JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, August 13, 2024

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

   A. Invocation to be given by Second Ward Councilmember and Vice Mayor Freddie Dancy

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

   A. A Proclamation of Appreciation to Jon Dowling as he retires from the City of Jackson

   B. Jackson District Library - Millage Renewal Information
      Liz Breed - JDL Director
      Jen Holan - JDL Community Engagement Coordinator

6. **PUBLIC HEARINGS.**

   A. A Public Hearing to receive citizen comment on the proposed Brownfield Plan Development and Reimbursement Agreement for property located at 545 Hupp Avenue, consisting of parcel numbers 6-013600000, 6-013800000, 6-013500000, and 6-0135.1000 (Air Hydraulics).

B. IDD No. 98- 503 E. Biddle

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Minutes of the July 16, 2024, City Council Meeting

B. City of Jackson, Michigan Financial Statements as of and for the Twelve Months Ended June 30, 2024

C. DIRECTTV, LLC Annual Video Report for U-verse Video Service in Michigan

Accept the report submitted, as required by the local franchise agreement, by Direct TV

D. Traffic Control Order 2400, Argyle – Wisner to West.

Approval of Traffic Control Order 2400 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Wisner Street and West Avenue.

E. Traffic Control Order 2401, Argyle – Brown to Wisner.

Approval of Traffic Control Order 2401 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Brown Street and Wisner Street.

F. Traffic Control Order 2402, Monroe – Wisner to West.

Approval of Traffic Control Order 2402 to increase the speed limit from 25 miles per hour to 30 miles per hour on Monroe Street between Wisner Street and West Avenue.

G. Resignation from Racial Equity Commission

Accept the resignation of Bikash Jha from the Racial Equity Commission, effective August 1, 2024.

H. Resignation from Human Relations Commission

Accept the resignation of Bikash Jha from the Human Relations Commission, effective August 1, 2024.

I. Special Event Application: Jackson Hispanic Heritage Festival 2024

Approve a request from Nuestra Comunidad to host their Jackson Hispanic Heritage Festival event on September 14, 2024 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

J. Special Event Application: Jackson High School Homecoming Parade

Approve a request from Jackson High School Homecoming Parade on Friday, October 4, 2024, and use road closures on Jackson Streets with a police escort.

K. Special Event Application: Grand River Cleanup 2024

Approve a request from the Grand River Environmental Action Team for Grand River Cleanup on September 14, 2024.

L. Special Event Application: Henry Ford 5k at Cascades

Approve a request from the Foote Hospital DBA/Henry Ford Jackson for the Henry Ford 5k at Cascades Park on September 8, 2024.

M. Special Event Application: Beats in the Park 2024

Approve a request from Beats in the Park to host Beats in the Park on Saturday, September 21, 2024, in Horace Blackman, Bucky Harris Parks, Grand River Pavilion, and City parking lots.

N. Special Event Application: Topia Art & Tech Festival

Approve a request from Jackson Young Professionals to host the Topia Art & Tech Festival on September 5-7, 2024, downtown Jackson.

O. Special Event Application: Jackson Pride Festival & Picnic

Approve a request from the Jackson Pride Center to host the Pride Festival on August 18, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.

P. Special Event Application: Jackson Civil War Muster 2024

Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 23-25, 2024, at Cascades Park.

Q. Special Event Application: Prince Hall Americanism Day Walk

Approve a request from St. Nicholas Lodge #12 to host the Prince Hall

Americanism Day Walk on September 15, 2024, walking from the MLK Center down the streets of Jackson.

R. Special Event Application: ORS Oktoberfest 10k/5k-Kids Superhero Run

Approve a request from Orthopaedic Rehab Specialists, PC to host the ORS Oktoberfest 10k/5k and Kids Superhero Run on September 28, 2024, at Consumer's Energy Headquarters and MLK Equality Trail.

9. OTHER BUSINESS.

10. NEW BUSINESS.

A. Resolution to adopt the Brownfield Plan Development and Reimbursement Agreement for property located at 545 Hupp Avenue, consisting of parcel numbers 6-013600000, 6-013800000, 6-013500000, and 6-0135.1000 (Air Hydraulics).

Approve the Brownfield Plan Development and Reimbursement Agreement for property located at 545 Hupp Avenue, consisting of parcel numbers 6-013600000, 6-013800000, 6-013500000, and 6-0135.1000 (Air Hydraulics).

B. Industrial Development District No. 98 - 503 E. Biddle

Consider a resolution establishing an Industrial Development District at 503 E. Biddle per the request of the owner, Sherriff-Goslin.

C. Approval of American Rescue Plan Act - State and Local Fiscal Recovery Funds allocation

Approval of American Rescue Plan Act – State and Local Fiscal Recovery Funds for the provisioning of governmental services in the amount of $1,304,825.

D. Approve the funding for the OpenGov Full Suite Procurement software 3-year contract

Approve the funding for the OpenGov Full Suite Procurement software 3-year contract in the amount of $125,711.40 and authorize the City Manager to execute the appropriate documents in accordance with the City of Jackson purchasing guidelines.

E. Resolution to Approve and Adopt the Transportation Asset Management Plan.

Adopt a Resolution to Approve and Adopt the Transportation Asset Management Plan.

F. Resolution for Street Administrator.

Adopt a Resolution for Designation of Street Administrator.

G. Resolution for Revision to Limited English Proficiency (LEP) Plan – Title VI.

Adopt a Resolution to approve the revised Limited English Proficiency Plan, Authorize the Mayor and City Manager to sign the Non-Discrimination Policy Statement, and Authorize the Mayor to sign the Title VI Assurances.

H. Resolution to contract with MDOT for State Trunkline maintenance 2024-2029.

Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the maintenance of State Trunklines from October 1, 2024 through September 30, 2029 and authorize the City Manager and City Engineer to sign the appropriate contract documents.

I. Contract Award – E. Michigan Ave. Maintenance Paving.

Approve the Contract Award for maintenance paving on I-94BR Michigan Avenue from Dwight Street to the east City Limits to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $87,421.08 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

J. Approve a Revocable License for Jackson County.

Approve a Revocable License for the installation of underground conduits within the Wesley Street public right-of-way adjacent to the County Courthouse at 312 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

K. Stormwater Management Agreement for 971 N. West Avenue

Approve a Stormwater Management Agreement and Declaration of Easement with LSMA Jackson LLC for the development of 971 N. West Avenue and authorize the
City Manager to execute the appropriate documents.

L. Resolution to Enter into an Agreement with American Forests for Urban and Community Forestry Grant work.

Adopt a resolution to enter into an agreement with American Forests for a project to inventory and improve the nursery stock within the right-of-ways for the public streets within the City of Jackson, and authorize the Mayor and City Clerk to execute the appropriate documents.

M. Change Order 2 to the SCADA Improvements contract with J. Ranck Electric, Inc.

Approve Change Order 2 to the SCADA Improvements Contract with J.

Ranck Electric, Inc., in the decreased amount of $37,720.81 to balance the contract by removing the allowances not needed and authorize the City Manager and Director of Public Works to execute the appropriate document.

N. Caterpillar Model: CB2.7-MB Compactor from Michigan CAT.

Approve the purchase of a new Caterpillar Model: CB2.7-MB Compactor from Michigan CAT for $66,166.00. MiDeal Contract number 240000000165.

O. Caterpillar model: 430 Backhoe for Michigan CAT,

Approve the purchase of a new Caterpillar model: 430 Backhoe for Michigan CAT, 7650 Millett Hwy, Lansing Michigan for the amount of $158,705.00. MiDeal contract number 240000000165.

P. Purchase of a new 2024 Vermeer D10x15 system

Approve the purchase of a new 2024 Vermeer D10x15 system for $226,614.71. This price includes a 7% contingency. Sourcewell # 110421-VRM.

Q. Approve a contract with M&K Jetting and Televising

Approve a contract with M&K Jetting and Televising in the amount of $144,375.00 for performing water service line verification for the Complete Distribution Service Material Inventory.

R. Change Order 7 to the CWSRF contract with Allied Mechanical Services, Inc.

Approve Change Order No. 7 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $36,722.00 and authorize the City Manager and Director of Public Works to execute the appropriate documents.

S. Award Public Service Agreement with Fishbeck in the not to exceed amount of $187,500

Award a Professional Services Agreement Contract with Fishbeck in a not to Exceed Amount of $187,500 to Provide Environmental Consultant Services During the Commercial Exchange Demolition

T. Approval of a Resolution to accept a $664,600 Spark Grant from the Michigan Department of Natural Resources and the Council of Community Foundation for a new addition to the MLK Center pavilion and playground.

To approve a Resolution to accept a $664,600 Spark Grant from the Michigan Department of Natural Resources and the Council of Community

Foundation for a new addition to the MLK Center pavilion and playground.

U. Approval of Racial Equity Audit Proposal from CNA Center for Justice

Approval of the $125,000 Racial Equity Audit Proposal from the CNA Center for Racial Justice as requested by the City of Jackson Racial Equity Commission.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

A PROCLAMATION OF APPRECIATION

WHEREAS, Jon H. Dowling, P.E., City Engineer will conclude his service with the City of Jackson on September 6, 2024 after a total of 31 years, 5 months and 16 days of service; and

WHEREAS, Mr. Dowling, born and raised in the City of Jackson, obtained his Bachelor of Science in Civil Engineering and his Masters of Business Administration degrees from Michigan Technological University; and

WHEREAS, Mr. Dowling first joined the City on December 15, 1981 as a Civil Engineer, was away from Jackson for a period and employed in the private sector, then as Assistant City Engineer for the City of Lansing, then returned to Jackson as City Engineer in October of 1999; and

WHEREAS, he has managed numerous significant projects during his service in the City, a few being the Consumers Energy Campus and Parking Decks, the City Hall Renovation, the Grand River Cap Removal, Execution of 2-way conversions of many major city streets, City trail systems, major street, sewer and water projects, state grant projects, multi-million dollar MDOT contracts and several more major public facility and infrastructure projects; and,

WHEREAS, the City has benefitted greatly from Mr. Dowling's service here with his expansive knowledge of the workings of this city's government, whether in his area of engineering expertise, in budgeting and fiscal knowledge, or his unmatched knowledge of City Hall and Jackson community historical information, which will be sorely missed; and

WHEREAS, it is the desire of the City Council to honor and recognize the invaluable service rendered by Mr. Dowling to the City during his tenure.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby expresses to Jon H. Dowling its sincere appreciation for his outstanding contributions and years of dedicated service and extends him and his family best wishes in future pursuits and in his continued exploration of U.S. National Parks.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 13th day of August, 2024.

_____
Daniel Mahoney, Mayor

_____
Arlene Robinson, 1st Ward Councilmember

_____
Freddie Dancy, Vice Mayor
2nd Ward Councilmember

_____
Angelita Gunn, 3rd Ward Councilmember

_____
Conner Wood, 4th Ward Councilmember

_____
Shalanda Hunt, 5th Ward Councilmember

_____
Will Forgrave, 6th Ward Councilmember

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Chris Atkin, City Planner

DATE: August 13, 2024

RECOMMENDATION: Approval of the Brownfield Plan Development and Reimbursement Agreement for property located at 545 Hupp Avenue, consisting of parcel numbers 6-013600000, 6-013800000, 6-013500000, and 6-0135.1000 (Air Hydraulics).

ISSUE STATEMENT

This Brownfield Plan permits the use of TIF to reimburse Air Hydraulics, Inc. for the cost of eligible activities required to redevelop 545 Hupp Avenue.

Eligible activities include pre-demolition survey, lead and asbestos abatement, and department specific activities consisting primarily of excavation, transport, and disposal of contaminated soil; infrastructure improvements include the sidewalks, curb and gutter, and storm water management systems; site preparation activities; lead and asbestos abatement; and building demolition.

The total cost of eligible activities, including contingencies, is anticipated to be $324,196. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be $135,518. At the regularly scheduled Jackson Brownfield Redevelopment Authority (JBRA) meeting, held on June 12, 2024, the following motion was made:

JBRA Member Mahoney moved, with support from JBRA Member Wood, to recommend approval of the brownfield plan for 545 Hupp Avenue to City Council.

Vote – Yeas: Mayor Mahoney, Councilmember Wood, JBRA Members Greer, Ehnis, and Wilkins (5).
Nays: None.
Motion carried.

DESCRIBE THE CONSEQUENCES

Denial of the Brownfield Plan may inhibit the property owner from implementing site redevelopment and necessary facility upgrades to effectively, and efficiently, manufacturer of pneumatic and hydraulic press equipment. Furthermore, the LBRF would forego an estimated $135,518 of revenue for future brownfield projects.

OWNERSHIP

The Community Development Department is responsible for business development, redevelopment, and business retention; since January 2023, staff has worked closley with the owners/applicants of the property

via site plan review, dimensional variance approval from the Zoning Board of Appeals, and brownfield site assessment. Presenting the proposed Brownfield Plan to City Coucil is the final step of an eighteen (18) month long process to assist with redevelopment.

SOLUTION

The Community Development Department is responsible for business development, redevelopment, and business retention; since January 2023, staff has worked closley with the owners/applicants of the property via site plan review, dimensional variance approval from the Zoning Board of Appeals, and brownfield site assessment. Presenting the proposed Brownfield Plan to City Coucil is the final step of an eighteen (18) month long process to assist with redevelopment.

FACILITATE IMPLEMENTATION

Approval or the Brownfield Plan Development and Reimbursement Agreement for property located at 545 Hupp Avenue, consisting of parcel numbers 6-013600000, 6-013800000, 6-013500000, and 6-0135.1000 (Air Hydraulics).

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Kalamazoo, Michigan 49048

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AIR HYDRAULICS ASSEMBLY BUILDING FACT SHEET

Project Overview: The Property is owned by A H P Inc. and is operated by Air Hydraulics, Inc., which is a manufacturer of pneumatic and hydraulic press equipment. The existing building footprint on site is 7,082 square feet. A portion of this building is no longer conducive to modern manufacturing, and Air Hydraulics, Inc. intends to demolish this portion of the building and construct a new addition. The new total building area will be 11,810 square feet. This will allow Air Hydraulics, Inc. to maintain and expand their manufacturing operations on site.

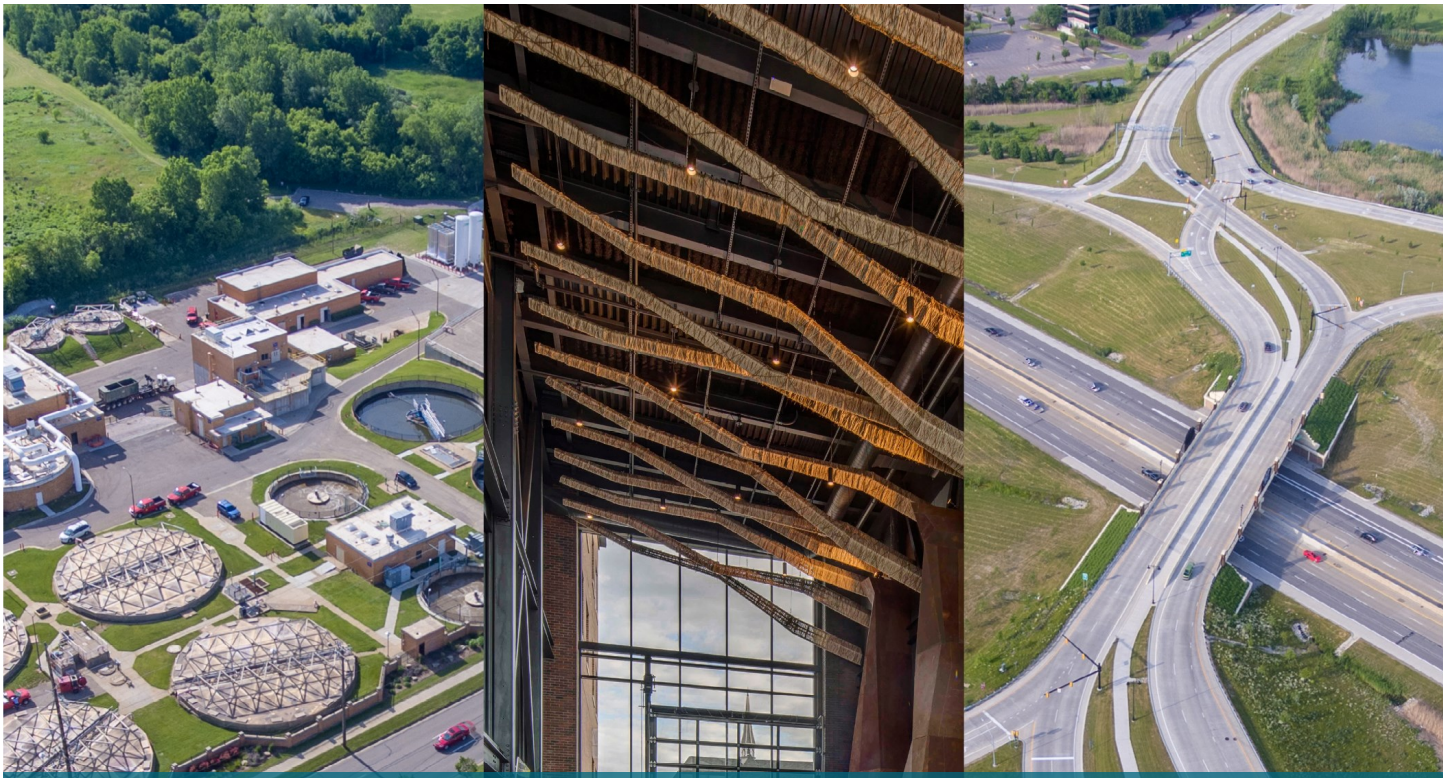
Parcel IDs: 6-013800000, 6-13600000, 6-013500000, and 6-0135.1000
Address: 545 Hupp Avenue, Jackson, Jackson County, Michigan
Size: Approximately 1.1 acres

Potential Eligible Activities

- Pre-Approved Activities (i.e., Baseline Environmental Assessment, Due Care, and Department Specific Activities) The total cost of these activities is anticipated to be $140,370.
- Building Demolition (Demolition/deconstruction of the existing building, parking lots, miscellaneous improvements) The total cost of these activities is anticipated to be $32,184.
- Public Infrastructure: Infrastructure improvements that directly benefit the eligible property include the sidewalks ($3,500), curb and gutter ($4,500), and urban storm water management systems (traditional) ($69,750). The soft costs associated with Public Infrastructure Improvements are estimated to be $2,500. The total cost of these activities is anticipated to be $80,250.
- Site Preparation: Site preparation activities are anticipated on the subject project and include clearing and grubbing ($2,000) and geotechnical engineering ($5,650). The soft costs associated with site demolition are estimated to be $26,000. The total cost of these activities is anticipated to be $33,650.
- Lead, Asbestos, and Mold Abatement: Lead and Asbestos Abatement is anticipated on the eligible property. The cost for abatement including disposal and air monitoring is anticipated to be $3,330.
- Brownfield Plan Preparation/Implementation: Preparation and implementation of the Brownfield Plan is estimated to cost $4,500.
- Act 381 Work Plan Preparation/Implementation: Preparation and implementation of the Act 381 Work Plan is estimated to cost $7,500.
- 15% Contingency: A 15% Contingency on future costs is included to cover unexpected cost overruns encountered during construction on future costs. The total contingency cost is anticipated at $40,232.
- Anticipated Eligible Activities Total Cost: $324,196

Anticipated Outcomes:

- $108,108 Initial Taxable Value (2024)
- $900,000 Estimated Future Taxable Value
- $2M Estimated Total Investment
- 20 Years of Brownfield Plan Capture (15 Years for the Developer + 5 Years for LBRF)



Act 381 Brownfield Plan

Air Hydraulics Assembly Building
545 Hupp Avenue
City of Jackson, Jackson County, Michigan

Prepared For:
City of Jackson Brownfield Redevelopment Authority

Project No. 231485
June 3, 2024

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Engineers | Architects | Scientists | Constructors

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Act 381 Brownfield Plan

Air Hydraulics Assembly Building
545 Hupp Avenue
City of Jackson, Jackson County, Michigan

Prepared For:
City of Jackson Brownfield Redevelopment Authority
Jackson, Michigan

June 3, 2024
Project No. 231485

Recommended for Approval by the Brownfield Redevelopment Authority on: June 12, 2024
Adopted by the City Council on: _____

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List of Abbreviations/Acronyms

CoJBRA	City of Jackson Brownfield Redevelopment Authority
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
PA	Public Act
TIF	tax increment financing

1.0 Introduction

The City of Jackson Brownfield Redevelopment Authority (Authority or CoJBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 or 1996, as amended (Act 381). Act 381 enables the Brownfield Redevelopment Authority to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan permits the use of TIF to reimburse Air Hydraulics, Inc. (Developer) for the cost of eligible activities required to redevelop 545 Hupp Avenue, Jackson County, City of Jackson, Michigan (Eligible Property, Site or Property) – see Site Map (Figure 2).

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Property is owned by A H P Inc. and is operated by Air Hydraulics, Inc., which is a manufacturer of pneumatic and hydraulic press equipment. The existing building footprint on site is 7,082 square feet. A portion of this building is no longer conducive to modern manufacturing, and Air Hydraulics, Inc. intends to demolish this portion of the building and construct a new addition. The new total building area will be 11,810 square feet. This will allow Air Hydraulics, Inc. to maintain and expand their manufacturing operations on site.

1.2 Eligible Property Information

The property is located in the City of Jackson (the "City"), a qualified local governmental unit pursuant to Act 381. The property qualifies as "Eligible Property" under Act 381 on the basis of meeting the definition of "Facility," as defined in Part 201 of the Natural Resources and Environmental Protection Act (1994 PA 451). Phase I and Phase II Environmental Site Assessments (ESAs) have been completed. The Phase II ESA indicated that tetrachloroethene was detected in groundwater below generic Residential Cleanup criteria immediately south of the assembly/maintenance area. Fine fraction lead was detected in soil at concentrations in excess of the Residential Direct Contact criterion at two locations on the northernmost parcel of the Subject Property.

Parcel ID Nos.: 6-013800000, 6-13600000, 6-013500000, and 6-0135.1000
Address: 545 Hupp Avenue, Jackson, Jackson County, Michigan
Size: Approximately 1.1 acres

Legal descriptions are included under Section 2.8.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the revitalization of underutilized land. New local and state tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs.

The total cost of eligible activities, including contingencies, is anticipated to be $324,196, described below in Section 2.2 and summarized in the below table. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be $135,518.

2.1.1 EGLE Eligible Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax revenues. Eligible activities include pre-demolition survey, lead and asbestos abatement, and

department specific activities consisting primarily of excavation, transport, and disposal of contaminated soil. The total of these costs is anticipated to be $140,370.

2.1.2 Public Infrastructure Improvements

Infrastructure improvements that directly benefit the eligible property include the sidewalks ($3,500), curb and gutter ($4,500), and urban storm water management systems (traditional) ($69,750). The soft costs associated with Public Infrastructure Improvements are estimated to be $2,500. The total cost of these activities is anticipated to be $80,250.

2.1.3 Site Preparation

Site preparation activities are anticipated on the subject project and include clearing and grubbing ($2,000) and geotechnical engineering ($5,650). The soft costs associated with site demolition are estimated to be $26,000. The total cost of these activities is anticipated to be $33,650.

2.1.4 Lead, Asbestos, and Mold Abatement

Lead and Asbestos Abatement is anticipated on the eligible property. The cost for abatement including disposal and air monitoring is anticipated to be $3,330.

2.1.5 Building Demolition

Building Demolition is anticipated on the eligible property. This includes building demolition and deconstruction. These costs are estimated to be $32,184.

2.1.6 Brownfield Plan Preparation/Implementation

Preparation and implementation of the Brownfield Plan is estimated to cost $4,500.

2.1.7 Act 381 Work Plan Preparation/Implementation

Preparation and implementation of the Act 381 Work Plan is estimated to cost $7,500.

2.1.8 Contingency

A 15% Contingency on future costs is included to cover unexpected cost overruns encountered during construction on future costs. The total contingency cost is anticipated at $40,232.

2.2 Summary of Eligible Activities

2.2.1 EGLE Eligible Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax revenues. Eligible activities include pre-demolition survey, lead and asbestos abatement, and department specific activities.

2.2.2 Public Infrastructure Improvements

Infrastructure improvements that directly benefit the eligible property include the sidewalks, curb and gutter, urban storm water management systems (traditional), and soft costs.

2.2.3 Site Preparation

Site preparation activities are anticipated on the subject project and include clearing and grubbing, geotechnical engineering, and soft costs.

2.2.4 Lead, Asbestos, and Mold Abatement

Lead and Asbestos Abatement is anticipated on the eligible property.

2.2.5 Building Demolition

Building Demolition is anticipated on the eligible property. This includes building demolition and deconstruction.

2.2.6 Brownfield Plan Preparation/Implementation

Eligible activities include preparation and implementation of the Brownfield Plan.

2.2.7 Act 381 Work Plan Preparation/Implementation

Eligible activities include preparation and implementation of the Act 381 Work Plan.

2.2.8 Contingency

A 15% Contingency on future costs is included to cover unexpected cost overruns encountered during construction on future costs.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 taxable value of all four parcels combined is $108,108. The City Assessor estimated the future taxable value after development to be $900,000. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Plan captures real property tax increment revenues and assumes 1% annual increase in the taxable value of the Eligible Property.

Project activities will commence in 2024. Completion of construction is estimated in late 2024 or early 2025. Tax increment revenue collection will start within five years of this plan and is anticipated to begin as early as 2025, but no later than 2026.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Plan will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and the CoBRA. TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan. A method and agreement for reimbursement is included as Appendix 2.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2025 or 2026. This Plan will then remain in place until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the amount of eligible activities) is complete or tax capture reaches 30 years by statute, whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The Property is in the City of Jackson, Jackson County, Michigan, a qualified local unit of government. The property is qualified as "Facility" and consists of four parcels occupying approximately 1.1 acres. The parcel ID numbers for the Property are below. A Site Map is attached as Figure 2. The legal descriptions are as follows:

Parcel ID 6-013600000:
0136.1, 0137 LAND OWNED & USED AS ONE PARCEL & DESC AS LOTS 20 & 21 BLK 56 ELM GROVE AMENDED ADD ALSO BEG AT A PT ON NLY LN OF PARK PL 74.7 FT FROM INTERS OF PARK PL & HUPP AVE TH SWLY ALG PARK PL TO SE COR OF LOT 21 TH NWLY TO NE COR OF LOT 20 TH SELY TO BEG BEING PART OF LOT 12 BLK 56 ELM GROVE AMENDED ADD

Parcel ID 6-013800000:
SWLY 132 FT OF LOT 19 BLK 56 ELM GROVE ADD

Parcel ID 6-013500000:
LAND COM AT PT ON WLY LN OF DARLING ST (PARK PL) 12 RDS SLY OF SLY LN OF LIBERTY ST TH WLY AT R/A TO DARLING ST 8 RDS TH S PARA TO DARLING ST 2 RDS TH ELY TO W LN OF DARLING ST TH N 4 RDS TO POB ALSO A PIECE OF LAND W OF & ADJ ABOVE DESC LAND BEING 1 RD WIDE AT NLY END & RUNNING TO A POINT AT DARLING ST BEING PART OF LOTS 11 & 12 & SECOND DESC LAND MAKING A PIECE OF LAND 3 RDS WIDE ON NLY END WITH FRONTAGE 4 RDS ON DARLING ST ELM GROVE AMENDED ADD

Parcel ID 6-0135.1000:
COM AT NE COR OF LOT 10 BLK 56 ELM GROVE AMENDED ADD TH S 24 DEG 6' 27" W 165 FT ALG WLY R/W OF PARK PL TO POB TH S 24 DEG 6' 27" W 33 FT ALG WLY R/W LN OF PARK PL TH N 65 DEG 43' 3" W 135.45 FT TH S 47 DEG 55' 35" W 49.50 FT TH N 42 DEG 9' 19" W 123.46 FT TH N 47 DEG 50' 41" E 9.98 FT TH S 74 DEG 14' 59" E 133.76 FT TH S 65 DEG 43' 3" E 132.10 FT TO POB

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property; thus, no residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the Eligible Property. Therefore, this section is not applicable.

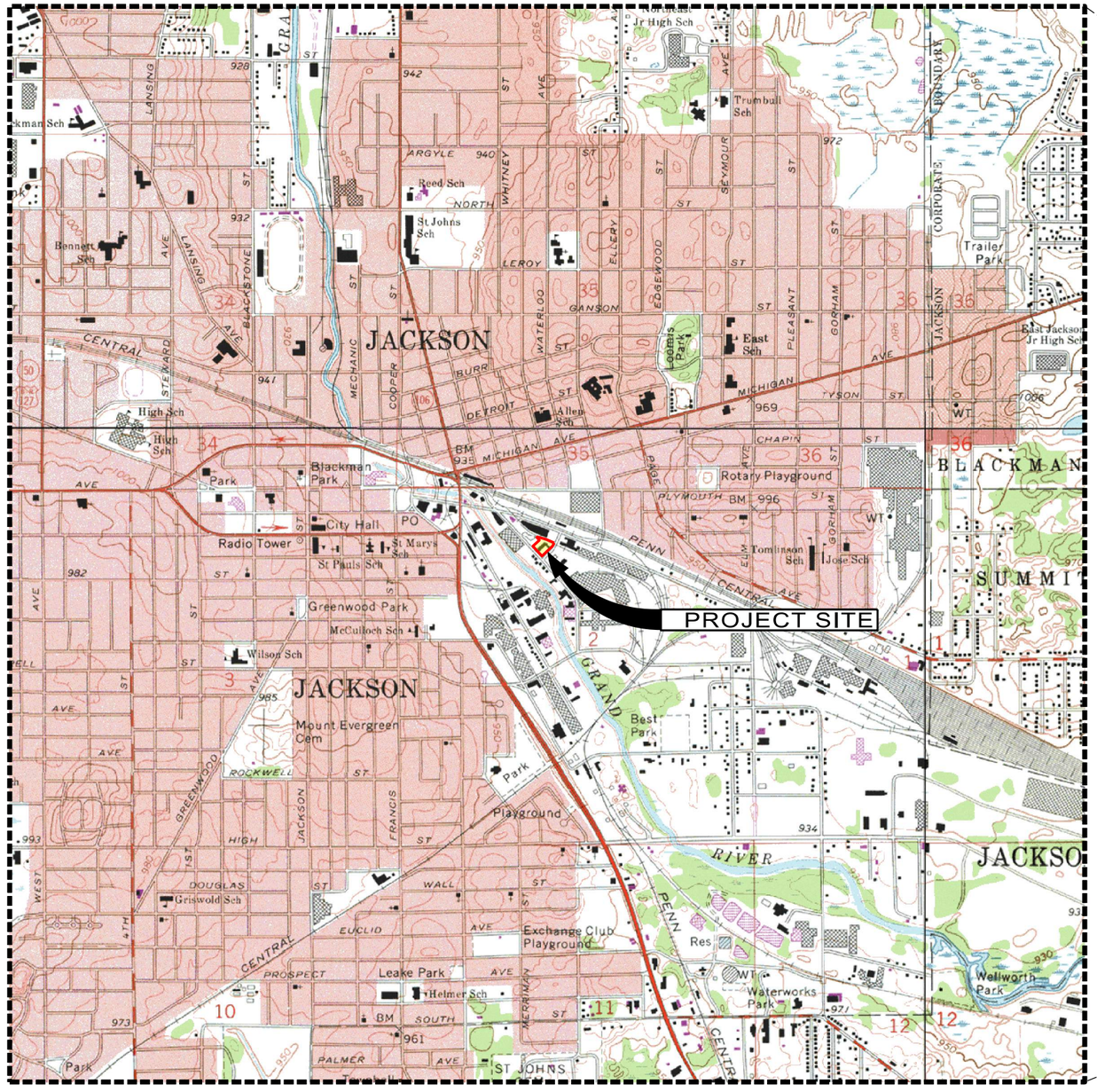
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the Eligible Property. Therefore, this section is not applicable.

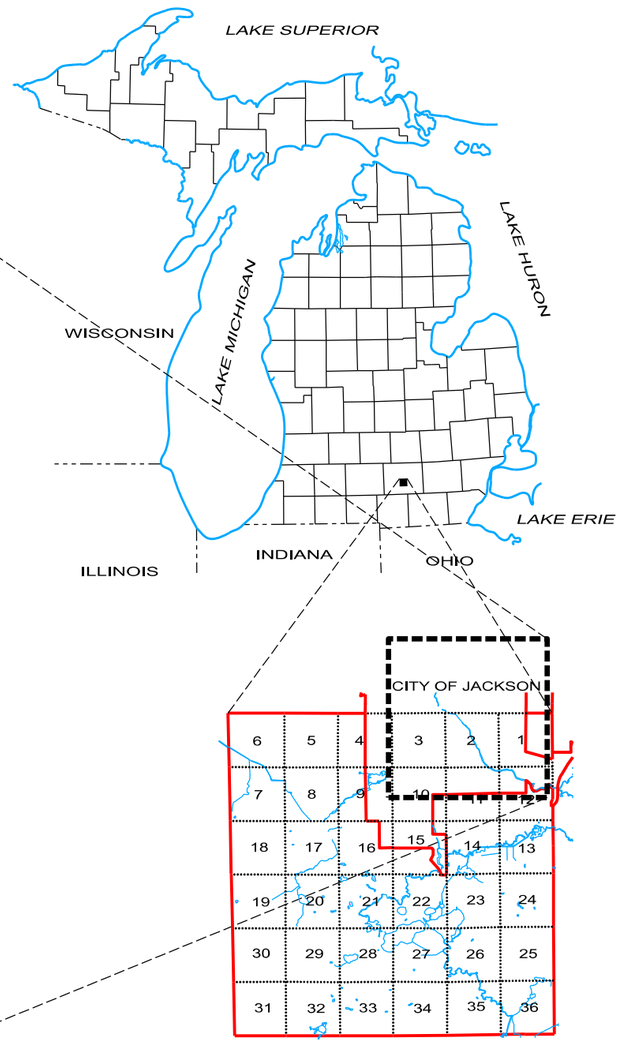
2.13 Other Material that the Authority or Governing Body Considers Pertinent

No information required.

Figures



SOURCE: JACKSON NORTH AND JACKSON SOUTH, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
MAPTECH1© U.S. TERRAIN SERIES™ ®MAPTECH©, INC. 606-433-8500



T 3 S. R. 1 W.
SUMMIT TOWNSHIP
JACKSON COUNTY, MICHIGAN

0 500 1000 2000 4000
SCALE 1" = 2000'

fishbeck

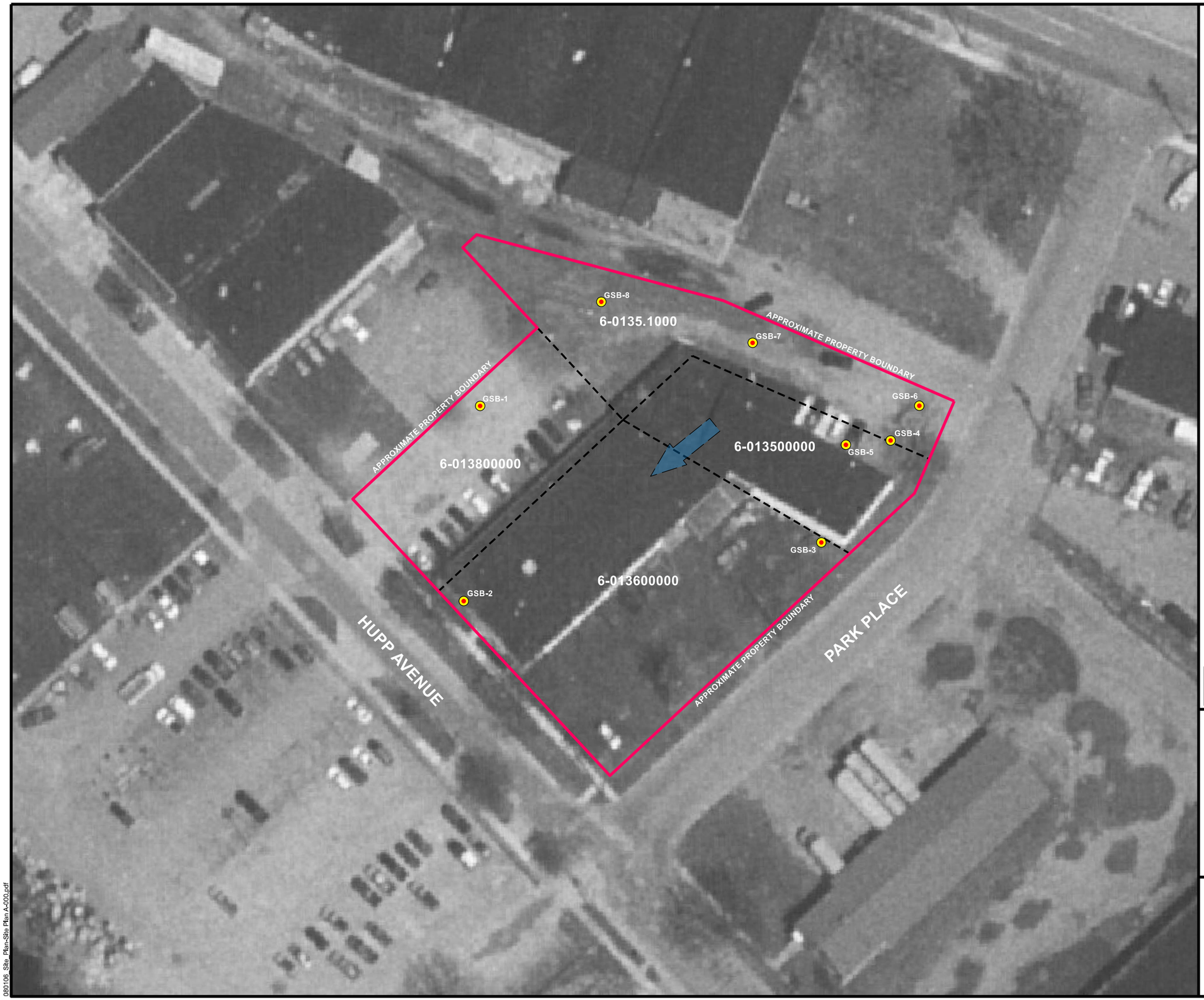
AIR HYDRAULICS, INC.
545 HUPP AVENUE
JACKSON, MICHIGAN

LOCATION MAP

PROJECT NO.
231485

FIGURE No.
1

080106 Site Plan-Location Map-000.pdf



LEGEND

- GEOPROBE® SOIL BORING LOCATIONS
- PRESUMED GROUNDWATER FLOW DIRECTION

N

SCALE 1" = 50'

0 10 20 30 40 50 100

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

AIR HYDRAULICS, INC.

545 HUPP AVENUE
JACKSON, MICHIGAN

SITE PLAN

fishbeck

PROJECT NO.
231485

FIGURE No.
2

080106 Site Plan-Site Plan A-000.pdf

Tables

Table 1. Eligible Activities and Costs

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Baseline Environmental Assessment	**$2,250**	**2024/2025**
Asbestos, Lead and Mold Surveys	$2,250	
Due Care	**$1,500**	**2024/2025**
Investigation and Assessments	$1,500	
Department Specific Activities	**$118,800**	**2024/2025**
Excavation, Treatment, Transport, Disposal of Contaminated Soil	$108,000	
Fill (backfill of environmental removals)	$10,800	
EGLE Eligible Activities Subtotal	**$122,550**	**2024/2025**
Contingency (15%)	**$17,820**	
Interest (0%)	**$0**	
EGLE Eligible Activities Total Costs	**$140,370**	

MSF Eligible Activities Costs and Schedule

MSF Eligible Activities	Cost	Completion Season/Year
Public Infrastructure Improvements	**$80,250**	**2024/2025**
Sidewalks	$3,500	
Curb and Gutter	$4,500	
Urban Storm Water Management Systems (Traditional)	$69,750	
Soft Costs (Engineering, Design, Survey, Legal, Other Professional)	$2,500	
Site Preparation	**$33,650**	**2024/2025**
Clearing and Grubbing	$2,000	
Geotechnical Engineering	$5,650	
Soft Costs (Engineering, Design, Survey, Legal, Other Professional)	$26,000	
Lead, Asbestos, Mold Abatement	**$3,330**	**2024/2025**
Abatement Including Disposal and Air Monitoring	$3,330	
Building Demolition	**$32,184**	**2024/2025**
Building Demolition/Deconstruction	$32,184	
MSF Eligible Activities Subtotal	**$149,414**	**2024/2025**
Contingency (15%)	**$22,412**	
Interest (0%)	**$0**	
Brownfield Plan Preparation/Implementation	**$4,500**	
Act 381 Work Plan Preparation/Implementation	**$7,500**	
MSF Eligible Activities Total Costs	**$183,826**	

Table 2: Tax Increment Revenue Capture Estimates
AIR HYDRAULICS ASSEMBLY BUILDING
545 Hupp Avenue
Jackson, Michigan
June 2024

Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
*Base Taxable Value	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	$ 108,108	
Estimated New TV	$ 900,000	$ 909,000	$ 918,090	$ 927,271	$ 936,544	$ 945,909	$ 955,368	$ 964,922	$ 974,571	$ 984,317	$ 994,160	$1,004,102	$1,014,143	$1,024,284	$1,034,527	$1,044,872	$1,055,321	$1,065,874	$1,076,533	$1,087,298	
Incremental Difference (New TV - Base TV)	**$ 791,892**	**$ 800,892**	**$ 809,982**	**$ 819,163**	**$ 828,436**	**$ 837,801**	**$ 847,260**	**$ 856,814**	**$ 866,463**	**$ 876,209**	**$ 886,052**	**$ 895,994**	**$ 906,035**	**$ 916,176**	**$ 926,419**	**$ 936,764**	**$ 947,213**	**$ 957,766**	**$ 968,425**	**$ 979,190**	
School Capture	Millage Rate																				
State Education Tax (SET)	6.0000	$ 4,751	$ 4,805	$ 4,860																	$ 14,417
School Operating Tax	18.0000	$ 14,254	$ 14,416	$ 14,580																	$ 43,250
School Total	**24.0000**	**$ 19,005**	**$ 19,221**	**$ 19,440**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 57,666**
Local Capture	Millage Rate																				
Med Care	0.2476	$ 196	$ 198	$ 201	$ 203	$ 205	$ 207	$ 210	$ 212	$ 215	$ 217	$ 219	$ 222	$ 224	$ 227	$ 229	$ 232	$ 235	$ 237	$ 240	$ 242	$ 4,371
Senior Services	0.5966	$ 472	$ 478	$ 483	$ 489	$ 494	$ 500	$ 505	$ 511	$ 517	$ 523	$ 529	$ 535	$ 541	$ 547	$ 553	$ 559	$ 565	$ 571	$ 578	$ 584	$ 10,533
Lifeways	0.4947	$ 392	$ 396	$ 401	$ 405	$ 410	$ 414	$ 419	$ 424	$ 429	$ 433	$ 438	$ 443	$ 448	$ 453	$ 458	$ 463	$ 469	$ 474	$ 479	$ 484	$ 8,734
County Parks	0.4954	$ 392	$ 397	$ 401	$ 406	$ 410	$ 415	$ 420	$ 424	$ 429	$ 434	$ 439	$ 444	$ 449	$ 454	$ 459	$ 464	$ 469	$ 474	$ 480	$ 485	$ 8,746
Animal Control	0.2476	$ 196	$ 198	$ 201	$ 203	$ 205	$ 207	$ 210	$ 212	$ 215	$ 217	$ 219	$ 222	$ 224	$ 227	$ 229	$ 232	$ 235	$ 237	$ 240	$ 242	$ 4,371
Library	1.7411	$ 1,379	$ 1,394	$ 1,410	$ 1,426	$ 1,442	$ 1,459	$ 1,475	$ 1,492	$ 1,509	$ 1,526	$ 1,543	$ 1,560	$ 1,577	$ 1,595	$ 1,613	$ 1,631	$ 1,649	$ 1,668	$ 1,686	$ 1,705	$ 30,739
Jackson ISD Oper	0.1700	$ 135	$ 136	$ 138	$ 139	$ 141	$ 142	$ 144	$ 146	$ 147	$ 149	$ 151	$ 152	$ 154	$ 156	$ 157	$ 159	$ 161	$ 163	$ 165	$ 166	$ 3,001
Jackson ISD Voc	1.0643	$ 843	$ 852	$ 862	$ 872	$ 882	$ 892	$ 902	$ 912	$ 922	$ 933	$ 943	$ 954	$ 964	$ 975	$ 986	$ 997	$ 1,008	$ 1,019	$ 1,031	$ 1,042	$ 18,790
Jackson ISD Spec	2.3492	$ 1,860	$ 1,881	$ 1,903	$ 1,924	$ 1,946	$ 1,968	$ 1,990	$ 2,013	$ 2,035	$ 2,058	$ 2,082	$ 2,105	$ 2,128	$ 2,152	$ 2,176	$ 2,201	$ 2,225	$ 2,250	$ 2,275	$ 2,300	$ 41,475
Jackson ISD Sp12	0.7704	$ 610	$ 617	$ 624	$ 631	$ 638	$ 645	$ 653	$ 660	$ 668	$ 675	$ 683	$ 690	$ 698	$ 706	$ 714	$ 722	$ 730	$ 738	$ 746	$ 754	$ 13,601
City Oper	6.6828	$ 5,292	$ 5,352	$ 5,413	$ 5,474	$ 5,536	$ 5,599	$ 5,662	$ 5,726	$ 5,790	$ 5,856	$ 5,921	$ 5,988	$ 6,055	$ 6,123	$ 6,191	$ 6,260	$ 6,330	$ 6,401	$ 6,472	$ 6,544	
JTA	0.9897	$ 784	$ 793	$ 802	$ 811	$ 820	$ 829	$ 839	$ 848	$ 858	$ 867	$ 877	$ 887	$ 897	$ 907	$ 917	$ 927	$ 937	$ 948	$ 958	$ 969	$ 17,473
City Pub Imp	1.9092	$ 1,512	$ 1,529	$ 1,546	$ 1,564	$ 1,582	$ 1,600	$ 1,618	$ 1,636	$ 1,654	$ 1,673	$ 1,692	$ 1,711	$ 1,730	$ 1,749	$ 1,769	$ 1,788	$ 1,808	$ 1,829	$ 1,849	$ 1,869	$ 33,707
City Pol/Fire	8.6081	$ 6,817	$ 6,894	$ 6,972	$ 7,051	$ 7,131	$ 7,212	$ 7,293	$ 7,376	$ 7,459	$ 7,542	$ 7,627	$ 7,713	$ 7,799	$ 7,887	$ 7,975	$ 8,064	$ 8,154	$ 8,245	$ 8,336	$ 8,429	$ 151,976
Local Total	**26.3667**	**$ 20,880**	**$ 21,117**	**$ 21,357**	**$ 21,599**	**$ 21,843**	**$ 22,090**	**$ 22,339**	**$ 22,591**	**$ 22,846**	**$ 23,103**	**$ 23,362**	**$ 23,624**	**$ 23,889**	**$ 24,157**	**$ 24,427**	**$ 24,699**	**$ 24,975**	**$ 25,253**	**$ 25,534**	**$ 25,818**	**$ 465,503**
Non-Capturable Millages	Millage Rate																				
City Hall Debt	0.9500	$ 752	$ 761	$ 769	$ 778	$ 787	$ 796	$ 805	$ 814	$ 823	$ 832	$ 842	$ 851	$ 861	$ 870	$ 880	$ 890	$ 900	$ 910	$ 920	$ 930	$ 16,772
JPS Debt 2004	1.1205	$ 887	$ 897	$ 908	$ 918	$ 928	$ 939	$ 949	$ 960	$ 971	$ 982	$ 993	$ 1,004	$ 1,015	$ 1,027	$ 1,038	$ 1,050	$ 1,061	$ 1,073	$ 1,085	$ 1,097	$ 19,782
JPS Debt 2018	3.4757	$ 2,752	$ 2,784	$ 2,815	$ 2,847	$ 2,879	$ 2,912	$ 2,945	$ 2,978	$ 3,012	$ 3,045	$ 3,080	$ 3,114	$ 3,149	$ 3,184	$ 3,220	$ 3,256	$ 3,292	$ 3,329	$ 3,366	$ 3,403	
JPS Debt 2009	1.6038	$ 1,270	$ 1,284	$ 1,299	$ 1,314	$ 1,329	$ 1,344	$ 1,359	$ 1,374	$ 1,390	$ 1,405	$ 1,421	$ 1,437	$ 1,453	$ 1,469	$ 1,486	$ 1,502	$ 1,519	$ 1,536	$ 1,553	$ 1,570	$ 28,315
Total Non-Capturable Taxes	**2.0705**	**$ 1,640**	**$ 1,658**	**$ 1,677**	**$ 1,696**	**$ 1,715**	**$ 1,735**	**$ 1,754**	**$ 1,774**	**$ 1,794**	**$ 1,814**	**$ 1,835**	**$ 1,855**	**$ 1,876**	**$ 1,897**	**$ 1,918**	**$ 1,940**	**$ 1,961**	**$ 1,983**	**$ 2,005**	**$ 2,027**	**$ 36,555**
Total Tax Increment Revenue (TIR) Available for Capture	$ 39,885	$ 40,338	$ 40,796	$ 21,599	$ 21,843	$ 22,090	$ 22,339	$ 22,591	$ 22,846	$ 23,103	$ 23,362	$ 23,624	$ 23,889	$ 24,157	$ 24,427	$ 24,699	$ 24,975	$ 25,253	$ 25,534	$ 25,818	$ 523,169

Footnotes:
Provide footnotes, as needed

Table 3: Tax Increment Revenue Reimbursement Allocation
AIR HYDRAULICS ASSEMBLY BUILDING
545 Hupp Avenue
Jackson, Michigan
June 2024

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**47.7%**	$ 324,196	$ -	$ 324,196
Local	**52.3%**	$ -	$ -	$ -
TOTAL				
MSF	0.0%	$ 183,826	$ -	$ 183,826
EGLE	100.0%	$ 140,370	$ -	$ 140,370

Estimated Total
Years of Plan: 20

Estimated Capture	
BF Plan Implementation/Administrative Fees	$ 46,550
State Brownfield Redevelopment Fund	$ 7,208
Local Brownfield Revolving Fund	$ 135,518

Year of Plan		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	TOTAL
Total State Incremental Revenue		$ 19,005	$ 19,221	$ 19,440	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,666
State Brownfield Redevelopment Fund (50% of SET)		$ (2,376)	$ (2,403)	$ (2,430)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (7,208)
State TIR Available for Reimbursement		**$ 16,630**	**$ 16,819**	**$ 17,010**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,458**
Total Local Incremental Revenue		$ 20,880	$ 21,117	$ 21,357	$ 21,599	$ 21,843	$ 22,090	$ 22,339	$ 22,591	$ 22,846	$ 23,103	$ 23,362	$ 23,624	$ 23,889	$ 24,157	$ 24,427	$ 24,699	$ 24,975	$ 25,253	$ 25,534	$ 25,818	$ 465,503
BF Plan Implementation Costs (10%)		$ (2,088)	$ (2,112)	$ (2,136)	$ (2,160)	$ (2,184)	$ (2,209)	$ (2,234)	$ (2,259)	$ (2,285)	$ (2,310)	$ (2,336)	$ (2,362)	$ (2,389)	$ (2,416)	$ (2,443)	$ (2,470)	$ (2,497)	$ (2,525)	$ (2,553)	$ (2,582)	$ (46,550)
Local TIR Available for Reimbursement		**$ 18,792**	**$ 19,005**	**$ 19,221**	**$ 19,439**	**$ 19,659**	**$ 19,881**	**$ 20,106**	**$ 20,332**	**$ 20,561**	**$ 20,792**	**$ 21,026**	**$ 21,262**	**$ 21,500**	**$ 21,741**	**$ 21,984**	**$ 22,229**	**$ 22,477**	**$ 22,728**	**$ 22,981**	**$ 23,236**	**$ 418,952**
Total State & Local TIR Available		**$ 35,421**	**$ 35,824**	**$ 36,231**	**$ 19,439**	**$ 19,659**	**$ 19,881**	**$ 20,106**	**$ 20,332**	**$ 20,561**	**$ 20,792**	**$ 21,026**	**$ 21,262**	**$ 21,500**	**$ 21,741**	**$ 21,984**	**$ 22,229**	**$ 22,477**	**$ 22,728**	**$ 22,981**	**$ 23,236**	**$ 469,410**
ENTITY	Beginning Balance																					
ENTITY Reimbursement Balance	***$ 324,196***	***$ 288,775***	***$ 252,951***	***$ 226,416***	***$ 206,977***	***$ 187,318***	***$ 167,437***	***$ 147,332***	***$ 126,999***	***$ 106,438***	***$ 85,646***	***$ 64,620***	***$ 43,358***	***$ 21,858***	***$ 117***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	
MEDC Non-Environmental Costs	*$ 146,814*	*$ 146,814*	*$ 128,022*	*$ 109,017*	*$ 89,796*	*$ 70,358*	*$ 50,699*	*$ 30,818*	*$ 10,712*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
State Tax Reimbursement	$ -																				$ -	$ -
Local Tax Reimbursement	$ 146,814	$ 18,792	$ 19,005	$ 19,221	$ 19,439	$ 19,659	$ 19,881	$ 20,106	$ 10,712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 146,814
Total MEDC Reimbursement Balance		*$ 128,022*	*$ 109,017*	*$ 89,796*	*$ 70,358*	*$ 50,699*	*$ 30,818*	*$ 10,712*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 146,814*
Pre-approved Non-environmental Activities	*$ 37,012*	*$ 37,012*	*$ 24,132*	*$ 7,314*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	
State Tax Reimbursement	$ 37,012	$ 12,880	$ 16,819	$ 7,314																	$ -	$ 37,012
Local Tax Reimbursement	$ -																				$ -	$ -
Total MEDC Reimbursement Balance		*$ 24,132*	*$ 7,314*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ 37,012*
EGLE Environmental Costs	*$ 140,370*	*$ 140,370*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 127,000*	*$ 106,439*	*$ 85,646*	*$ 64,620*	*$ 43,358*	*$ 21,858*	*$ 117*	$ -	$ -	$ -	$ -	$ -	
State Tax Reimbursement	$ 3,750	$ 3,750																			$ -	$ 3,750
Local Tax Reimbursement	$ 136,620								$ 9,620	$ 20,561	$ 20,792	$ 21,026	$ 21,262	$ 21,500	$ 21,741	$ 117	$ -	$ -	$ -	$ -	$ -	$ 136,620
Total EGLE Reimbursement Balance		*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 136,620*	*$ 127,000*	*$ 106,439*	*$ 85,646*	*$ 64,620*	*$ 43,358*	*$ 21,858*	*$ 117*	$ -	$ -	$ -	$ -	$ -	$ -	*$ 140,370*
Local Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Local Tax Reimbursement																						
Total Local Only Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual ENTITY Reimbursement		*$ 35,421*	*$ 35,824*	*$ 26,535*	*$ 19,439*	*$ 19,659*	*$ 19,881*	*$ 20,106*	*$ 20,332*	*$ 20,561*	*$ 20,792*	*$ 21,026*	*$ 21,262*	*$ 21,500*	*$ 21,741*	*$ 117*	$ -	$ -	$ -	$ -	$ -	*$ 324,196*
ENTITY	Beginning																					
LOCAL BROWNFIELD REVOLVING FUNE																						
LBRF Deposits *		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,867	$ 44,096	$ 66,574	$ 89,301	$ 112,282	$ 135,518
State Tax Capture	*$ 3,750*	$ -	$ -	*$ 3,750*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 3,750*
Local Tax Capture	*$ 283,434*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		*$ 21,867*	*$ 22,229*	*$ 22,477*	*$ 22,728*	*$ 22,981*	*$ 23,236*	*$ 135,518*
Total LBRF Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 21,867*	*$ 22,229*	*$ 22,477*	*$ 22,728*	*$ 22,981*	*$ 23,236*	*$ 135,518*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
Provide footnotes, as needed

Appendix 1

JACKSON, MICHIGAN

RESOLUTION ADOPTING A BROWNFIELD PLAN
OF
AIR HYDRAULICS ASSEMBLY BUILDING
BY THE CITY OF JACKSON, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the Board of Commissioners of the City of Jackson, Michigan, held in City Council Chambers, City Hall located at 161 W Michigan Avenue, Jackson, Michigan 49201, on the _____ day of _____ 2024 at ____ PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Jackson City Council, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 545 Hupp Ave, Jackson, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Jackson City Council have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Jackson City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Jackson City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Jackson City Council concur with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the Jackson City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)ss:

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on the _____ day of _____ 2024, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____ 2024.

Andrea Muray

City of Jackson Clerk

Appendix 2

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on _____, 2024, by and between the CITY OF JACKSON, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**City**"), the CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the "**Authority**"), and Air Hydraulics Inc.., a Michigan corporation, whose address is 545 Hupp Avenue, Jackson, MI 49203 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, ("**Act 381**"), the Authority recommended adoption of a brownfield plan (the "**Brownfield Plan**") on June 12, 2024 to add property located at and adjacent to 545 Hupp Avenue, Jackson, Michigan (the "**Property**").

B. The Developer owns the Property, which is included in the Brownfield Plan as an "eligible property" because it is a "facility" as defined by Act 381.

C. The Developer intends to conduct eligible activities on the Property in order to address brownfield conditions and redevelop the site by constructing a new building addition to create additional space for manufacturing, (the "**Project**"). The Project will include environmental activities, asbestos survey and abatement activities, demolition costs, site preparation activities, public infrastructure improvements, and brownfield plan/work plan preparation (the "**Eligible Activities**"), all as described in the

Brownfield Plan and eligible for reimbursement under Act 381. The total cost of Eligible Activities is $324,196 (the "**Total Eligible Brownfield TIF Costs**").

D. Act 381 permits the Authority to capture and use the school tax (where applicable) and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "**Brownfield TIF Revenue**").

E. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer or others for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the Developer or their assigns for the cost of its Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property. The amount reimbursed to the Developer or their assigns for the Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs. The cost of Eligible Activities conducted by Developer prior to the approval of the Brownfield Plan by the Authority, which are included in the Total Eligible Brownfield TIF Costs, are eligible for reimbursement from the Brownfield TIF Revenue collected from the Property. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities for the term set forth in section 4,

below. Reimbursement payments shall be made on an annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes.

During the term of this Agreement, the Authority shall capture all available Brownfield TIF Revenue from the Property as allowed under the Plan and use those revenues as provided in this Agreement.

3. Reimbursement Process.

(a) Developer shall submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by the Developer on or before twelve (12) months after an unconditional certificate of occupancy has been issued for the Project. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Eligible Activities within sixty (60) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement as set forth in paragraph 1 of this Agreement. The Developer shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its sixty (60) day review period. If the Authority determines that the requested costs are deemed

ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for rejection within the Authority's sixty (60) day review period. The Developer shall then have forty-five (45) days to provide supplemental information or documents to the Authority demonstrating that the costs are eligible for reimbursement. A meeting of the Authority Board will be scheduled to render a final decision of the Authority on the reimbursement request.

(c) The Authority shall send all payments to the Developer or their assigns by U.S. mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to Developer's bank account. Developer may change the address by providing written notice sent by U.S. mail to the Authority.

(d) Payments to the developer will be made from available Brownfield TIF Revenue. If a partial payment is made by the Authority because of insufficient Brownfield TIF Revenue, the Authority shall make additional payments toward the remaining amount in subsequent fiscal years upon receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to Developer or their assigns or the end of the Term (defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any other source of revenue but may do so at its sole discretion.

(e) The Authority may charge an Administrative Expense on an annual basis for its actual cost of administering the Plan. The Administrative Expense will be paid for from Brownfield TIF Revenue on an annual or semi-annual basis prior to making payments to the Developer, or their assigns, from the remaining available Brownfield

TIF Revenue. This fee, if administered, will be 10% of the available tax increment revenues each year.

4. Term of Agreement.

The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities until such time as the Developer is fully reimbursed for the Eligible Activities set forth in the Brownfield Plan and approved in accordance with section 3, above (the "**Term**").

5. Adjustments.

In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

If the Developer appeals any tax assessment, the Authority shall place available Brownfield TIF Revenues in escrow and will dispense the appropriate Brownfield TIF Revenues upon final adjudication of the appeal by a court of competent jurisdiction.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or eligible activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided*, *however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, provided, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided*, *further*, that the Developer may make a collateral assignment of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by such Developer, (b) owns or controls such Developer or (c) is under

common ownership or control with such Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Promotion and Marketing.

Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

10. Cooperation.

Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies.

11. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

12. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

CITY OF JACKSON

By:_____

Its:_____

CITY OF JACKSON BROWNFIELD
REDEVELOPMENT AUTHORITY

By:_____

Its:_____

AIR HYDRAULICS, INC.

By:_____

Its:_____

Appendix 3

CITY OF JACKSON
Founded 1829

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

NOTICE TO ALL TAXING JURISDICTIONS

The City of Jackson proposes to approve a Brownfield Plan for a property in the City of Jackson, Jackson, Michigan.

The City of Jackson has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of four parcels of property located at 545 Hupp Ave, Jackson, Michigan. The property is four parcels that will be redeveloped into a new, extended building to maintain and expand the manufacturing operations of Air Hydraulics, Inc. onsite.

The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes pre-approved environmental activities, asbestos abatement, building demolition, and site preparation costs.

The plan will be considered for adoption at the July 16, 2024 meeting of the Jackson City Council held at 6:30pm in the City Council Chambers, at Jackson City Hall, 161 W Michigan Avenue, Jackson, Michigan 49201. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Chris Atkin, catkin@cityofjackson.org, or at (517) 768-6433.

Dated: July 1, 2024

Appendix 4

CITY OF JACKSON
Founded 1829

Brownfield Redevelopment Authority

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

NOTICE OF PUBLIC HEARING

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

REGARDING THE ADOPTION OF A BROWNFIELD PLAN
OF
AIR HYDRAULICS ASSEMBLY BUILDING, CITY OF JACKSON
JACKSON COUNTY, MICHIGAN

TO ALL INTERESTED PERSONS IN JACKSON COUNTY

PLEASE TAKE NOTICE that the Jackson City Council will hold a Public Hearing on Tuesday, the 16th day of July 2024, at approximately 6:30pm, Eastern Daylight time held in the City Council Chambers, City Hall, 161 W Michigan Avenue, Jackson, Michigan to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 545 Hupp Ave, City of Jackson, Jackson County, Michigan. The following legal parcels are included in the "eligible property":

- Parcel ID # 6-013600000, 6-013800000, 6-013500000, 6-0135.1000

The project will involve the redevelopment of a new, extended building to maintain and expand the manufacturing operations of Air Hydraulics, Inc. onsite. Primary eligible activities include pre-approved environmental activities, asbestos abatement, building demolition, and site preparation activities.

The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at The City's Community Development Department. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from Chris Atkin, catkin@cityofjackson.org, or at (517) 768- 6433.

THIS NOTICE is given by order of the City of Jackson, Michigan.

Andrea Muray
City of Jackson Clerk

CITY COUNCIL MEETING MINUTES

July 16, 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 First Ward Councilmember Arlene Robinson.

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, Grant Administrator Cory Mays, and Assistant City Engineer Troy White, and Deputy Director of Police Services Sergio Garcia.

ADOPTION OF AGENDA:

Motion was made by Councilmember Wood, seconded by Councilmember Hunt 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: none.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the June 11, 2024 Regular Meeting of the Jackson City Council
Approve the minutes of the regular meeting of the Jackson City Council on June 11, 2024

B. Jackson Civil War Society
Consider a resolution to 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
Approve 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 Mission of Hope Cancer Fund to host the Paint the Trail Oink 5K on October 12, 2024 on the MLK Equality Trail

Motion was made by Councilmember Wood, seconded by Councilmember Gunn 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. Amendment to Section 22-8 Special Assessments – Final Reading/Final Adoption
Recommendation: *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 city street systems.*

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

NEW BUSINESS

A. Water System Revenue Bond Ordinance
Recommendation: *Adopt the Water System Revenue Bond Ordinance*

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

B. Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy
Recommendation: *Approve a resolution to enter into the grant agreement with the Michigan Department of Environmental, Great Lakes and Energy (EGLE) for the American Recuse Plan – State Revolving Fund and authorize the Director of Public Works and City Clerk to execute the appropriate document(s).*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve a resolution to enter into the grant agreement with the Michigan Department of Environmental, Great Lakes and Energy (EGLE) for the American Recuse Plan – State Revolving Fund and authorize the Director of Public Works and City Clerk to execute the appropriate document(s). Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacement Contract Tentative Award

Recommendation: *Adopt a resolution for tentative award for the contract for the Drinking Water State Revolving Fund 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 to appropriate document(s).*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to adopt a resolution for tentative award for the contract for the Drinking Water State Revolving Fund 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 to appropriate document(s). Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

D. Transportation Asset Management Plan

Recommendation: *Accept the Transportation Asset Management Plan.*

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

E. Change Order 1 to the Parking Lot 21 Improvements Contract

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.*

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

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

Recommendation: *Approve an easement for electric facilities to Consumers Energy to service the Blackstone Apartments and authorization for the Mayor to sign the easement.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve an easement for electric facilities to Consumers Energy to service the Blackstone Apartments and authorization for the Mayor to sign the easement. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. CWSRF Change Order No. 6 Allied Contract

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.*

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

H. City of Jackson, International Association of Fire Fighters Local 1306 2024-2028 Labor Agreement

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

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to approve the 2024-2028 Labor Agreement between the City of Jackson and the International Association of Fire Fighters Local 1306 (IAFF). 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 Development Agreements

Recommendation: *Approve the Development Agreements for the Welcome Hone 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 modification as needed, and further authorize the City Manager to execute to appropriate documents necessary to complete these agreements.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the Development Agreements for the Welcome Hone 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 modification as needed, and further authorize the City Manager to execute to appropriate documents necessary to complete these agreements. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

J. 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.*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to nominate Vice Mayor Dancy to serve as the City's official representative to cast the vote of the City at the Annual Meeting. *Vice Mayor Dancy accepted the nomination.* Vote was taken on motion. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

K. 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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to 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. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: Vice Mayor Dancy (1). Motion carried.

L. Employment Agreement Addendums

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

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the addendums to the employment agreements between the City of Jackson and Jonathan Greene, City Manager, and Matthew Hagerty, City Attorney. 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, Wood, Hunt, and Forgrave all offered comments. Councilmember Gunn declined to offer comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Gunn. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 7:21 p.m.



City of Jackson, Michigan
Preliminary Financial Statements

As of and for the Twelve Ended June 30, 2024

Unaudited

City of Jackson, Michigan
General Fund Expenditure Summary
As of and for the Twelve Ended June 30, 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	7,799	94,186	80.60%	22,675
101-103	Charter Review Committee	2,500	2,500	-	-	0.00%	2,500
101-172	City Manager	506,926	548,582	47,680	539,284	98.31%	9,298
101-191	Finance	555,688	943,691	49,649	647,808	68.65%	295,883
101-215	City Clerk	344,251	341,841	32,139	339,091	99.20%	2,750
101-228	Management Info. Services	436,693	442,442	26,014	380,592	86.02%	61,850
101-233	Purchasing	133,042	175,252	2,521	165,006	94.15%	10,246
101-253	City Treasurer	412,661	432,663	34,661	412,690	95.38%	19,973
101-254	City Income Tax	242,395	256,647	21,751	219,256	85.43%	37,391
101-257	City Assessor	501,053	503,543	44,392	481,318	95.59%	22,225
101-262	City Clerk-Elections	206,354	200,616	14,060	178,436	88.94%	22,180
101-265	City Hall & Grounds	684,161	618,874	60,316	422,602	68.29%	196,272
101-266	City Attorney	761,346	802,231	77,743	783,048	97.61%	19,183
101-270	Personnel	590,561	663,311	61,694	438,542	66.11%	224,769
101-278	Unallocated	812,434	846,000	105,367	774,668	91.57%	71,332
		6,311,721	**6,895,054**	**585,786**	**5,876,527**	**85.23%**	**1,018,527**
Judicial:							
101-299	Admin. Hearings Bureau	190,318	173,876	9,401	152,097	87.47%	21,779
		190,318	**173,876**	**9,401**	**152,097**	**87.47%**	**21,779**
Public Safety:							
101-301	Police	11,682,501	11,379,549	1,022,904	10,888,229	95.68%	491,320
101-311	OSHP Grant	4,642	11,558	654	3,661	31.68%	7,897
101-320	Consortium Training	12,500	55,200	750	50,064	90.70%	5,136
101-321	In Service Training	5,000	15,841	2,254	12,400	78.28%	3,441
101-340	Fire Suppression	6,003,612	6,937,422	571,331	6,824,527	98.37%	112,895
101-350	Public Safety - Unallocated	2,094,302	2,066,694	144,999	1,989,980	96.29%	76,714
		19,802,557	**20,466,264**	**1,742,892**	**19,768,861**	**96.59%**	**697,403**
Public Works :							
101-442	Forestry	824,212	833,679	73,191	717,758	86.10%	115,921
101-444	Sidewalk Construction	151,456	149,286	4,754	33,260	22.28%	116,026
101-445	Drains at Large	107,133	105,350	(185)	29,277	27.79%	76,073
101-450	Street Lighting	615,248	614,227	27,766	548,698	89.33%	65,529
101-455	Weed Control	96,269	102,620	32,446	78,864	76.85%	23,756
101-465	Grounds Maintenance	488,287	479,280	43,615	398,227	83.09%	81,053
101-567	Cemeteries	374,516	456,631	49,166	394,307	86.35%	62,324
101-571	Tax Property Maintenance	216,716	210,412	34,833	135,374	64.34%	75,038
101-572	Civic Affairs	121,229	148,921	11,474	101,856	68.40%	47,065
		2,995,066	**3,100,406**	**277,060**	**2,437,621**	**78.62%**	**662,785**
Community & Economic Development:							
101-701	Planning	252,305	252,376	20,511	234,145	92.78%	18,231
101-728	Economic Development	147,400	170,500	20,153	125,604	73.67%	44,896
		399,705	**422,876**	**40,664**	**359,749**	**85.07%**	**63,127**

City of Jackson, Michigan
General Fund Expenditure Summary
As of and for the Twelve Ended June 30, 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	25,137	338,099	93.62%	23,053
101-758	Lt. Nixon Memorial Pool	137,729	279,775	57,639	233,551	83.48%	46,224
101-771	Parks & Facilities Maintenance	910,352	1,577,295	266,214	1,100,050	69.74%	477,245
101-803	Historical District	14,440	15,991	1,165	13,151	82.24%	2,840
101-806	Diversity, Equity & Inclusion	452,638	380,903	28,812	308,880	81.09%	72,023
		1,837,145	**2,615,116**	**378,967**	**1,993,731**	**76.24%**	**621,385**
Contributions to Other Funds:							
101-965	Contributions to Other Funds	**932,133**	**1,606,893**	40,000	342,465	**21.31%**	**1,264,428**
	Total General Fund Expenditures	**32,468,645**	**35,280,485**	**3,074,770**	**30,931,051**	**87.67%**	**4,349,434**
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	50,393	50,393	100.79%	(393)
155	Ella W. Sharp Endowment	30,850	30,850	36,699	36,699	118.96%	(5,849)
160	Lloyd E. Mount Endowment	5,600	7,100	7,195	7,195	101.34%	(95)
Special Revenue Funds :							
202	Major Street	19,849,761	24,861,458	931,016	8,474,795	34.09%	16,386,663
203	Local Street	4,162,881	1,816,726	489,874	1,324,246	72.89%	492,480
208	Ella W. Sharp Park Operating	984,832	1,053,222	196,038	1,042,729	99.00%	10,493
213	Opioid Settlement Fund	118,175	89,000	-	89,000	100.00%	0
218	Affordable Housing	3,519,760	1,366,531	140,756	983,066	71.94%	383,465
234	HCDF Mich Grant	-	-	532	4,713	n/a	(4,713)
245	Public Improvement	1,511,115	1,416,949	605,189	1,041,912	73.53%	375,037
246	Cortland St. Redev. Project	23,527	2,032,500	578,381	1,170,265	57.58%	862,235
249	Building Department	638,850	646,691	43,420	592,420	91.61%	54,271
251	Housing Code Enforcement	1,290,495	1,232,751	95,649	1,038,331	84.23%	194,420
252	Building Demolitions	1,000	441,667	62,659	221,813	50.22%	219,854
265	Drug Law Enforcement	16,338	16,376	2,593	17,193	104.99%	(817)
272	SAFER Grant	525,581	533,965	78,409	484,018	90.65%	49,947
273	Project Safe Neighborhoods	234,542	148,294	42,139	140,654	94.85%	7,640
275	Byrne/JAG Programs	25,000	53,822	-	23,202	43.11%	30,620
279	American Rescue Plan Act	75,000	75,000	-	12,555	16.74%	62,445
280	Housing Redevelopment - MI Hope Grant	-	-	11,124	11,124	n/a	(11,124)
285	Brownfield EPA Assessment Grant	-	400,000	59,013	246,782	61.70%	153,218
296	Recreation Activity	266,824	277,824	25,117	273,735	98.53%	4,089
297	Recreation Millage Program	623,067	760,848	51,144	719,433	94.56%	41,415
Debt Service Funds :							
308	2020 Capital Improvement D/S	223,788	223,788	-	223,788	100.00%	0
352	2017 Mich. Trans. Fund D/S	762,068	762,068	-	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 Twelve Ended June 30, 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	750	1,419,000	100.00%	0
389	2017 BRA TIF Refunding D/S	420,144	420,144	-	420,144	100.00%	0
391	2021 BRA TIF Refunding D/S	791,839	791,839	-	791,838	100.00%	1
394	2001 DDA TIF D/S	2,881,749	2,881,824	-	2,881,823	100.00%	1
395	2019 DDA TIF Refunding D/S	208,365	208,365	-	208,365	100.00%	0
Capital Projects Funds :							
401	Capital Projects	1,113,031	1,314,806	117,531	935,893	71.18%	378,913
402	Water Equip. and Replacemt.	7,099,234	6,205,997	2,583,277	5,647,056	90.99%	558,941
403	Lead Service Line Replacement	2,082,538	1,404,151	70,268	732,867	52.19%	671,284
404	Sanitary Sewer Maint.	663,044	606,097	39,727	303,662	50.10%	302,435
405	Sanitary Sewer Replacement	2,985,140	2,467,571	242,921	811,906	32.90%	1,655,665
406	Wastewater Equip. Replacemt.	6,228,293	10,684,904	1,577,040	7,031,745	65.81%	3,653,159
407	2022 Sewer Sys. Project Const.	5,697,802	7,480,902	766,704	5,184,425	69.30%	2,296,477
409	2022 Water Sys. Project Const.	16,342,000	6,471,846	34,776	1,119,449	17.30%	5,352,397
426	2024 MI Trans. Bonds Const. Fund	2,196,096	1,873,978	78,534	78,534	4.19%	1,795,444
488	MLK Corridor Improvemt. Authority	4,507,925	1,058,000	338,749	851,045	80.44%	206,955
489	Brownfield Redevelopmt. Auth.	1,804,230	1,714,753	289,193	1,649,925	96.22%	64,828
494	DDA Project	3,090,114	3,090,189	-	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	317,485	562,315	105.04%	(27,003)
519	Cooper/Francis Parking Deck	283,957	282,951	3,056	51,604	18.24%	231,347
590	Sewer	16,320,273	18,838,776	1,732,614	13,609,920	72.24%	5,228,856
591	Water	34,209,037	23,850,787	1,242,372	13,973,592	58.59%	9,877,195
Internal Service Funds :							
641	Public Works Administration	472,518	494,417	33,809	358,039	72.42%	136,378
642	Engineering Administration	339,842	353,075	26,117	311,948	88.35%	41,127
643	Local Site Remed. Revolving	20,000	20,000	-	-	0.00%	20,000
661	Motor Pool and Garage	1,606,109	2,336,775	126,747	1,922,587	82.28%	414,188
676	Workers' Compensation	220,350	280,075	2,998	186,169	66.47%	93,906
677	Self-Insured Health Care	5,474,627	5,891,817	532,529	5,854,109	99.36%	37,708
Trust & Agency Funds :							
703	County & School Tax Collection	28,400,000	28,570,000	206,386	206,386	0.72%	28,363,614
731	Employees' Retirement System	4,160,000	4,225,000	-	4,154,588	98.33%	70,412
732	Policemen's/Firemen's Pension	523,000	425,000	32,252	414,297	97.48%	10,703
734	Police./Fire. Pension-345	6,440,000	6,240,000	474,551	5,869,013	94.05%	370,987
736	Public Employee Health Care	29,000	15,000	4,330	12,242	81.61%	2,758
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	-	1,413,804	98.34%	23,887

City of Jackson
All Funds - Revenue Summary
As of and for the Twelve Ended June 30, 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	56,113	11,269,402	101.53%
Income Taxes		10,750,000	10,900,000	219,577	10,936,325	100.33%
State Revenue Sharing		5,732,948	5,634,780	869,849	4,714,174	83.66%
Licenses & Permits		368,015	338,010	2,890	265,240	78.47%
Federal Grants		1,267,483	2,348,811	2,717	2,039,344	86.82%
State Grants		5,414	117,255	46,480	201,016	171.43%
Charges For Goods & Services		1,378,957	1,464,654	159,584	1,214,175	82.90%
Fines & Forfeits		390,611	267,500	5,799	367,481	137.38%
Investment Income		185,000	635,000	(139,923)	428,214	67.44%
Miscellaneous		335,095	907,463	4,707	269,741	29.72%
Contributions From Other Funds		101,000	424,000	258,797	360,205	84.95%
Contributions From Local Units		12,500	12,500	6,060	12,144	97.15%
Proceeds from Sale of Capital Assets		41,600	459,100	16,414	461,899	100.61%
Total General Fund Revenues		**31,584,240**	**34,609,018**	**1,509,064**	**32,539,360**	**94.02%**
Funds consolidated with the General Fund for financial reporting purposes:						
102	**Budget Stabilization**	**20,000**	**40,000**	**7,367**	**65,453**	**163.63%**
Permanent Funds :						
151	Cemetery Perpetual Maint.	41,000	70,000	55,678	78,995	112.85%
155	Ella W. Sharp Endowment	30,850	30,850	62,300	62,300	201.94%
160	Lloyd E. Mount Endowment	5,600	7,100	15,875	15,875	223.60%
Special Revenue Funds :						
202	Major Street	19,653,590	23,894,202	1,077,971	6,759,855	28.29%
203	Local Street	3,461,459	2,034,675	104,050	1,506,433	74.04%
208	Ella W. Sharp Park Operating	975,450	1,065,225	155,345	756,189	70.99%
213	Opiod Settlement Fund	0	33,563	-	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	7,461	1,423,493	103.08%
246	Cortland St. Redev. Project	500	2,008,000	1,133	386,822	19.26%
249	Building Department	513,400	592,550	59,547	743,414	125.46%
251	Housing Code Enforcement	1,045,600	1,264,300	55,362	1,231,543	97.41%
252	Building Demolitions	1,000	468,879	127,487	385,837	82.29%
265	Drug Law Enforcement	20,700	45,898	7,257	53,799	117.21%
272	SAFER Grant	525,581	533,965	37,376	400,025	74.92%
273	Project Safe Neighborhood	234,542	148,294	34,689	111,793	75.39%
275	Byrne/JAG Programs	25,000	53,822	-	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	220,775	220,792	55.20%
296	Recreation Activity	270,250	352,500	28,216	350,562	99.45%
297	Recreation Millage Program	651,500	710,500	418,718	727,054	102.33%
Debt Service Funds :						
308	2020 Capital Improvement D/S	223,788	223,788	-	223,788	100.00%
352	2017 Mich. Trans. Fund D/S	762,068	762,068	-	762,068	100.00%
367	2021 City Hall Refunding D/S	708,500	756,000	1,429	803,453	106.28%

City of Jackson
All Funds - Revenue Summary
As of and for the Twelve Ended June 30, 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	-	420,144	100.00%
391	2021 BRA TIF Refunding D/S	791,839	791,839	-	791,838	100.00%
394	2001 DDA TIF D/S	2,881,749	2,881,824	-	2,881,823	100.00%
395	2019 DDA TIF Refunding D/S	208,365	208,365	-	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	453,761	5,610,429	102.76%
403	Lead Service Line Replacement	2,913,517	2,743,836	150,310	2,090,092	76.17%
404	Sanitary Sewer Maintenance	663,044	606,097	39,676	303,611	50.09%
405	Sanitary Sewer Replacement	1,535,190	2,642,010	638,492	2,671,087	101.10%
406	Wastewater Equip. Replacemt.	3,990,800	6,705,306	151,021	4,545,336	67.79%
407	2022 Sewer Sys. Project Const.	5,697,802	7,480,902	515,643	4,417,721	59.05%
409	2022 Water Sys. Project Const.	16,342,000	6,471,847	164,254	1,084,672	16.76%
426	2024 MI Trans. Fund Bond Const. Fund	4,501,000	4,501,000	3,946,916	3,946,916	87.69%
488	MLK Corridor Improvemt. Authority	4,507,925	1,070,393	-	356,100	33.27%
489	Brownfield Redevelopmt. Auth.	1,977,300	1,737,727	39,228	1,795,106	103.30%
494	DDA Project	3,525,000	3,622,025	32,397	3,670,154	101.33%
Enterprise Funds :						
514	Auto Parking System	95,443	97,943	92,354	101,450	103.58%
518	Parking Assessment	311,449	333,332	29,428	377,221	113.17%
519	Cooper/Francis Parking Deck	15,550	25,540	4,873	36,588	143.26%
590	Sewer	12,702,461	15,887,374	1,502,781	12,061,715	75.92%
591	Water	31,059,822	37,585,740	1,435,794	14,587,253	38.81%
Internal Service Funds :						
641	Public Works Administration	364,799	367,089	27,222	361,480	98.47%
642	Engineering Administration	266,815	274,605	25,504	259,947	94.66%
643	Local Site Remed. Revolving	63,500	78,959	2,198	78,715	99.69%
661	Motor Pool and Garage	1,309,590	2,135,805	167,498	2,291,673	107.30%
676	Workers' Compensation	167,500	225,000	20,822	231,686	102.97%
677	Self-Insured Health Care	5,702,000	5,760,000	459,849	5,753,418	99.89%
Trust & Agency Funds :						
703	County & School Tax Collection	28,400,000	28,570,000	25,589	206,386	0.72%
731	Employees' Retirement System	6,376,460	6,176,460	-	5,344,521	86.53%
732	Policemen's/Firemen's Pension	510,902	584,544	33,294	636,132	108.83%
734	Police./Fire. Pension-345	10,852,297	10,802,297	1,010,543	12,859,646	119.05%
736	Public Employees Health Care	230,000	230,000	117,427	599,126	260.49%
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	(446)	1,126,700	76.25%

City of Jackson
Notes to Revenue & Expenditure Summaries
As of and for the Twelve Ended June 30, 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: August 13, 2024

SUBJECT: DIRECTTV, LLC Annual Video Report for U-verse Video Service in Michigan

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Recommendation:

Accept the report submitted, as required by the local franchise agreement, by Direct TV

Copy to Michigan Municipalities being sent as required under MPSC rules.

DIRECTV

Via e-mail delivery

July 17, 2024

Ryan McAnany, Director
Michigan Public Service Commission
7109 W. Saginaw Hwy.
Lansing, Michigan 48917

Re: DIRECTV, LLC (DIRECTV) Annual Video Report

DIRECTV, LLC ("DIRECTV") hereby submits its Annual Video Report to the Michigan Public Service Commission and franchising entities under Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended, or "Video Act"). A copy of the report is being provided to the Clerk in each of the Michigan communities where DIRECTV has a local franchise agreement for U-verse video service. These are the same communities previously served by Michigan Bell Telephone Company ("AT&T Michigan").

We respectfully request the Commission to accept this report. Questions regarding this report can be directed to me as follows:

DIRECTV
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 90245
e-mail: scott.alexander@directv.com
telephone: (214) 202-3185

Sincerely,



Scott J. Alexander
Senior Director – External Affairs

Enclosure

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DIRECTV

July 17, 2024

DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan

DIRECTV, LLC ("DIRECTV") submits this Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or "Video Act").

On or about August 11, 2021, the municipalities served by Michigan Bell Telephone Company ("AT&T Michigan") were notified that their Uniform Video Local Franchise Agreement ("Agreement") was transferred to DIRECTV and that AT&T retains a majority economic interest in DIRECTV, with TPG Capital holding a minority economic interest. DIRECTV is a separate, affiliate company and operates independently of AT&T.

DIRECTV will continue to meet the terms of those Agreements and of the Video Act, as it relates to the continued provision of the U-verse IP-enabled video service. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 240 HD channels
- Ability to record up to 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber's smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers and 24/7 online
- Online customer service and technical support is available at https://www.att.com/support/topic/u-verse-tv/

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Traffic Control Order 2400, Argyle – Wisner to West.

Recommendation:

Approval of Traffic Control Order 2400 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Wisner Street and West Avenue.

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

I recommend approval of Traffic Control Order 2400. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Approval of Traffic Control Order 2400 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Wisner Street and West Avenue.

ISSUE STATEMENT

The speed limit on Argyle Street was put in place in October 1962. Due to increased traffic over the years, an engineering and safety study by use of radar was conducted to obtain the current 85th percentile and adjust the current speed limit to current needs of this section of roadway. The study shows the 85th percentile of free flowing traffic to be 32.8 MPH and the 50th percentile to be 26.3 MPH, justifying the increase in the speed limit from the current 25 MPH to 30 MPH.

DESCRIBE THE CONSEQUENCES

If this TCO is not approved, the City would be in violation of state law for speed limits, which was changed in Public Act 447 of 2016, stating that the speed limit shall not be posted less than the 50th percentile.

OWNERSHIP

The City of Jackson is responsible for the traffic control on city streets. Increasing the speed limit to 30 MPH will promote safety and a uniform traffic flow reflective of the speed that most drivers perceive as safe under favorable driving conditions.

SOLUTION

Engineering, after review of the traffic study, agrees with increasing the speed limit to 30 MPH and installing the increased speed limit signs replacing the two 25 MPH signs in this section of roadway. The estimated cost for the signs is $307.78, broken down as follows and paid from Major Streets Traffic funds.

- 2 – 30 MPH signs @ $31.55/$63.10
- 2 – hours labor/equipment, @ $122.34/$244.68 total
- Estimated total = $307.78

FACILITATE IMPLEMENTATION

Approval of Traffic Control Order 2400 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Wisner Street and West Avenue.

ATTACHMENTS

1. Engineering TCO 2400 Argyle, Wisner to West att.

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2400

LOCATION: **Argyle Street between Wisner Street and West Avenue**
DATE: August 13, 2024
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

Increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Wisner Street and West Avenue.

BY JON H. DOWLING, P.E.

RECOMMENDATION

After an engineering and safety study using radar to obtain the 85th percentile of free flowing traffic on Argyle Street it was determined the speed limit should be raised from 25 MPH to 30 MPH.

APPROVED ☐ REJECTED ☐ **DATE: 8/13/24** BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: 8/13/2024
TO: Sign Shop

Install 30 MPH speed limit signs utilizing the existing posts to replace the 25 MPH signs currently in place.

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	**2**
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other (Speed Limit)

ASSIGNMENT COMPLETED

DATE: **BY: Sign Shop**

WORK INSPECTED

REMARKS:

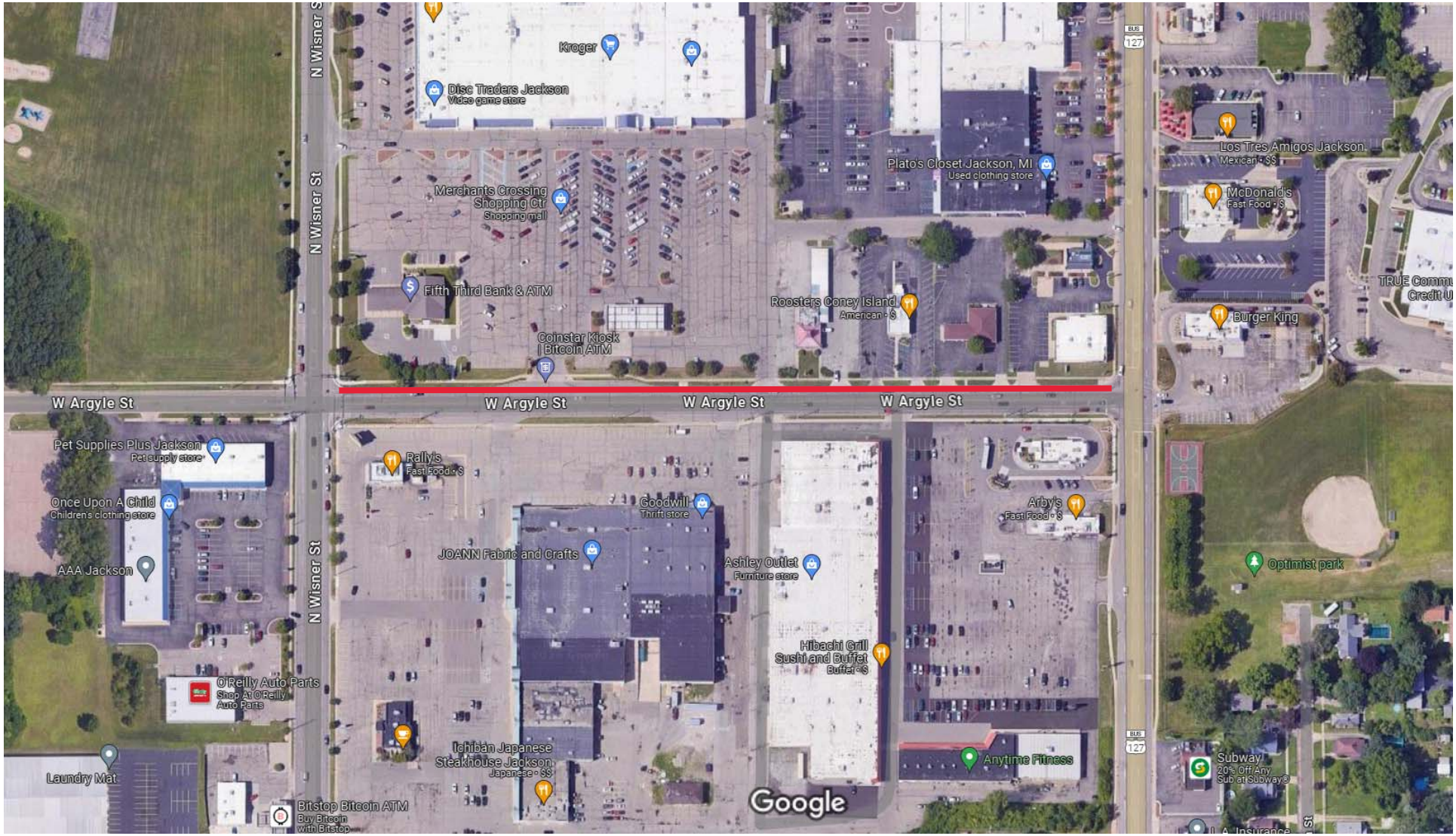
DATE: **BY: Jon H. Dowling, P.E., City Engineer**

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

Argyle St. between Wisner St. & West Ave
Speed Limit Increase 25 mph - 30 mph

TCO 2400

Google Maps



JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Traffic Control Order 2401, Argyle – Brown to Wisner.

Recommendation:

Approval of Traffic Control Order 2401 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Brown Street and Wisner Street.

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

I recommend approval of Traffic Control Order 2401. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Approval of Traffic Control Order 2401 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Brown Street and Wisner Street.

ISSUE STATEMENT

The speed limit on Argyle Street was put in place in October 1962. Due to increased traffic over the years, an engineering and safety study by use of radar was conducted to obtain the current 85th percentile and adjust the current speed limit to current needs of this section of roadway. The study shows the 85th percentile of free flowing traffic to be 32.8 MPH and the 50th percentile to be 26.3 MPH, justifying the increase in the speed limit from the current 25 MPH to 30 MPH.

DESCRIBE THE CONSEQUENCES

If this TCO is not approved, the City would be in violation of state law for speed limits, which was changed in Public Act 447 of 2016, stating that the speed limit shall not be posted less than the 50th percentile.

OWNERSHIP

The City of Jackson is responsible for the traffic control on city streets. Increasing the speed limit to 30 MPH will promote safety and a uniform traffic flow reflective of the speed that most drivers perceive as safe under favorable driving conditions.

SOLUTION

Engineering, after review of the traffic study, agrees with increasing the speed limit to 30 MPH and installing the increased speed limit signs replacing the two 25 MPH signs in this section of roadway. The estimated cost for the signs is $307.78, broken down as follows and paid from Major Streets Traffic funds.

- 2 – 30 MPH signs @ $31.55/$63.10
- 2 – hours labor/equipment, @ $122.34/$244.68 total
- Estimated total = $307.78

FACILITATE IMPLEMENTATION

Approval of Traffic Control Order 2401 to increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Brown Street and Wisner Street.

ATTACHMENTS

1. Engineering TCO 2401 Argyle, Brown to Wisner att.

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2401

LOCATION: **Argyle Street between Brown Street and Wisner Street**
DATE: August 13, 2024
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

Increase the speed limit from 25 miles per hour to 30 miles per hour on Argyle Street between Brown Street and Wisner Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

After an engineering and safety study using radar to obtain the 85th percentile of free flowing traffic on Argyle Street it was determined the speed limit should be raised from 25 MPH to 30 MPH

APPROVED ☐ REJECTED ☐ **DATE: 8/13/24** BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: 8/13/2024
TO: Sign Shop

Install 30 MPH speed limit signs utilizing the existing posts to replace the 25 MPH signs currently in place.

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	2
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other (Speed Limit)

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

Argyle St. between Brown St. & Wisner St.
Speed Limit Increase 25 mph - 30 mph

TCO 2401



Imagery ©2024 Maxar Technologies, Map data ©2024 100 ft

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Traffic Control Order 2402, Monroe – Wisner to West.

Recommendation:

Approval of Traffic Control Order 2402 to increase the speed limit from 25 miles per hour to 30 miles per hour on Monroe Street between Wisner Street and West Avenue.

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

I recommend approval of Traffic Control Order 2402. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Approval of Traffic Control Order 2402 to increase the speed limit from 25 miles per hour to 30 miles per hour on Monroe Street between Wisner Street and West Avenue.

ISSUE STATEMENT

The speed limit on Argyle Street was put in place in October 1962. Due to increased traffic over the years an engineering and safety study by use of radar was conducted to obtain the current 85th percentile and adjust the current speed limit to current needs of this section of roadway. The study shows the 85th percentile of free flowing traffic to be 34.9 MPH and the 50th percentile to be 30.1 MPH, justifying the increase in the speed limit from the current 25 MPH to 30 MPH.

DESCRIBE THE CONSEQUENCES

If this TCO is not approved, the City would be in violation of state law for speed limits, which was changed in Public Act 447 of 2016, stating that the speed limit shall not be posted less than the 50th percentile.

OWNERSHIP

The City of Jackson is responsible for the traffic control on city streets. Increasing the speed limit to 30 MPH will promote safety and a uniform traffic flow reflective of the speed that most drivers perceive as safe under favorable driving conditions.

SOLUTION

Engineering, after review of the traffic study, agrees with increasing the speed limit to 30 MPH and installing the increased speed limit signs replacing the two 25 MPH signs in this section of roadway. The estimated cost for the signs is $307.78, broken down as follows and paid from Major Streets Traffic funds.

- 2 – 30 MPH signs @ $31.55/$63.10
- 2 – hours labor/equipment, @ $122.34/$244.68 total
- Estimated total = $307.78

FACILITATE IMPLEMENTATION

Approval of Traffic Control Order 2402 to increase the speed limit from 25 miles per hour to 30 miles per hour on Monroe Street between Wisner Street and West Avenue.

ATTACHMENTS

1. Engineering TCO 2402 Monroe, Wisner to West att.

CITY OF JACKSON, MICHIGAN

TRAFFIC ENGINEERING DIVISION

Traffic Control Order No. 2402

LOCATION: **Monroe Street between Wisner Street and West Avenue**
DATE: August 13, 2024
ASSIGNED TO: Sign Shop

TCO DESCRIPTION

Increase the speed limit from 25 miles per hour to 30 miles per hour on Monroe Street between Wisner Street and West Avenue.

BY JON H. DOWLING, P.E.

RECOMMENDATION

After an engineering and safety study using radar to obtain the 85th percentile of free flowing traffic on Argyle Street it was determined the speed limit should be raised from 25 MPH to 30 MPH

APPROVED ☐ REJECTED ☐ **DATE: 8/13/24** BY CITY COUNCIL

WORK ASSIGNMENT:
DATE: 8/13/2024
TO: Sign Shop

Install 30 MPH speed limit signs utilizing the existing posts to replace the 25 MPH signs currently in place.

BY JON H. DOWLING, P.E.

MATERIAL USED

☐	☐	☐	☐	☐	☐	☐	☐	2
Posts	Stop	Time Limit	No Parking	Loading Zone	One Way	Yield	Paint	Other (Speed Limit)

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

Monroe St. between Wisner St. & West Ave
Speed Limit Increase 25 mph - 30 mph

TCO 2402



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 100 ft

To the Chair,

Racial Equity Commission City of Jackson

Subject: Resignation from the Commission

Dear Chair,

I am writing to formally resign from my position on the Racial Equity Commission, effective August 1st, as I have accepted a job in a different state.

It has been an incredible opportunity to serve the people of the City of Jackson and to collaborate with each member of the commission. I am deeply grateful for the support and opportunities I have received during my tenure.

Working with you and the entire team has been a pleasure, and I look forward to staying in touch. I hope our paths cross again in the future.

I wish the commission continued success in its vital work for the community of Jackson.

Thank you for your understanding.

Sincerely,

Bikash Jha

Dear Chairperson and Commissioners,

I am writing to formally resign from my position as a Commissionaire with the City of Jackson, effective August 1st. Please accept this letter as my formal notice of resignation.

It has been an honor and privilege to serve the City of Jackson in this capacity. I have cherished the opportunity to contribute to the city's initiatives and work alongside such dedicated colleagues. The experiences and relationships I have gained during my tenure have been invaluable to me both personally and professionally.

I would like to take this opportunity to express my heartfelt gratitude to the Commission for their leadership and support. Under your guidance, significant strides have been made in enhancing the quality of life for the residents of Jackson. It has been inspiring to witness the positive impact of our collective efforts on the community.

Although I am resigning from my current role, my commitment to the betterment of Jackson and its people remains unwavering. I will continue to support and advocate for the city in any way I can.

I will ensure a smooth transition of my duties over the coming weeks. Please let me know how I can assist during this transition period.

Thank you once again for the opportunity to serve the City of Jackson. I am grateful for the experiences and memories that will stay with me forever.

Yours sincerely,

Bikash Jha

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Jackson Hispanic Heritage Festival 2024

Recommendation:

Approve a request from Nuestra Comunidad to host their Jackson Hispanic Heritage Festival event on September 14, 2024 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Hispanic Heritage Festival.

I recommend approval of the Special Event Application for the Jackson Hispanic Heritage Festival. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from Nuestra Comunidad to host their Jackson Hispanic Heritage Festival event on September 14, 2024 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of 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
Community Development	X		$0.00
Parks & Recreation	X		$800.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$1,200.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, electricity, water, garbage

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Nuestra Comunidad to host their Jackson Hispanic Heritage Festival event on September 14, 2024 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson

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ATTACHMENTS

1. SEA--Hispanic Heritage Festival 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 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: Nuestra Comunidad		
Address: 608 N. State St.		Phone: (517) 962-3614
Tax ID#: 92-3256932	Website:	
Contact Name: Leticia Albarran	Phone: 517-962-3614	Email: lalbarran08@gmail.com
Contact Name: Jacob Inosencio	Phone: 517-745-9805	Email: Jwinosencio@gmail.com
Contact Name During Event: Jacob Inosencio		Phone: (517) 745-9805

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
9/14/2024	9:00AM	12:00PM	10:00PM	10:00 PM

Has this event occurred before? ☐Yes, (if yes, how many previous years? 2 Years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 800-1000 ~~attendees~~

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.

JHHF is a cultural and music festival for Jackson and surrounding counties. It is a festival centered around the Hispanic/LatinX community and culture with a focus of bringing the community together for a place to gather, enjoy themselves with authentic food/music and learn about the local commuity resources available to the spanish speaking population. Community organizations and small businesses live entertainment and activities for youth/children will all be present at our third annual festival.

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

Street Name: W.Michigan Ave Cross Streets N. Blackstone & W. Michigan

Closure Start Date: 9/14/24 Time: 8:00 AM Closure End Date: 9/14/24 Time: 11:30 PM

Street Name: ~~N. Jackson~~ Cross Streets ~~N. Jackson & W. Michigan Ave~~

Closure Start Date: ~~9/14/24~~ Time: ~~8:00 AM~~ Closure End Date: ~~9/14/24~~ Time: ~~11:30 PM~~

Per the DDA cannot close down Jackson St.

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: for food vendors *no food trucks - *M.E.*

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: A water spout connected to the fire hydrant at the cross street of Hayes Ct. & W.Michigan Ave

Amount of water needed: _____ Locations of where water is needed: _____

☒ **Food/Vendors**: Indicate vendors requirements: Ability to utilize the electrical boxes located in Horace B. Park for vendors to have electricity hookup

Amount of electrical wattage needed: _____ Amount of plug ins: _____

Locations of where plugs are needed: _____ Number of vendors: 20-24 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 Management will be handled by city of Jackson. I have scheduled a dumpster to be dropped off the night before for festival garbage disposal.

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

All American Toilets will be providing 6 portable toilets for the public usage and 8 hand washing stations. They will be placed on Michigan Ave in front of the Hayes Hotel.

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 • 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: 7/1/2024

Office Use ONLY
Application Received:
Date: 7/7/24
Time:
By: Melissa Evans
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2024

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	CONTACT NAME: Reanne Asbury	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: rasbury@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United States Liability Ins. Co.	25895
INSURED Nuestra Comunidad 215 N Higby St Jackson MI 49202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20240703111155434 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		NBP1568298A	08/02/2024	08/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal Liability	$ 1,000,000 $ 100,000 $ 5,000 $ $ 2,000,000 $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The City of Jackson is listed as Additional Insured in respect to the General Liability.

CERTIFICATE HOLDER

City of Jackson
161 W. Michigan Ave
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2024

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	CONTACT NAME: Reanne Asbury	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: rasbury@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United States Liability Ins. Co.	25895
INSURED Nuestra Comunidad 215 N Higby St Jackson MI 49202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20240703111226217 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NBP1568298A	08/02/2024	08/02/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
							Fire Legal Liability	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Downtown Development Authority is listed as Additional Insured in respect to the General Liability.

CERTIFICATE HOLDER

Downtown Development Authority
161 W. Michigan Ave
Jackson MI 40201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Per DDA, event cannot close down Jackson St. and the basketball court will need to be in another location. Emailed and LM with Leticia 7/26/24 and 7/31/24

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Jackson High School Homecoming Parade

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Recommendation:

Approve a request from Jackson High School Homecoming Parade on Friday, October 4, 2024, and use road closures on Jackson Streets with a police escort.

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

I recommend approval of the Special Event Application for the Jackson High School Homecoming Parade. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from Jackson High School Homecoming Parade on Friday, October 4, 2024, and use road closures on Jackson Streets with a police escort.

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		$400.00
Public Works	X		$0.00
		TOTAL	***$400.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, police escort/assistance

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jackson High School Homecoming Parade on Friday, October 4, 2024, and use road closures on Jackson Streets with a police escort.

ATTACHMENTS

1. SEA--Jackson High School Homecoming Parade

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 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)
- [X] Insurance documentation for sponsoring organization
- [X] 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: Jackson High School		
Address: 544 Wildwood Ave		Phone: (517) 841-3700
Tax ID#: 38-6001907	Website: jpsk12.org	
Contact Name: Monica Pierce	Phone: 517-841-3701	Email: monica.pierce@jpsk12.org
Contact Name: Machelle Shelton	Phone: 517-841-3798	Email: machelle.shelton@jpsk12.org
Contact Name During Event: Machelle Shelton		Phone: (517) 936-1703

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
10/4/24	5:00 p.m.	6:00 p.m.	7:00 p.m.	7:00 pm

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

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

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

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

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

☐ Horace Blackman Park

☐ Bucky Harris Park

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

☐ GrandRiver Farmers Market Pavilion

☐ TRUE City Square (Stage)

☐ MLK Equality Trail

☑ Other Location: Start at Walmart's back lot - end at JHS

☑ 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.

Jackson High School's 2024 Homecoming parade will take place on 10/4/24 from Walmart to the west side parking lot at Jackson High

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

Street Name: N Brown Cross Streets _____

Closure Start Date: 10/4/24 Time: 5:50 Closure End Date: 10/4/24 Time: 6:10

Street Name: Daniel Cross Streets _____

Closure Start Date: 10/4/24 Time: 5:50 Closure End Date: 10/4/24 Time: 6:15

Street Name: Wildwood Cross Streets _____

Closure Start Date: 10/4/24 Time: 5:55 Closure End Date: 10/4/24 Time: 6:30

Street Name: Stewart Cross Streets _____

Closure Start Date: 10/4/24 Time: 5:55 Closure End Date: 10/4/24 Time: 6:30

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

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

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

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

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

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

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

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

Additional Event Information

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

n/a - Parade

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

n/a - Parade

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 • 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: Monica Pierce

Date: 7/3/24

Office Use ONLY	
Application Received: Date:	7-19-2024
Time:	3:01 PM
By:	BETH (MAIL)
Application Fee Received:	$75

#80280

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

CERTIFICATE OF COVERAGE

PRODUCER

SET SEG
1520 Earl Avenue
East Lansing, MI 48823

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

COMPANIES AFFORDING COVERAGE

MEMBER

Jackson Public Schools
522 Wildwood Ave |
Jackson, MI 49201

A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC-38170-2025-01	10/4/2024	10/4/2024	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 $3,000,000 $1,000,000 $3,000,000
A	**EXCESS LIABILITY** [X] General Liability [X] Automobile Liability [X] Garage Liability	PC-38170-2025-01	10/4/2024	10/4/2024	OCCURRENCE ANNUAL AGGREGATE	$10,000,000 $10,000,000

DESCRIPTION City of Jackson and Downtown Development Authority are added as additional insured under Jackson Public Schools general liability coverage limited to the activities performed by or on behalf of Jackson Public Schools as it represents the districts use of facilities for the Jackson High School's Homecoming Parade on 10/04/2024.

CERTIFICATE HOLDER

City of Jackson and Downtown Development Authority
161 W. Michigan Ave. |
Jackson, MI 49201
Additional Insured

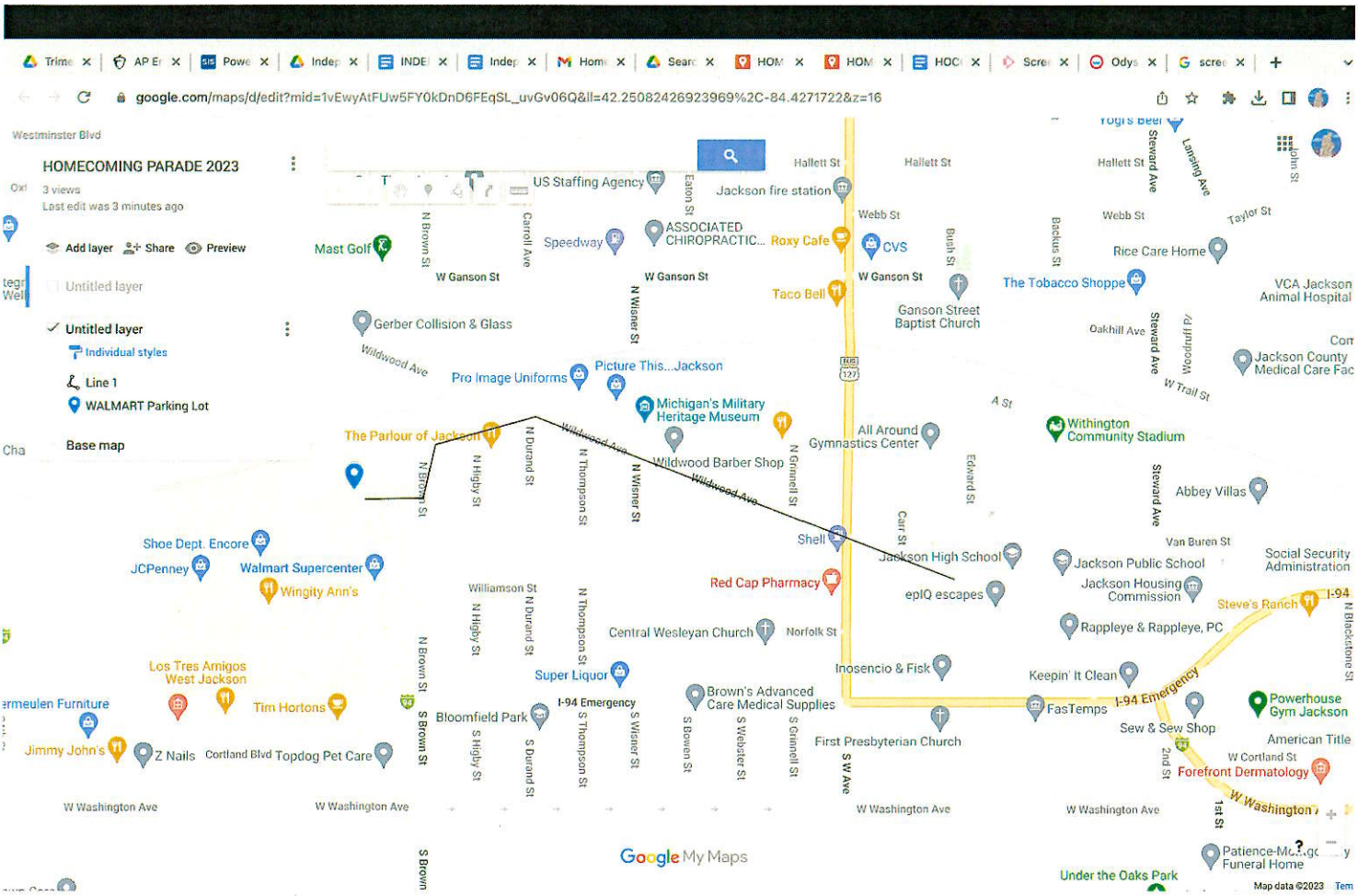
SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY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

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

6/17/2024


google.com/maps/d/edit?mid=1vEwyAtFUw5FY0kDnD6FEqSL_uvGv06Q&ll=42.25082426923969%2C-84.4271722&z=16
HOMECOMING PARADE 2023
3 views
Last edit was 3 minutes ago
Add layer
Share
Preview
Untitled layer
Untitled layer
Individual styles
Line 1
WALMART Parking Lot
Base map
Westminster Blvd
Hallett St
Webb St
W Ganson St
W Washington Ave
Wildwood Ave
W Trail St
Oakhill Ave
Van Buren St
Williamson St
Cortland Blvd
W Cortland St
Norfolk St
Carr St
Edward St
Steward Ave
Lansing Ave
Taylor St
Backus St
Bush St
Eaton St
Carroll Ave
N Brown St
N Higby St
N Durand St
N Thompson St
N Wisner St
N Grinnell St
S Brown St
S Higby St
S Durand St
S Thompson St
S Wisner St
S Bowen St
S Webster St
S Grinnell St
S W Ave
2nd St
1st St
W Washington
US Staffing Agency
Jackson fire station
ASSOCIATED CHIROPRACTIC...
Roxy Cafe
CVS
Speedway
Mast Golf
Taco Bell
Ganson Street Baptist Church
The Tobacco Shoppe
Rice Care Home
VCA Jackson Animal Hospital
Jackson County Medical Care Fac
Gerber Collision & Glass
Pro Image Uniforms
Picture This...Jackson
Michigan's Military Heritage Museum
The Parlour of Jackson
Wildwood Barber Shop
All Around Gymnastics Center
Withington Community Stadium
Abbey Villas
Shoe Dept. Encore
JCPenney
Walmart Supercenter
Wingity Ann's
Shell
Jackson High School
Jackson Public School
Social Security Administration
Jackson Housing Commission
Red Cap Pharmacy
epIQ escapes
Steve's Ranch
I-94
Rappleye & Rappleye, PC
Central Wesleyan Church
Inosencio & Fisk
Keepin' It Clean
Powerhouse Gym Jackson
Los Tres Amigos West Jackson
Tim Hortons
Super Liquor
I-94 Emergency
Brown's Advanced Care Medical Supplies
FasTemps
Sew & Sew Shop
American Title
Bloomfield Park
First Presbyterian Church
Forefront Dermatology
Jimmy John's
Z Nails
Topdog Pet Care
Patience-Mc..gc... Funeral Home
Under the Oaks Park
Google My Maps
Map data ©2023

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Grand River Cleanup 2024

Recommendation:

Approve a request from the Grand River Environmental Action Team for Grand River Cleanup on September 14, 2024.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Grand River Cleanup 2024.

I recommend approval of the Special Event Application for Grand River Cleanup 2024. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from the Grand River Environmental Action Team for Grand River Cleanup on September 14, 2024.

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
Community Development	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 Grand River Environmental Action Team for Grand River Cleanup on September 14, 2024.

ATTACHMENTS

1. SEA--Grand River Cleanup 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

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

Make checks payable to "Downtown Development Authority"

NOTE: INSURANCE DOCUMENTS HAVE BEEN ORDERED AND WILL BE PROVIDED AS SOON AS AVAILABLE

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^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Grand River Environmental Action Team		
Address: P.O. Box 223, Jackson, MI 49204		Phone: (517) 513-7504
Tax ID#: 38-2986485	Website: www.great-mi.org	
Contact Name: Jack L. Ripstra	Phone: (517) 740-5680	Email: jlripstra@aol.com
Contact Name:	Phone:	Email:
Contact Name During Event: Jack L. Ripstra		Phone: (517) 740-5680

Event Information

Event Name: Grand River Cleanup

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
September 14, 2024	10:00 a.m.	11:00 a.m.	4:00 p.m.	5:00 p.m.

Has this event occurred before? ☑Yes, (if yes, how many previous years? 33 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 50

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

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Cleanup of the Grand River

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: R.A. Greene

Brief description of Event

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

Cleanup of the Grand River from downtown Jackson to R.A. Greene Park

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:_____

Insurance

Please request the following documentation from your insurance carrier.

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

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

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

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

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

Special Event Application

Certification & Signature

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

Signature: _____

Date: July 13, 2024

Office Use ONLY
Application Received:
Date: 7/15/24
Time:
By: Melissa Gross
Application Fee Received: $50 Check #1946

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


RA GREENE PARK FOR GRAND RIVER CLEANUP
Legend
Feature 1
DUMPTSTER FOR TRASH
REGISTRATION TABLE
PORTABLE TOILET
EMERGENCY VEHICLE ACCESS
VEHICLE PARKING AREA
Google Earth
300 ft
N

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2024

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	CONTACT NAME: Ashly L. Cutler	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: acutler@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hastings Mutual	14176
INSURED Grand River Environmental Action Team PO Box 224 Rives Junction MI 49227	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20240715081448354 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP6220990	05/07/2024	05/07/2025	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACV6226164	07/11/2024	07/11/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Jackson Downtown Development Authority and City of Jackson are considered as additional insured in regard to General Liability coverage.

CERTIFICATE HOLDER

City of Jackson Downtown Development Authority
161 W. Michigan Ave
Jackson MI 49201

Email: aecon@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 Ashly Cutler

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	E-MAIL ADDRESS: acutler@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hastings Mutual	14176
INSURED Grand River Environmental Action Team PO Box 224 Rives Junction MI 49227	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACV6226164	07/11/2024	07/11/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Jackson Downtown Development Authority and City of Jackson are considered as additional insured in regard to General Liability coverage.

CERTIFICATE HOLDER

City of Jackson Downtown Development Authority
161 W. Michigan Ave
Jackson MI 49201

Email: aecon@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 Ashly Cutler

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Henry Ford 5k at Cascades

---

Recommendation:

Approve a request from the Foote Hospital DBA/Henry Ford Jackson for the Henry Ford 5k at Cascades Park on September 8, 2024.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for Henry Ford 5k at Cascades.

I recommend approval of the Special Event Application for Henry Ford 5k at Cascades. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from the Foote Hospital DBA/Henry Ford Jackson for the Henry Ford 5k at Cascades Park on September 8, 2024.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$400.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Foote Hospital DBA/Henry Ford Jackson for the Henry Ford 5k at Cascades Park on September 8, 2024.

ATTACHMENTS

1. SEA-Henry Ford Cascades 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

- [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: Foote Hospital DBA / Henry Ford Jackson		
Address: 205 N. East Ave, Jxn, MI. 49201		Phone: (517) 205-6739
Tax ID#: 38-2027689	Website:	
Contact Name: Theresa Dark	Phone: 517-812-9325	Email: tdark1@hfhs.org
Contact Name:	Phone:	Email:
Contact Name During Event: Theresa Dark		Phone: (517) 812-9325

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
09/08/24	6A	8a	11A	12p

Has this event occurred before? ☒Yes, (if yes, how many previous years? 39 yrs ☐No

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

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

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

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

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Cascades Park

☐ 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.

5K Cross Country Run

5K Run/Walk

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

Street Name: S. Brown St. Cross Streets Hi & St. & Kubsky Rd

Closure Start Date: 09/08/24 Time: 6:30 A Closure End Date: 09/08/24 Time: 12p

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:_____

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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.

Not a City of Jackson resource - M.E.

☒ **Electrical Power:** Indicate electrical requirements: ~~Access to Electrical outlets~~

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.

Extra Boxes @ Lowes for Garbage will be onSite.

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

Plan on utilizing the bathrooms onsite

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 • 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: 8/12/24

Office Use ONLY
Application Received: Date: 7/12/24 Time: By: Melissa Evans
Application Fee Received:

Invoiced Henry Ford 7/12/24 - M.E.

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

Amenities

- A The Cascades
- B Cascades Ice Cream Shop
- C Driving Range
- D Baseball Diamond
- E Consession Stand
- F Basketball Court
- G Paved Recreation Area
- H Playground
- I Swings
- J Cascades Museum/Gift Shop
- K Drinking Fountain
- L Restroom
- M Fishing Pier
- N Splash Pad
- O Band Shell
- P MyFive Pavilion
- Q Cascades South Pavilion
- R Memorial Garden
- S Manor House

Shoemaker Dr
Gilroy Rd
W High St
Park Entrance
S Wisner St
S Bowen St
S Grinnell St
Rowan St
Levant St
W Concourse St
Randolph St
S Brown St
Smalley St
Denton Rd
Kibby Rd
Glen Dr
N Grovedale Ave
Broadcrest Rd
Refer to Sparks Foundation Golf Course Map
Main Park Entrance

Legend

- Parking
- Grill
- Paths
- Multi Use Trails

jacksoncountyparks.org

N W E S

0 500 Feet

SPARKS FOUNDATION
COUNTY PARK (NORTH)

1401 S Brown Street, Jackson, MI, 49201
Main Entrance Coordinates: 42.233° N, 84.426° W

Jackson COUNTY PARKS

Map prepared by Jackson County GIS on 2/14/2019

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Beats in the Park 2024

Recommendation:

> Approve a request from Beats in the Park to host Beats in the Park on Saturday, September 21, 2024, in Horace Blackman, Bucky Harris Parks, Grand River Pavilion, and City parking lots.

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

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from Beats in the Park to host Beats in the Park on Saturday, September 21, 2024, in Horace Blackman, Bucky Harris Parks, Grand River Pavilion, and City parking lots.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$1400.00
	TOTAL		***$1400.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Cannabis consumption pending approval from CRA, electricity, traffic cones, mobile stage, water

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Beats in the Park to host Beats in the Park on Saturday, September 21, 2024, in Horace Blackman, Bucky Harris Parks, Grand River Pavilion, and City parking lots.

ATTACHMENTS

1. SEA--Beats in the Park 2024 Updated

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: Beats In The Park		
Address: 508 West Biddle Street, Jackson MI 49203		Phone: (517) 879-9479
Tax ID#: 93-4678477	Website: www.BeatsInThePark.info	
Contact Name: Kyle Wade	Phone: (517) 879-9479	Email: KyleWade1462@gmail.com
Contact Name:	Phone:	Email:
Contact Name During Event: Kyle Wade		Phone: (517) 879-9479

Event Information

Event Name: Beats In The Park: Music & Art Festival

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Saturday, September 21, 2024	09/20/24 @ 9pm	09/21/24 @ 3pm	09/21/24 @ 10pm	09/21/24 @ 10pm

9/21 10-12

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? 1,000

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: Black Lot, Emma Nichols, Post Office Parking lot,

☑ Streets: ~~Pearl Street, South Jackson, Mechanic, Michigan Ave~~ talked with Tyler 7/29/24 KE.

☐ 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.

Free Annual Music & Art Festival in Downtown Jackson featuring over 30 bands, 150 art vendors, food trucks, and activities!

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

Street Name: S. Jackson Street Cross Streets W. Michigan to Pearl Street

Closure Start Date: 09/21/24 Time: 10am Closure End Date: 09/21/24 Time: 10pm

Street Name: Pearl Street Cross Streets S. Jackson to Mechanic Street

Closure Start Date: 09/21/24 Time: 10am Closure End Date: 09/21/24 Time: 10pm

Street Name: Mechanic Street Cross Streets Pearl Street to Michigan Ave

Closure Start Date: 09/21/24 Time: 10am Closure End Date: 09/21/24 Time: 10pm

Street Name: Michigan Ave Cross Streets S. Jackson to Mechanic Street

Closure Start Date: 09/21/24 Time: 10am Closure End Date: 09/21/24 Time: 10pm

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

* No Street closures

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: 6 Electrical Outlets for Food Trucks
Amount of electrical wattage needed: _____ Amount of plug ins: 6
Locations of where plugs are needed: Horace Blackman Park
****All electrical lines MUST be covered to limit tripping hazards. ****
* additional electrical boxes at Ogma, ~~Jackson Coffee Co,~~ ~~and City Hall~~

☑ **Water Needs:** Indicate water requirements: Spigot for hose connection
Amount of water needed: 100 gallons Locations of where water is needed: Horace Blackman

☑ **Food/Vendors:** Indicate vendors requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: 6
Locations of where plugs are needed: Horace Blackman Park Number of vendors: 6

☐ ~~**Alcohol Sales**~~: (If yes attach liquor license and liquor liability insurance) Cannabis Consumption | AU-TMEA-000191- Pending application with CRA.
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.

Paid Hauling Services and designated staff for trash pick up and monitoring

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

Paid Portable Bathroom rentals (3 Men's/3 Womens - 6 total) that will be available during the entirety of the event.

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 • 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: Nathaniel B. Wade

Date: 05/22/24

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

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	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State National Insurance Company, Inc.	12831
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Beats In The Park 508 W Biddle St Jackson, MI 49203

COVERAGES **CERTIFICATE NUMBER:** 483887351 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTLF9WVL9-00-GL	05/20/2024	05/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $1,000,000.00 $1,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			NXTLF9WVL9-00-GL	05/20/2024	05/20/2025	Each Occurrence: Aggregate:	$1,000,000.00 $1,000,000.00

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

The Certificate Holder is Jackson Downtown Dev Authority. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Jackson Downtown Dev Authority
161 W Michigan Ave
Jackson, MI 49201

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2024

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.

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PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Beats In The Park
508 W Biddle St
Jackson, MI 49203

COVERAGES **CERTIFICATE NUMBER:** 778134589 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		NXTLF9WVL9-00-GL	05/20/2024	05/20/2025	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$10,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$1,000,000.00
							PRODUCTS - COMP/OP AGG	$1,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			NXTLF9WVL9-00-GL	05/20/2024	05/20/2025	Each Occurrence: Aggregate:	$1,000,000.00 $1,000,000.00

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

The Certificate Holder is City of Jackson. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Jackson
161 W Michigan Ave
Jackson, MI 49201

LIVE CERTIFICATE
Click or scan to view

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
Ann Ryan

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Grand River Brewery - Jackson
Old National Bank
TRUE CITY SQUARE - LIVE MUSIC & SEATING AREA
THE 200
RED LOT #5 - LIVE MUSIC & VENDOR AREA
Huntington Bank
Fraternal Order of E
1 MENS & 1 WOMEN'S PORTABLE BATHROOMS (8 TOTAL)
Schuppach's Sporting Goods
Sporting goods store
W Pearl St
N Mechanic St
Jackson District - Carnegie Library
HORACE BLACKMAN PARK - FOOD TRUCK & VENDOR AREA
The Dirty Bird
Grill · $$
Horace Blackman Park
Nevermore Decor Store
Home goods store
TWO TRASH RECEPTACLES LOCATIONS
W Michigan Ave
E Michigan Ave
VERITAS
Jackson Symphony Orchestra
Ogma
Axe Play
GREEN LOT #8 - LIVE MUSIC & MARIJUANA CONSUMPTION AREA
RED LOT #9A - VENDOR AREA
Otsego
Anesthesia Business Consultants
S Jackson St
W Cortland St
W Cortland St
E Cortland St
Cortland St
BUCKY HARRIS PARK - LIVE MUSIC & VENDOR AREA
BLACK LOT #7 - LIVE MUSIC & VENDOR AREA
County National Bank
RED LOT #9 - LIVE MUSIC AREA
W Washington Ave
E Washington Ave
St Paul's Episcopal Church

GRETCHEN WHITMER
GOVERNOR

MARLON I. BROWN, DPA
DIRECTOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING
VIA ELECTRONIC MAIL

July 02, 2024

RE: Municipality Notification - Temporary Marijuana Event Application Received

The Cannabis Regulatory Agency (CRA) has received an application for a temporary marijuana event license from an applicant indicating their proposed event will be located in your municipality. Section 9 of the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27959, requires the CRA to provide notice of receipt of a complete application to the municipality in which the establishment is to be located.

Please note the following information concerning the temporary marijuana event application:

Applicant/Marijuana Event Organizer Licensee Name: Moshky, LLC
Proposed Event Name: Beats In The Park ("BITP")
License Application Number: AU-TMEA-000191
Proposed Date: 09/21/2024 - 09/21/2024

If the municipality does not notify the CRA that the temporary marijuana event above is not in compliance with an ordinance consistent with section 6 of the MRTMA, and the licensee otherwise qualifies for the license, the CRA will issue the state license.

If the proposed temporary marijuana event above is not in compliance with an ordinance consistent with section 6 of the MRTMA, please immediately complete and return the enclosed Municipal Notification of Noncompliance form.

Please confirm receipt of this notification. If the CRA does not receive confirmation that this notification was received and/or does not receive a completed Municipal Notification of Noncompliance form within ten days, the CRA will follow up with the municipality.

For guidance on frequently asked municipality-related questions about the CRA's licensing and inspections processes, please review the CRA's Municipal Guide.

If you have questions or concerns regarding this notification, you may contact the CRA by calling (517) 284-8599 or emailing CRA-AdultUseLicensing@michigan.gov.

Sincerely,

Applications Section
Licensing Division
Cannabis Regulatory Agency

CANNABIS REGULATORY AGENCY

Adult-Use Licensing | Licensing Division
P.O. Box 30205, Lansing, MI 48909
Telephone: 517-284-8599
CRA-AdultUseLicensing@Michigan.gov
CRA-AdultUseRenewals@Michigan.gov

MUNICIPAL NOTIFICATION OF NONCOMPLIANCE

Do not sign until a notary is present

I, _____ of _____,
Clerk/Designee Name — Name of Municipality

have received a Municipality Notification from the Cannabis Regulatory Agency for the following adult-use establishment:

Applicant or Licensee Name: _____

Application or License Number: _____

Establishment Type: _____

Establishment Address: _____

I attest to and confirm that the adult-use marijuana establishment identified above is not in compliance with an ordinance consistent with section 6 of the Michigan Regulation and Taxation of Marijuana Act, as follows (briefly describe):

_____ _____
Clerk/Designee Signature — Date

Subscribed and sworn to by _____ before me on _____.
(Clerk or Designee Name) — (Date)

_____ _____
(Notary Public Signature) — (Notary Public Printed Name)

State of _____, County of _____. Acting in the county of _____, _____.
(county) — (state)

My commission expires: _____.

Completed forms regarding new applicants should be sent via email to CRA-AdultUseLicensing@michigan.gov.
Completed forms regarding renewal applicants should be sent via email to CRA-AdultUseRenewals@michigan.gov.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Topia Art & Tech Festival

---

Recommendation:

Approve a request from Jackson Young Professionals to host the Topia Art & Tech Festival on September 5-7, 2024, downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for Topia Art & Tech Festival.

I recommend approval of the Special Event Application for Topia Art & Tech Festival. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from Jackson Young Professionals to host the Topia Art & Tech Festival on September 5-7, 2024, 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
Community Development	X		$0.00
Parks & Recreation	X		$1248.00
Police	X		$0.00
Public Works	X		$1500.00
		TOTAL	***$2748.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Street closure, traffic cones, water, black metal fencing, bleachers, picnic tables

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jackson Young Professionals to host the Topia Art & Tech Festival on September 5-7, 2024, downtown Jackson.

ATTACHMENTS

1. SEA--TOPIA 2024

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 Please take app fee from DDA sponsorship
- ☒ $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: Jackson Young Profesionals		
Address: P.O. Box 1260, Jackson, MI 49201		Phone: ( )
Tax ID#: 47-1587257	Website: www.jxnyp.com/www.topiafestival.com	
Contact Name: Jacqueline Austin	Phone: (517) 414-7890	Email: jacqaustin@thinkjacksonmi.com
Contact Name: Renee Lynde	Phone: (248) 720-8045	Email: r.lynde55@gmail.com
Contact Name During Event: Jacqueline Austin		Phone: (517) 414-7890

Event Information

Event Name: TOPIA Art+Tech Festival

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
September 5-7, 2024	9/4/2024 8am-3pm	9/5/2024 3pm	9/7/2024 11pm	9/8/2024 8am-12pm

Has this event occurred before? ☒Yes, (if yes, how many previous years? Once, Called ETA Festival in 2023 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 10,000

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: Mechanic St between Pearl and Michigan

☐ 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.

Our re-branded art and technology festival, TOPIA will feature innovative new-media art installations of self-expression more accessible to individuals who may not have many opportunities to experience and learn about them. The festival will feature food trucks, and a last night free musical performance. Through thoughtfully planned programming we aspire to bridge the gap and provide a platform for exploration and discovery.

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

Street Name: N Mechanic St Cross Streets Mechanic St between Pearl and Michigan

Closure Start Date: 9/4/2024 Time: 10pm Closure End Date: 9/8/2024 Time: 12pm

Street Name: Parking Lot #14 Cross Streets Accessed off Pearl St.

Closure Start Date: 09/04/2024 Time: 8a. Closure End Date: 09/08/2024 Time: 12pm

Street Name: Parking on Michigan Ave. near Lot #14 Cross Streets This would be used for loading, we would only block as needed.

Closure Start Date: 09/04/2024 Time: 8am Closure End Date: 09/08/2024 Time: 12pm

Street Name: Parking on Pearl St. along Michigan Theater Cross Streets This would be used for loading, we would only block as needed.

Closure Start Date: 09/04/2024 Time: 8am Closure End Date: 09/08/2024 Time: 12pm

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: Tap on fire hydrant located on Pearl St. at the entrance to Lot #14
Amount of water needed:_____ Locations of where water is needed: _____

☒ **Food/Vendors**: Indicate vendors requirements: We will provide generators or vendors will be required to have their own power
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: See Attached

Additional Event Information

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

The event will have additional trash cans placed, with additional dumpsters to empty the trash into.

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

A number of Porta Potties will be placed in the vicinity of the food trucks, including an accessible one.

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 • 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: Jacquelyn Austin

Date: 07/30/2024

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or 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

Special Event Application Addendum

TOPIA Art+Tech Festival – September 5-7, 2024

City Resource Requests:



- Traffic Cones: We request 20 extra Traffic Cones, preferably the Looper Cone Style (pictured to the right). We will use these to help with traffic flow and to block areas for setup.
- No Parking Signs: We will need to block off some parking as needed along Michigan Ave. & Pearl St. These areas will be used for loading/unloading. We will only block the parking when necessary.
- Picnic Tables: Any available picnic tables to be used for public seating.
- Bleachers: All sets of bleachers available to be used for public seating.
- Black Metal Fencing: 20-30 pieces of black fencing to be used to fence off festival area.
- Hydrants/Water Access:
    - Tap on the hydrant on Pearl St. at the entrance to Lot #14..
- Hanging Banners:
    - We will wrap a vinyl banner around every mast arm (stop lights). They will be installed in a way that does not damage the pole and will be installed 1 month prior to the event and removed 1 week after the event.



- Insurance: Insurance certificates will be provided in advance of the festival.
- Security: We will be contracting with Overwatch Security for 24/7 security of the festival site. We will setup a meeting between Overwatch and the Police to ensure we are covered properly.
- Trash: We will be contracting with Emmons to provide trash receptacles throughout the festival site. We will also bring in a dumpster to aid in making sure trash is properly maintained.



- Downtown Clean-up: We will do a clean-up of areas downtown (with a focus on the festival area) on August 24, 2024. We request the use of leaf blowers; Additional trash cans; Rakes; Shovels; Brooms; Buckets; Wheelbarrows and assistance to remove debris collected throughout the clean-up.

Setup Schedule:

8/24/2024 **Downtown Clean-up** 9:00a.-1:00p.

Focus will be primarily on Parking Lot #14 and festival areas on Mechanic St. & Pearl St.. If time allows, volunteers will also clean up areas around all of the Bright Walls Murals.

Request: Use of leaf blowers; Additional trash cans; Rakes; Shovels; Brooms; Buckets; Wheelbarrows

9/4/2024 **Festival Setup** 8:00a.

Request: Delivery of street closure signs; Traffic Cones; Fencing; Picnic Tables; Bleachers

9/5/2024 **Festival**

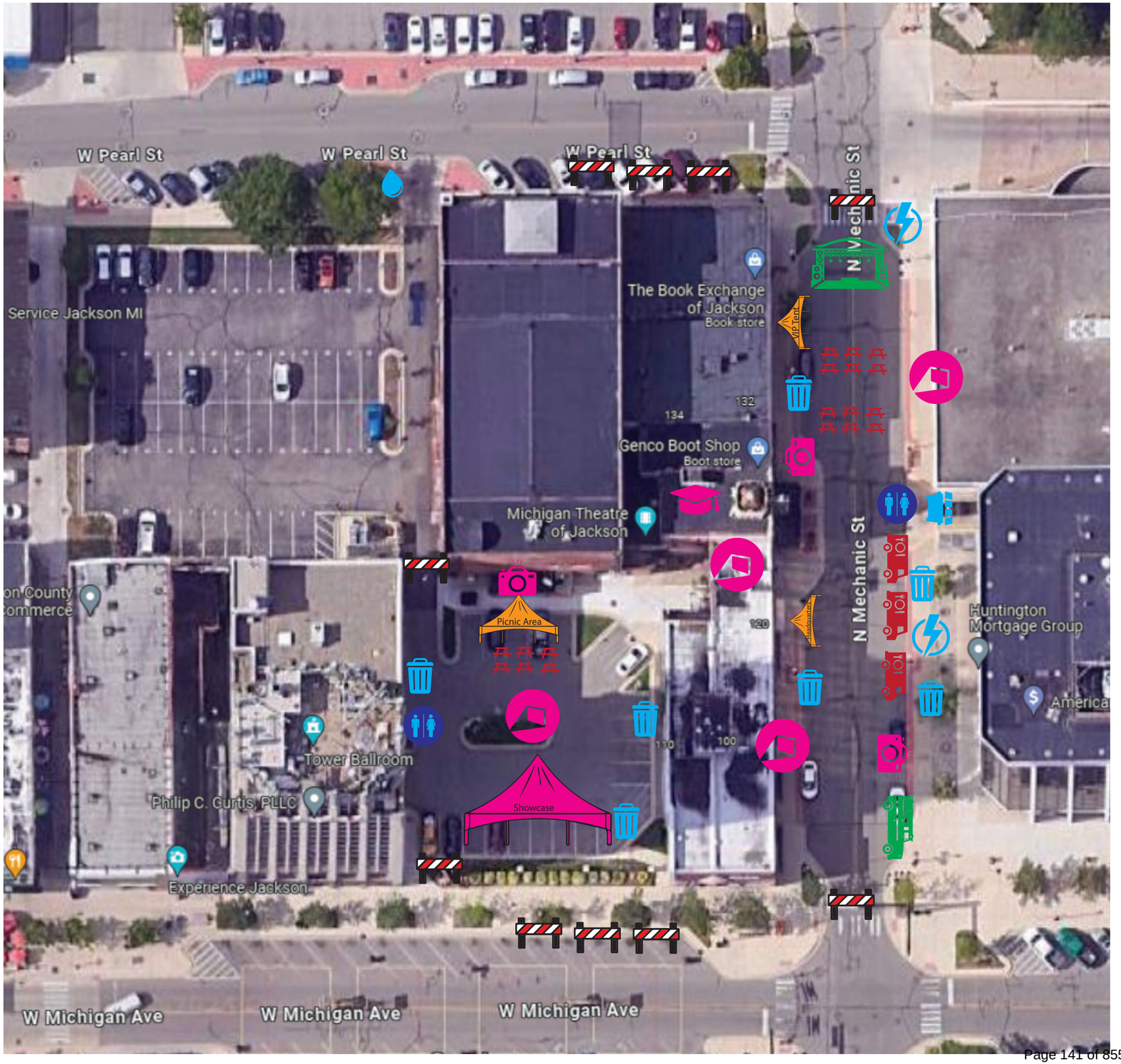
9/9/2024 **Festival Tear Down**

Request: Pickup any city property (road closed signs, cones, tables, bleachers)

EVENT MAP

- **Road Closures**
- **Tents**
- **Food Trucks**
- **Seating**
- **Art Installation**
- **Stage**
- **Selfie Station**
- **Security**
- **Education**

- **Electricity/Generator**
- **Portable Toilets**
- **Dumpster**
- **Trash Cans**
- **Water Access**



JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Jackson Pride Festival & Picnic

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Recommendation:

Approve a request from the Jackson Pride Center to host the Pride Festival on August 18, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Pride Festival & Picnic.

I recommend approval of the Jackson Pride Festival & Picnic. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from the Jackson Pride Center to host the Pride Festival on August 18, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$450.00
Public Works	X		$1400.00
		TOTAL	***$1850.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electricity, police assistance, street closures, water, traffic cones

OWNERSHIP

Insurance Status: Approved, pending receipt of the proper certificate of insurance.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Pride Center to host the Pride Festival on August 18, 2024, in Horace Blackman Park, True Community Credit Union City Square, and the streets of downtown Jackson.

ATTACHMENTS

1. SEA-Jackson Pride Festival & Picnic Updated

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*
  7/8/24 To be provided
- ☐ 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: Jackson Pride Center		
Address: P.O. Box 4086		Phone: (517) 740-2629
Tax ID#: 82-4250359	Website: mijacksonpride.org	
Contact Name: Chris Gorton	Phone: (517)673-6480 Email: gorton.info@gmail.com	
Contact Name: same	Phone: Email:	
Contact Name During Event: same		Phone: ( )

Event Information

Event Name: Jackson Pride Festival

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
8-18-24	7am	12noon	6pm	6-9pm

Has this event occurred before? ☒Yes, (if yes, how many previous years? 6 ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 1,500

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: see below

☐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.

Walk from Consumer's Energy Plaza entrance down Michigan Ave. to Horace Blackman Park, where there will be information and vendor booths along with food trucks. Electricity at stage for ~~foo~~ music/bands and outlets available for food trucks, etc.

* closed just for 12:15 - 12:45 walk - barricade removed following walk

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

*	Street Name: Martin Luther King	Cross Streets Cortland to Michigan Ave.				
	Closure Start Date: 8·18·24	Time: 12:15	Closure End Date: 8·18·24	Time: 12:45		
*	Street Name: Michigan Ave.	Cross Streets MLK to Jackson St.				
	Closure Start Date: 8·18·24	Time: 12:15	Closure End Date: 8·18·24	Time: 12:45		
*	Street Name: N. Jackson St.	Cross Streets Michigan Ave. to Pearl St.				
	Closure Start Date: 8·18·24	Time: 12:15	Closure End Date: 8·18·24	Time: 12:45		
	Street Name: Michigan Ave.	Cross Streets Jackson St. to Bladestone				
	Closure Start Date: 8·18·24	Time: 6am	Closure End Date: 8·18·24	Time: 9pm		
	Street Name: Pearl St	Cross Streets Jackson to Hayes Ct.				
	Closure Start Date:	Time:	Closure End Date:	Time:		
	Street Name:	Cross Streets				
	Closure Start Date:	Time:	Closure End Date:	Time:		

* Amber is working with Officer Mosher to help with the intersections during the walk per Chris Goad

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 inground and True stage
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: stage ? ground
****All electrical lines MUST be covered to limit tripping hazards. ****

☑ **Water Needs:** Indicate water requirements: hydrant at Hayes ? Michigan
Amount of water needed: _____ Locations of where water is needed: _____

☑ **Food/Vendors:** Indicate vendors requirements: 8 food trucks ? @ 100 vendors
Amount of electrical wattage needed: * Amount of plug ins: all
Locations of where plugs are needed: inground / food trucks Number of vendors: 100

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

☑ **Amusement or Carnival Rides:** If yes indicate electrical requirements: Boone House - we provide generator
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements: N/A
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.

Trash will be removed - taken to United Way dumpster with their confirmed approval

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

- Restrooms requested at Bucky Harris
- Porta Potties will be rented

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 • 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.		

BJ * will be provided
7/8/24

***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: Date: 7/8/24 Time: By: M.E
Application Fee Received: N/A

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


Tent for us and people working
ROAD CLOSED
A-16 Krista-Stapleton Creations
Joel's Parking 2
DJAuld
Joel's Parking
A-15
TL-3
A-28-855 MICHKids/Judson Center-Betsy Krupansky
Walk
of Women Voters - Sharon
TL-2
FOOD TRUCK - Sticky Fingers
First Congregational Church
A-25-True North Collective-Brett Booth
TRASH CAN
FOOD TRUCK - Zero Bar
TRASH CAN
TRASH CAN
BATHROOM WASH STATION
Photography - Annetta Johnson
TL-5
Walk
CT-9 Trinity United Methodist Church - David Gol
s Wendling-GAAY Sports
A-4 Free
CT-6 Mystical Creations Yasmine Lusby
1-Dawn's Defense-Felicia Loving
CT-10 City Police
Untitled placemark
Kid 2 Jackson Schoo
TL-4 DHHS
Walk
KID-1 Bounce House
A-17- Hidden Wounds/Circles of Hope
TRASH CAN
First Aid Heny Ford
come to the Shirt Show
KID-9 GIRAFFE GAME
police temp
Walk
BATHROOM WASH STATION
TRASH CAN
ROAD CLOSED
ROAD CLOSED
water
TRASH CAN
P-10 Lifeways
ROAD CLOSED
TRASH CAN
p-17 Free
Walk
OAD CLOSED
P-3 Drug Free Jackson
P-12 American One Credit Union - Sponsor
OAD CLOSED
ROAD CLOSED
TRASH CAN
ROAD CLOSED
ROAD CLOSED
V5-free
V6-free
QAD CLOSED
ROAD CLOSED
V3 Xander Kelley- Dark Matter Studio
V16 Jen Spencer -Embroider

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Jackson Civil War Muster 2024

Recommendation:

Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 23-25, 2024, at Cascades Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Civil War Muster.

I recommend approval of the Jackson Civil War Muster. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from the Jackson Civil War Society to host their Civil War Muster on August 23-25, 2024, at Cascades Park.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$800.00
		TOTAL	***$800.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, stage, traffic cones, JPD stationary vehicles

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 Jackson Civil War Society to host their Civil War Muster on August 23-25, 2024, at Cascades Park.

ATTACHMENTS

1. SEA--Jackson Civil War Muster 2024

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:		
Address: 3771 Hitching Post Jackson MI 49201		Phone: (517) 740 1168
Tax ID#: 32-0207058	Website: civilwarmuster.org	
Contact Name: Maurice Imhoff	Phone: 517 740 1168	Email: jxnhistorical@gmail.com
Contact Name: Bill Adams	Phone: (734) 417-8906	Email: wadams7222@aol.com
Contact Name During Event: Maurice Imhoff		Phone: (517) 740 1168

Event Information

jxnhistorical@gmail.com

Event Name: Jackson Civil War Muster 2024

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
August 23-25	9AM	9AM	4PM	4PM

Has this event occurred before? ☒Yes, (if yes, how many previous years? 36 ☐No

Do you expect this event to occur again next year? TBD What is the expected attendance for this event? 17,000

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: Cascades Park

☐ 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.

Join us for the Jackson Civil War Muster on August 24th and 25th, 2024! This event is the largest, longest running Civil War event in the Midwest. We encourage visitors to interact with living historians by stepping back in time into the village of Jacksonburg, and to experience the extravagant military ball, as well as witness the excitement of two battles.
This year's event will feature the Battle of Deep Bottom (aka Strawberry Plains), battlefield earthworks, 73rd Ohio Volunteer Infantry Regimental Brass Band, Camp Chase Fife & Drum Core, historical lectures, hands on student activities and group walking tours!
The Saturday night "All American Military Ball" will once again be held at the beautiful Cascade Falls. At this unique 1860's period dance, people from across Michigan come together to join hands for a nineteenth century grand gala. Keep an eye out for more event updates and new additions and updates as we get closer!

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

Street Name: S Brown St Cross Streets S Brown St & Randolph St

Closure Start Date: Aug 23 Time: 9AM Closure End Date: Aug 25 Time: 5pm

Street Name: S Brown St Cross Streets S Brown St & Denton Rd

Closure Start Date: Aug 23 Time: 9AM Closure End Date: Aug 25 Time: 5pm

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: August 23-25 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** o **25-foot** *version*)

☒ Other: (2) JDP stationary vehicles

Additional Event Information

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

Emmons trash rental and park cans

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

Rentals and park bathrooms

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 • 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: July 26, 2024

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kathleen DeLaney	
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517)796-6226	FAX (A/C, No): (517)796-6226
	E-MAIL ADDRESS: kdelaney@waltoninsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual Ins. Co.	15350
INSURED Jackson Civil War Society 3771 Hitching Post Rd Jackson MI 49201	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2471028572 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		B727394	8/23/2024	8/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

City of Jackson & Downtown Development Authority are additional insured for Civil War Muster event being held August 23-25, 2024.

CERTIFICATE HOLDER

cmays@cityofjackson.org

City of Jackson &
Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

K DeLaney/KDELA

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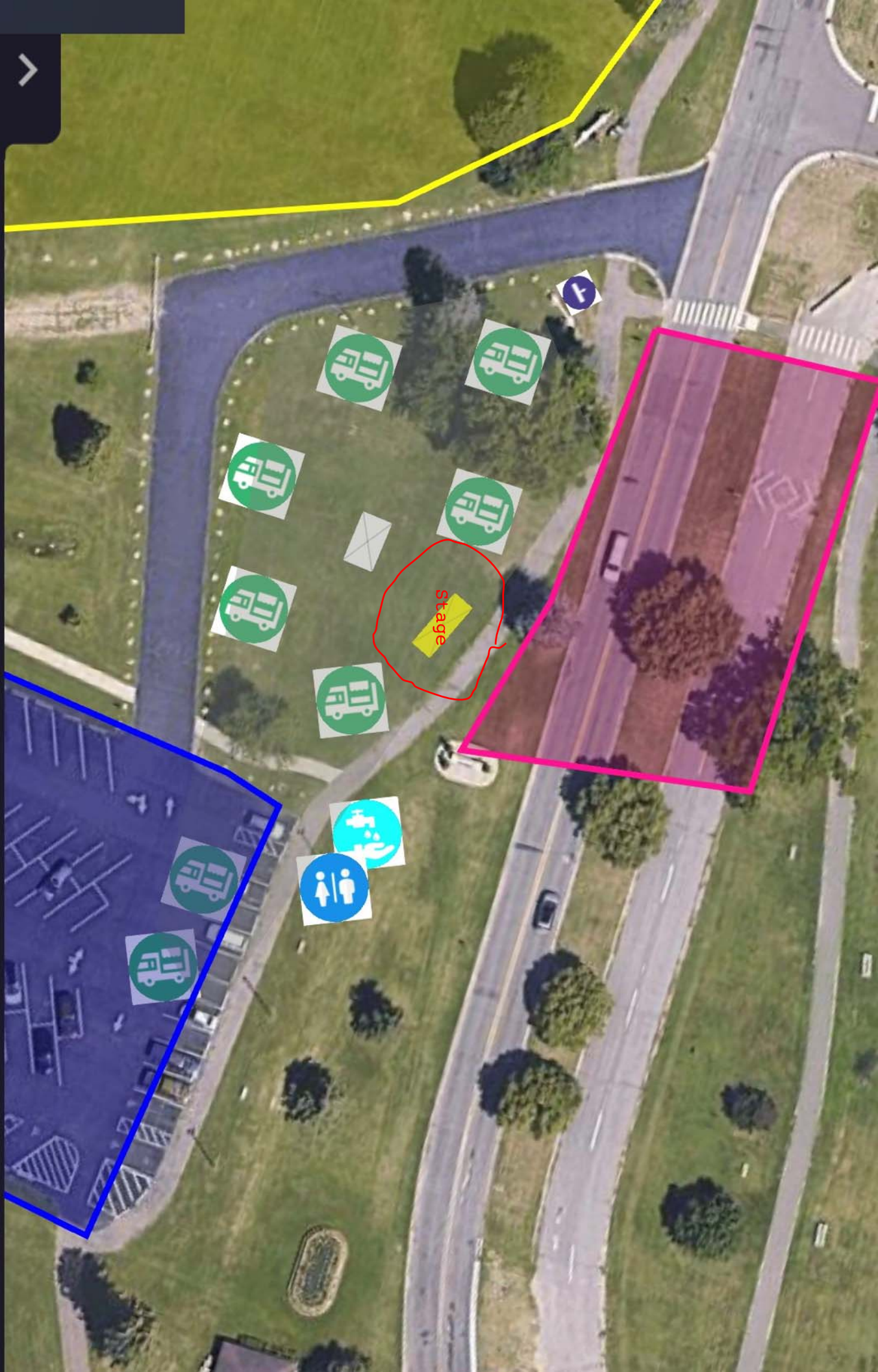
Untitled Map

Write a description for your map.

Legend

- ATM?
- Camp
- Cav Camp
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Feature 5
- Feature 6
- Firewood
- Food Vendors
- Gazebo
- Handicap
- Handicap Parking
- Muster HQ
- Vendor Area
- Water

W High St
Shoemaker Dr
Reenactor Parking 1
Levant St
Restrooms
Handicap Parking 2
W Concourse St
Reenactor Parking 2
Modern Camping & Scouts
Water
Bathroom
Public Parking
Smalley St
Firewood
Civilian & Misc. Camps
Emerald Peacock
Union Artillery Camp
Gazebo
Merchandice Vendors
Bathroooms
ATM?
Food Vendors
Handicap Seating
Muster HQ
Speakers & Music
Handicap Parking 1
Randolph St
Sutlers
Battlefield
CSA Artillery Camp
CSA Infantry Camp
Firewood
Restrooms
Water
Cav Camp
Union Infantry Camp
Saturday Night Ball
Bathrooms
S Brown St
Cav Parking
Google Earth
Image Landsat / Copernicus
N
500 ft



Placed Objects

Layouts

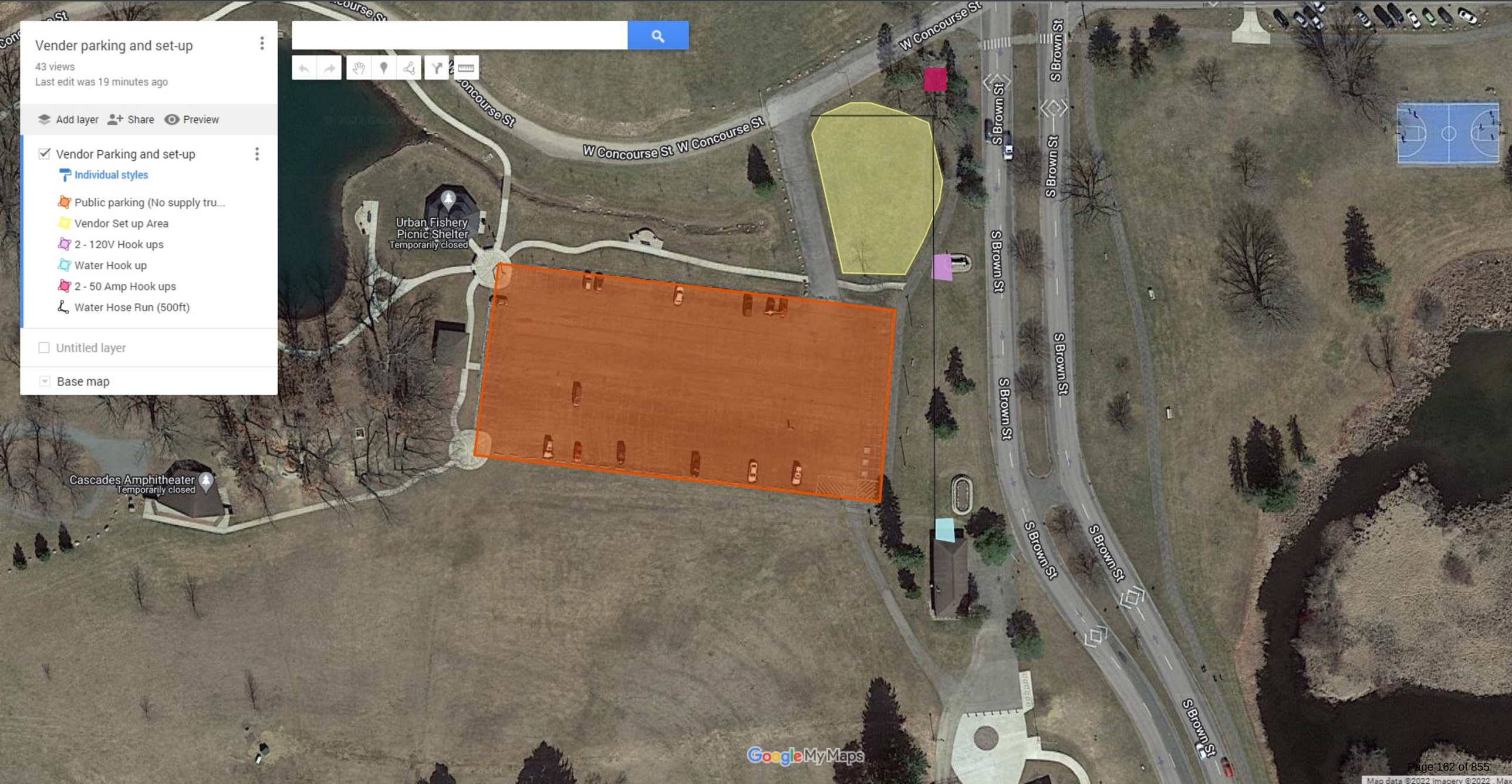
Areas, Routes & Access

Infrastructure

Workforce

Tools

More



Map data ©2022 Imagery ©2022 , Ma

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: Prince Hall Americanism Day Walk

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Recommendation:

> Approve a request from St. Nicholas Lodge #12 to host the Prince Hall Americanism Day Walk on September 15, 2024, walking from the MLK Center down the streets of Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Prince Hall Americanism Day Walk.

I recommend approval of the Prince Hall Americanism Day Walk. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from St. Nicholas Lodge #12 to host the Prince Hall Americanism Day Walk on September 15, 2024, walking from the MLK Center down the streets of 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

DESCRIBE THE CONSEQUENCES

Conditions & Consequences: Road closures, police assistance, cones, barricades

OWNERSHIP

Insurance Status: The Indemnity Waiver applies. No other COI is needed.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from St. Nicholas Lodge #12 to host the Prince Hall Americanism Day Walk on September 15, 2024, walking from the MLK Center down the streets of Jackson.

ATTACHMENTS

1. SEA--Prince Hall Americanism Day

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: ST NICHOLAS LODGE #12		
Address: 1051 S. BROWN ST		Phone: (517) 474 0253
Tax ID#:	Website:	
Contact Name: TERRY F THOMAS	Phone: 517 474 0253	Email: TFTHOMAS2129@COMCAST.NET
Contact Name: DANIEL MAHONEY	Phone: 517 914 2706	Email: MR.MAHONEY517@GMAIL.COM
Contact Name During Event: TERRY F THOMAS		Phone: (517) 474 0253

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
SEPT. 15TH, 2024	1 pm	2pm	2:45pm	Ø

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

Do you expect this event to occur again next year? NO What is the expected attendance for this event? 200

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: Martin Luther King Center

☐ Streets: Redwood St to Adrian St to Merriman St to E. Prospect 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.

Prince Hall Americanism Day - a time for the Prince Hall Masons to take stock of his life, renew his faith in God, Country and Fraternity, which will include his neighbor. Michigan Prince Hall Masons will celebrate in Jackson, MI.

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

Street Name: ~~Redwood~~ Adrian St Cross Streets Redwood & Stevens St
Closure Start Date: 9/15 Time: 1pm Closure End Date: 9/15 Time: 2pm

Street Name: Merriman St Cross Streets Barberry Dr.
Closure Start Date: 9/15 Time: 2pm Closure End Date: 9/15 Time: 2:05

Street Name: Merriman St Cross Streets E. High St
Closure Start Date: 9/15 Time: 2:05pm Closure End Date: 9/15 Time: 2:10

Street Name: Merriman St Cross Streets Damon St
Closure Start Date: 9/15 Time: 2:10 Closure End Date: 9/15 Time: 2:15

Street Name: Merriman St Cross Streets Wall St
Closure Start Date: 9/15 Time: 2:15 Closure End Date: 9/15 Time: 2:20

Street Name: Merriman St Cross Streets E. Robinson St
Closure Start Date: 9/15 Time: 2:20 Closure End Date: 9/15 Time: 2:25

Merriman St 2:25 E Mansion St 2:30
Merriman St 2:35 E Prospect St 2:45

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 - for major road crossings ☐ 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.

Prince Hall Masons will provide clean up crews for the event.

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

King Center has been rescinded.

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 • 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

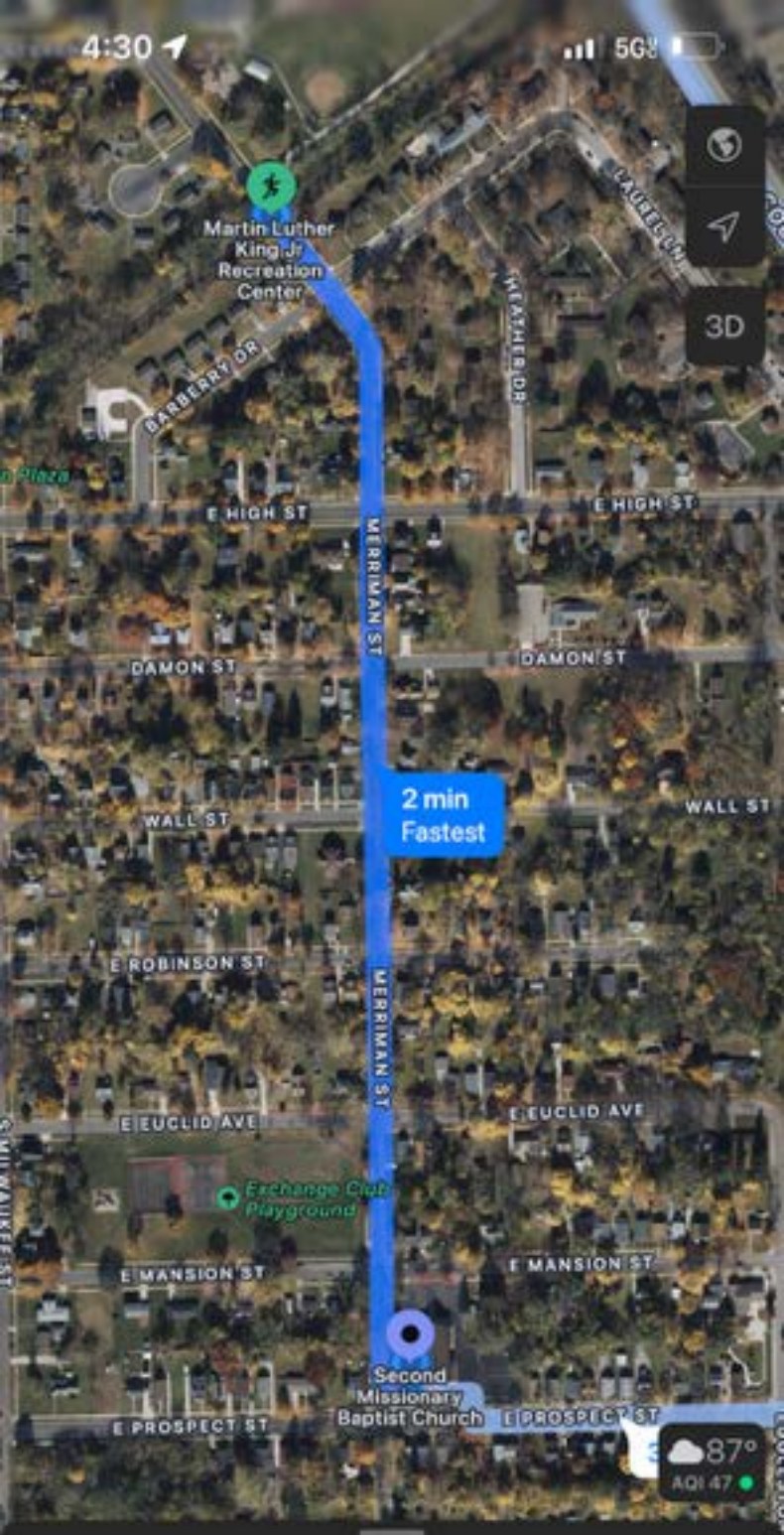
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will 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: 7/15/2024

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

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or 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


4:30
Martin Luther King Jr Recreation Center
BARBERRY DR
HEATHER DR
LAUREL LN
3D
E HIGH ST
E HIGH ST
MERRIMAN ST
DAMON ST
DAMON ST
2 min
Fastest
WALL ST
WALL ST
E ROBINSON ST
MERRIMAN ST
E EUCLID AVE
E EUCLID AVE
Exchange Club Playground
E MANSION ST
E MANSION ST
Second Missionary Baptist Church
E PROSPECT ST
E PROSPECT ST
87°
AQI 47
Directions

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Special Event Application: ORS Oktoberfest 10k/5k-Kids Superhero Run

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Recommendation:

> Approve a request from Orthopaedic Rehab Specialists, PC to host the ORS Oktoberfest 10k/5k and Kids Superhero Run on September 28, 2024, at Consumer's Energy Headquarters and MLK Equality Trail.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the ORS Oktoberfest 10k5k Kids Superhero Run.

I recommend approval of the ORS Oktoberfest 10k5k Kids Superhero Run. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director , DDA Director

DATE: August 13, 2024

RECOMMENDATION: Approve a request from Orthopaedic Rehab Specialists, PC to host the ORS Oktoberfest 10k/5k and Kids Superhero Run on September 28, 2024, at Consumer's Energy Headquarters and 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$1171.40
Public Works	X		$200.00
		TOTAL	***$1371.40***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, police assistance, cones, barricades

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Orthopaedic Rehab Specialists, PC to host the ORS Oktoberfest 10k/5k and Kids Superhero Run on September 28, 2024, at Consumer's Energy Headquarters and MLK Equality Trail.

ATTACHMENTS

1. SEA--ORS Oktoberfest 10k-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 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: Orthopaedic Rehab Specialists, PC		
Address: 3073 Shirley Drive Jackson, MI 49201		Phone: (517) 783-6670
Tax ID#: 38-2737469	Website: orsmi.com	
Contact Name: Melissa Burgett	Phone: 734-476-2564	Email: melissa@orsmi.com
Contact Name:	Phone:	Email:
Contact Name During Event: Melissa Burgett		Phone: (734)476-2564

Event Information

Event Name: ORS Oktoberfest 10K/5K - Kids Superhero Run

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
9/28/24	6:30am	7:30am	10:30 am	11:00 am

Has this event occurred before? ☑Yes, (if yes, how many previous years? 32 years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 250

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: Consumer's Energy Headquarters 1 Energy Plaza

☐ 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.

Orthopaedic Rehab Specialists, PC is partnering with MK Jetting and Televising to put on the 2024 ORS Oktoberfest 10k / 5K, Kids Superhero Run. This race has changed locations and time of year over its tenure but ORS is proud to be offering this community event for over 30 years! We are changing locations!!!! Why not???!! This year's festivities will be held at Consumer's Energy Headquarters, 1Energy Plaza. With the wide-open spaces, public parking structures adjacent, AND the City of Jackson trail systems it is a win from a safety and experience aspect. This year's courses will take participants along the City of Jackson, Parks and Recreation Trail System and will finish at Consumer's Energy 1 Energy Plaza. A post-race breakfast will be made on site by Doll n Burger's chefs. The kids Superhero Run is a fan favorite where costumes are encouraged. Children 10 and under will join adult superhero's (Superhero's Unite) for a fun run, will a villain be found?
DJ Chere Pepper (cherepepper.com) will be on site again this year to provide announcements, and music throughout the event!
All Oktoberfest participants will receive post-race re-fueling ON-SITE by Doll n Burgers!! ORS continues to be a champion for the health and wellness of the Jackson Community, this race is part of the ORS Race Series. The Race Series provides family friendly community-based, health and wellness events to encourage engagement!

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

Street Name: Energy Plaza Cross Streets MLK Dr

Closure Start Date: 9/28/24 Time: 8:00am Closure End Date: 9/28/24 Time: 10:30am

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:_____

* Melissa is working with JPD for Crossroads. See map for detailed information.

Additional Event Information

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

There are garbage receptacles on the premisice, however we will be bringing our own and disposing ourselves

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

Porta toilets will be delivered to event space Friday Sept 27th, they will be on-site for the duration of the event and picked-up by 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 • 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

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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: 7/29/24

Office Use ONLY
Application Received: Date: 7-30-2024 Time: 11:21 AM By: BETH / NEWSIDE
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS***** Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items *Additional fees may apply if policies are not followed*
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ACORD®

CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATI
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CO
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE

IMPORTANT: If the certificate holder is an ADDITIONAL INSU
the terms and conditions of the policy, certain policies may r
certificate holder in lieu of such endorsement(s).

PRODUCER
Walton Insurance Group
2929 Spring Arbor Rd.
P.O. Box 3029
Jackson MI 49204

INSURED
Orthopaedic Rehab Specialists PC
113 S East Ave
Jackson MI 49201

Orthopaedic Rehab Specialists, P.C.
Physical Therapy | Athletic Training | Performance Coaching

Will expire 9/27/24
I will get you an updated copy closer to race day

Jackson | Holt | Okemos | Jonesville | Napoleon
www.orsmi.com | 1.877.202.2175

DD/YYYY) 2024

NAIC #
988
638

INSURER E :
INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2381726987 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		06261004	9/27/2023	9/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5253687200	9/27/2023	9/27/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		06261014	9/27/2023	9/27/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jackson and Downtown Development Authority are additional insureds for the 2024 ORS Oktoberfest 10k/5k

CERTIFICATE HOLDER

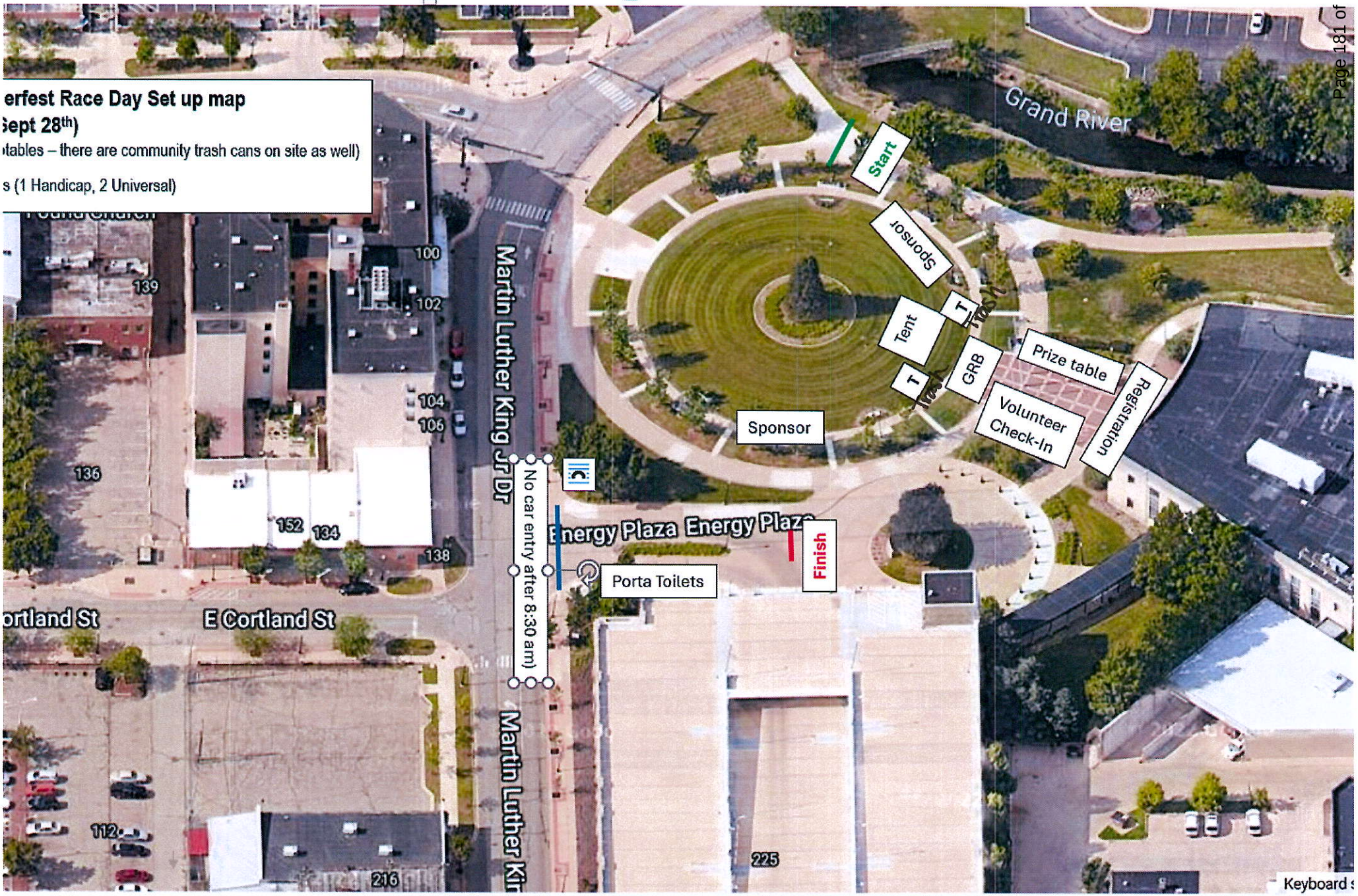
City of Jackson
Downtown Development Authority
161 W Michigan Ave
Jackson, MI 49201

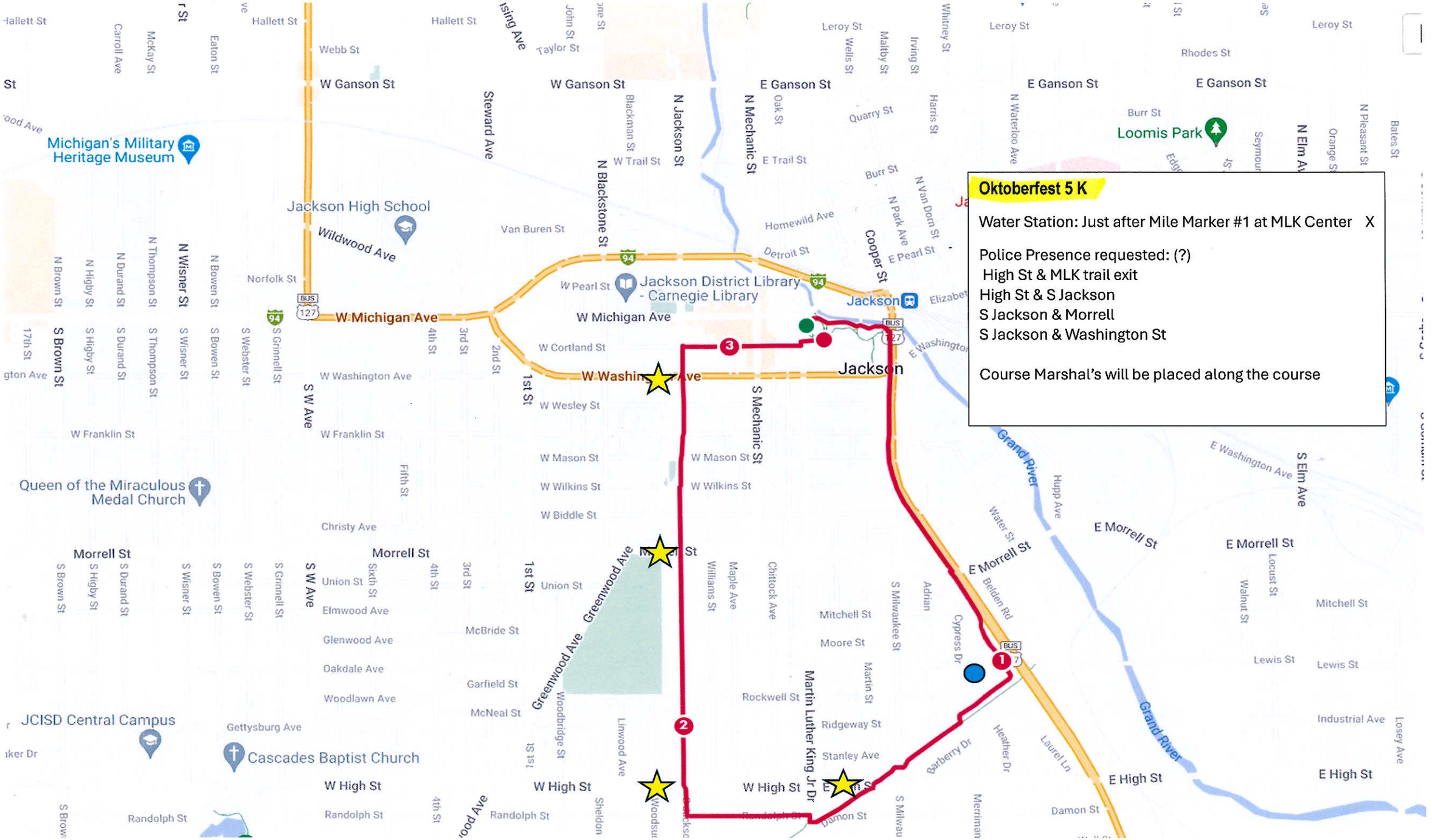
CANCELLATION

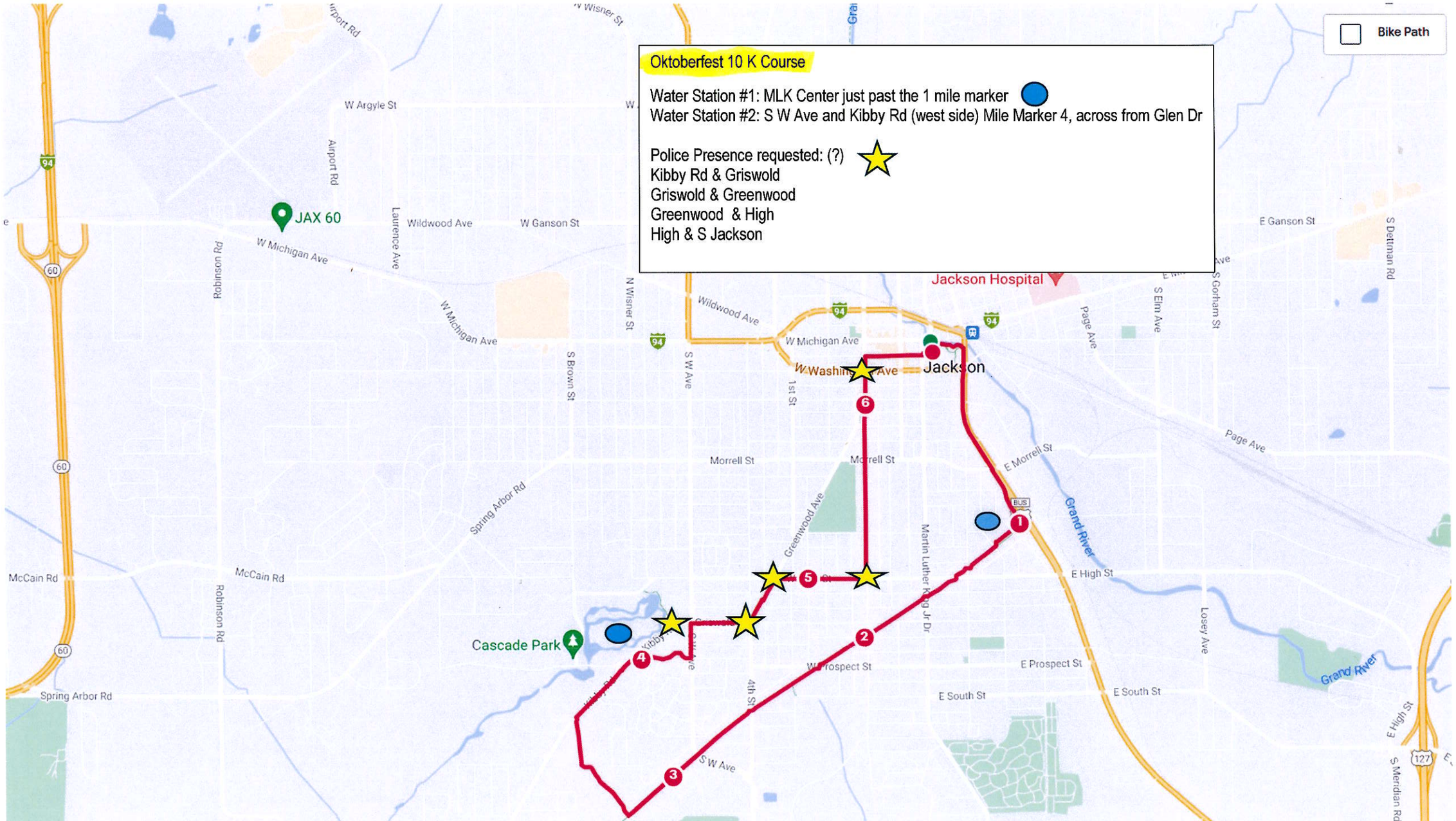
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian Drummond/KCORD

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erfest Race Day Set up map
Sept 28th)
tables – there are community trash cans on site as well)
s (1 Handicap, 2 Universal)
Grand River
Start
Sponsor
Tent
Trash
GRB
Prize table
Registration
Volunteer Check-In
Sponsor
Martin Luther King Jr Dr
No car entry after 8:30 am)
Energy Plaza
Energy Plaza
Finish
Porta Toilets
E Cortland St
Martin Luther Kin
100
102
104
106
136
152
134
138
139
112
216
225
MapMyRun and 1 ...
2022 ORS Race Seri...
Keyboard s


Oktoberfest 5 K
Water Station: Just after Mile Marker #1 at MLK Center X
Police Presence requested: (?)
High St & MLK trail exit
High St & S Jackson
S Jackson & Morrell
S Jackson & Washington St
Course Marshal's will be placed along the course
Michigan's Military Heritage Museum
Jackson High School
Jackson District Library - Carnegie Library
Loomis Park
Queen of the Miraculous Medal Church
JCISD Central Campus
Cascades Baptist Church
W Michigan Ave
W Ganson St
E Ganson St
E Morrell St
W High St
Jackson
Grand River
N Jackson St
N Mechanic St
S Mechanic St
N Blackstone St
Martin Luther King Jr Dr
Greenwood Ave
Steward Ave
S W Ave
1st St
2nd St
3rd St
4th St
Fifth St
Sixth St
Cooper St
Detroit St
Homewild Ave
Wildwood Ave
Norfolk St
Van Buren St
W Pearl St
W Cortland St
W Washington Ave
W Wesley St
W Franklin St
W Mason St
W Wilkins St
W Biddle St
Christy Ave
Union St
Elmwood Ave
Glenwood Ave
Oakdale Ave
Woodlawn Ave
McBride St
Garfield St
McNeal St
Gettysburg Ave
Randolph St
Rockwell St
Ridgeway St
Stanley Ave
Damon St
Mitchell St
Moore St
Lewis St
Industrial Ave
Belden Rd
Cypress Dr
Barberry Dr
Heather Dr
Laurel Ln
Hupp Ave
Water St
Locust St
Walnut St
Maple Ave
Chittock Ave
Williams St
Adrian
Merriman
Sheldon
Linwood Ave
Woodbridge St
Hallett St
Webb St
Taylor St
Leroy St
Rhodes St
Burr St
Quarry St
E Trail St
W Trail St
Blackman St
Oak St
Wells St
Maltby St
Irving St
Whitney St
Harris St
N Waterloo Ave
N Park Ave
N Van Dorn St
E Pearl St
Bates St
N Pleasant St
N Elm Ave
Orange St
Seymour
Edgar
E Washington Ave
S Elm Ave
Carroll Ave
McKay St
Eaton St
N Brown St
N Higby St
S Higby St
N Durand St
S Durand St
N Thompson St
S Thompson St
N Wisner St
S Wisner St
N Bowen St
S Bowen St
S Webster St
S Grinnell St
17th St
Union St
Sixth St
Williams St
Milwaukee St
S Milwau
Damon St
Randolph St
Woodsu
Ikker Dr
Jackson
Elizabet
BUS 127
94
1
2
3


Oktoberfest 10 K Course
Water Station #1: MLK Center just past the 1 mile marker
Water Station #2: S W Ave and Kibby Rd (west side) Mile Marker 4, across from Glen Dr
Police Presence requested: (?)
Kibby Rd & Griswold
Griswold & Greenwood
Greenwood & High
High & S Jackson
Bike Path
JAX 60
Jackson Hospital
Jackson
Cascade Park
W Argyle St
Airport Rd
Wildwood Ave
W Ganson St
E Ganson St
W Michigan Ave
Robinson Rd
Laurence Ave
N Wisner St
S Brown St
S W Ave
1st St
Page Ave
S Elm Ave
S Gorham St
S Dettman Rd
Morrell St
E Morrell St
Spring Arbor Rd
McCain Rd
Greenwood Ave
Martin Luther King Jr Dr
Grand River
E High St
Losey Ave
W Prospect St
E Prospect St
E South St
4th St
Kibby Rd
S Meridian Rd
1
2
3
4
5
6

JACKSON, MICHIGAN

RESOLUTION ADOPTING A BROWNFIELD PLAN
OF
AIR HYDRAULICS ASSEMBLY BUILDING
BY THE CITY OF JACKSON, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the Board of Commissioners of the City of Jackson, Michigan, held in City Council Chambers, City Hall located at 161 W Michigan Avenue, Jackson, Michigan 49201, on the _____ day of _____ 2024 at ____ PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Jackson City Council, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 545 Hupp Ave, Jackson, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Jackson City Council have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Jackson City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Jackson City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Jackson City Council concur with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the Jackson City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)ss:

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on the _____ day of _____ 2024, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____ 2024.

Andrea Muray

City of Jackson Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Industrial Development District No. 98 - 503 E. Biddle

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Recommendation:

Consider a resolution establishing an Industrial Development District at 503 E. Biddle per the request of the owner, Sherriff-Goslin.

RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT NO. 98

Minutes of regular meeting of the City Council of the City of Jackson, held on August 13, 2024 at City Hall in Council Chambers at 6:30 p.m.:

PRESENT:

ABSENT:

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

Resolution Establishing an Industrial Development District for Sherriff-Goslin

WHEREAS, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within the City of Jackson; and

WHEREAS, Sherriff-Goslin has petitioned this City Council to establish an Industrial Development District on its property located in the City of Jackson hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Jackson Citizen Patriot and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on August 13, 2024 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Jackson were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Jackson to establish the Industrial Development District as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jackson that the following described parcel of land situated in the City of Jackson, County of Jackson, and State of Michigan, to wit:

LAND OWNED AND USED AS OND PARCEL AND DESC AS LOTS 1 & 2 & VACATED ADRIAN AVE S OF BIDDLE ST & NELY OF AIRLINE DR EX THAT PORTION OF LOTS 1 & 2 SOLD TO MICH STATE HWY DEPT FOR STREET PURPOSES BLK 5 KNAPP'S ADD ALSO BEG AT NE COR OF LOT 75 TH S 20 FT ALG W LN OF BELDEN RD TH SWLY TO W LN OF LOT 75 TO A PT 75 FT FROM NW COR OF SD LOT TH N 75 FT TH E 183.07 FT TO W LN OF BELDEN RD TO POB JACKSON URBAN RENEWAL REPLAT NO 4

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Industrial Development District No. 98.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Jackson, County of Jackson, Michigan, as a regular meeting held on August 13, 2024

_____

Andrea Muray, City Clerk

Sherriff-Goslin Company
Including All Season Windows • 1906 Roofing LLC

Roofing and Windows Contractors
Established 1906
Michigan • Indiana • Ohio • Florida

Home Office:
10 Avenue C, Battle Creek, Michigan 49037-8218
Phone 269-962-4036
Fax 269-962-4103
www.sherriffgoslin.com

Officers:
Stephen D. Ticknor, President
Craig W. Lockerbie, Executive Vice President
Laurie L. Scanlon, Vice President/Secretary
Bernie M. Sunday, Vice President
Josh E. DeBoer, Treasurer

Founders:
Fred Sherriff, Sr. 1881–1960
Bert G. Goslin 1881–1972

City of Jackson
161 W. Michigan Avenue
Jackson, Michigan 49201

May 30th, 2024

Attention: Honorable City Council

RE: Request to Establish an Industrial Development District for 503 E. Biddle

Dear Honorable Body,
Sherriff-Goslin Co. is a residential and commercial roofing and exterior services company. We are in the process of moving our operations back to Jackson, Michigan. We have significant reinvestment plans for both the site and existing building located at 503 E. Biddle in Jackson Michigan. Sherriff-Goslin Co. desires to qualify for an Industrial Facilities Tax Abatement to support its reinvestment goals and objectives and is in the process of making a formal application to the City of Jackson.

It is our understanding that the City of Jackson must first establish a District. Pursuant to Section 4 of the Plant Rehabilitation and Industrial Development Districts Act 198 of 1974, Sherriff- Goslin Co. formally requests that the City of Jackson establish either a plant rehabilitation district or an industrial development district (whichever is most applicable), encompassing the property at 503 E. Biddle Street, Jackson, Michigan, 49203-1877; Parcel ID: 5-0390.1000.
The parcel use code is 301. The parcel use description is identified as “Industrial”. The zoning classification, as identified on the City of Jackson website, is I-2 General Industrial.
The legal description we obtained for 503 E. Biddle Street reads as follows:
LAND OWNED AND USED AS OND PARCEL AND DESC AS LOTS 1 & 2 & VACATED ADRIAN AVE S OF BIDDLE ST & NELY OF AIRLINE DR EX THAT PORTION OF LOTS 1 & 2 SOLD TO MICH STATE HWY DEPT FOR STREET PURPOSES BLK 5 KNAPP'S ADD ALSO BEG AT NE COR OF LOT 75 TH S 20 FT ALG W LN OF BELDEN RD TH SWLY TO W LN OF LOT 75 TO A PT 75 FT FROM NW COR OF SD LOT TH N 75 FT TH E 183.07 FT TO W LN OF BELDEN RD TO POB JACKSON URBAN RENEWAL REPLAT NO 4

Also attached is our proposal, which summarizes our desired renovation plans and financial and economic growth impact. Please contact me with any questions or comments regarding our request.

Sincerely,

Bernie Sunday

Bernie Sunday
Vice President- Safety & Health
Sherriff- Goslin Co.
bsunday@sherriffgoslin.com
(269) 962-4036- Office Phone
(616) 862-8392- Direct Phone

Sherriff-Goslin Company
Including All Season Windows • 1906 Roofing LLC

Roofing and Windows Contractors
Established 1906
Michigan • Indiana • Ohio • Florida

Home Office:
10 Avenue C, Battle Creek, Michigan 49037-8218
Phone 269-962-4036
Fax 269-962-4103
www.sherriffgoslin.com

Officers:
Stephen D. Ticknor, President
Craig W. Lockerbie, Executive Vice President
Laurie L. Scanlon, Vice President/Secretary
Bernie M. Sunday, Vice President
Josh E. DeBoer, Treasurer

Founders:
Fred Sherriff, Sr. 1881–1960
Bert G. Goslin 1881–1972

Building Proposal

May 5th, 2024

Property Location:
503 E Biddle St.
Jackson, MI. 49203

Proposed business plan

- Relocate our Ann Arbor residential roofing branch to 503 E Biddle St. in Jackson MI
- Relocate our House Account branch to 503 E Biddle St. in Jackson MI
- Build our company training center in this building. (Used to train our employees & sub-contractors). This will bring revenue into the City of Jackson for; Hotels, Food, Gas, and Construction building materials.

Complete building renovation

- Remove and repave the parking lot
- Remove dead trees
- Remove old fence
- Remove & replace old windows
- Paint outside and inside building
- Add decorative metal to street facing side of building
- Install lighted company sign
- Build 2 office spaces
- Build training room
- Build a house with roof-for hands on training
- Install new electrical & install energy efficiency LED motion sensor lights
- Update water main and install new bathrooms
- Remove and apply 1/3 of old roof
- Install a security system
-

Total cost to renovate building $750,000.00

Financial & Economic growth

- 12 full-time jobs (2 mgr.'s, 2 asst. mgr.'s, 2 foremen, 5 laborers) $600,000.00
- Improved property value and appearance

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Approval of American Rescue Plan Act - State and Local Fiscal Recovery Funds allocation

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Recommendation:

Approval of American Rescue Plan Act – State and Local Fiscal Recovery Funds for the provisioning of governmental services in the amount of $1,304,825.

The city has a remaining balance from the American Rescue Plan Act - State and Local Fiscal Recovery Funds in the amount of $1,304,825. Allocating this balance to be used for general provisioning of governmental services in the Revenue Replacement category will complete the allocation of the total award received and meet the timelines as outlined in Treasury's Final Rule for the grant.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Chief Financial Officer

DATE: August 13, 2024

RECOMMENDATION: Approval of American Rescue Plan Act – State and Local Fiscal Recovery Funds for the provisioning of governmental services in the amount of $1,304,825.

ISSUE STATEMENT

The City has remaining funds to allocate from the American Rescue Plan Act (ARPA) – State and Local Fiscal Recovery Funds (SLFRF) awarded by Treasury in March 2021. The remaining available balance is from unutilized funds for previously approved projects.

DESCRIBE THE CONSEQUENCES

Funds in the amount of $1,304,825 are available to allocate and may be used for the provisioning of general governmental services under the Revenue Replacement category of the grant. All funds must be obligated by December 31, 2024, and fully expended by December 31, 2026, or they are required to be returned to Treasury. The timeline and total amount allocated to the Revenue Replacement category will meet the requirements of the SLFRF grant.

OWNERSHIP

A local government may expend SLFRF on a broad range of government services under the Revenue Replacement category. Spending funds in the Revenue Replacement category allows a local government to undertake a wide array of potential expenditures, including the salaries and fringe benefits of local government employees; park improvement projects; purchasing equipment and supplies for local government operations; renovating public buildings and facilities; and many more. The City of Jackson may elect to allocate up to $10 million under this category as outlined in Treasury's Final Rule.

SOLUTION

Allocating the remaining funds available to utilize for general governmental services will eliminate the risk of returning unobligated or unused funds to Treasury.

FACILITATE IMPLEMENTATION

I recommend City Council approve the allocation of ARPA - SLFRF for general governmental services in the amount of $1,304,825.

ATTACHMENTS

None

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Approve the funding for the OpenGov Full Suite Procurement software 3-year contract

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Recommendation:

Approve the funding for the OpenGov Full Suite Procurement software 3-year contract in the amount of $125,711.40 and authorize the City Manager to execute the appropriate documents in accordance with the City of Jackson purchasing guidelines.

Attached is a report requesting the purchase of OpenGov, Inc., Full Suite Procurement software.

I recommend approval of this purchase. Your consideration and concurrence are appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Heather Ehnis, Chief Financial Officer

DATE: August 13, 2024

RECOMMENDATION: Approve the funding for the OpenGov Full Suite Procurement software 3-year contract in the amount of $125,711.40 and authorize the City Manager to execute the appropriate documents in accordance with the City of Jackson purchasing guidelines.

ISSUE STATEMENT

The City's current procurement process is inefficient and cumbersome, involving labor-intensive steps with outdated software. The current process is prone to formatting issues, errors, and missed documentation. Additionally, once documents are posted for solicitation, they are reviewed and awarded by different departments, leading to fragmentation. New procurement software will streamline the process by enabling departmental collaboration, improve efficiency from development to execution, expand solicitation reach, and centralize evaluation and award procedures in a single portal.

DESCRIBE THE CONSEQUENCES

- Lack of information between departments regarding status of contract for award, execution and publication
- Purchasing currently does not have a tracking program for contract renewal or Certificate of Insurance expiration
- Solicitation process is rushed to meet expiring contract needs affecting vendor participation and subcontractor participation
- Current portal (MITN) requires vendors to pay $45/month for access to bid opportunities causing fewer participants
- Missed opportunities for expansion of MBE/DBE/WBE participation
- Risk of less transparency

OWNERSHIP

The Purchasing Coordinator is responsible for ethically creating and maintaining professional contracts, without delays in providing goods or services, while being a good steward of the City

of Jackson funds to ensure maximum value. Implementing a comprehensive procurement management system for the lifecycle of every contract from initiation to execution allows for streamlined development with better engagement between departments, workflow efficiency, increased supplier engagement, and quicker evaluation processes. Modern government cloud software will provide world-class security and infrastructure using leading cloud service providers like Amazon Web Services, allowing for fewer paper files and IT maintenance and assistance.

SOLUTION

The Finance Director/Purchasing Agent and Purchasing Coordinator recommend the approval and execution of a three-year subscription agreement with OpenGov, Inc. for their Procurement Suite software licensing, implementation, and training, specifically designed for government entities. The City of Jackson currently uses the OpenGov Budgeting and Planning software, allowing for an initial 15% multiple software package discount for the Procurement Suite. The first year includes a one-time cost of $25,800.00 for training unlimited end-users, solicitation development of 4 templates, training on template development, support and a prorated subscription for software licensing fee of $30,871.50 to include all enhancements, free webinars, and customer support for a total of $56,671.50. The total 3-year cost is $125,711.40 (price includes not more than 5% increase per year for enhanced updates and support).

FACILITATE IMPLEMENTATION

Approve the funding for the OpenGov Full Suite Procurement software 3-year contract in the amount of $125,711.40, and authorize the City Manager to execute the appropriate documents in accordance with the City of Jackson purchasing guidelines.

ATTACHMENTS

1. City of Jackson- OpenGov Procurement Order Form (3)
2. Final updated version- City of Jackson, MI Investment Summary
3. OpenGov MSA- Jackson,MI
4. City of Jackson, MI- OpenGov Procurement SOW

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q016371
Created On: 7/26/2024
Order Form Expiration: 8/15/2024
Subscription Start Date: 8/1/2024
Subscription End Date: 6/30/2027

Prepared By: Kelly Ammons
Email: salesops@opengov.com
Contract Term: Prorated + 24 Months

Customer Information

Customer: City of Jackson, MI
Bill To/Ship To: 161 W. Michigan Ave.
Jackson, MI
United States

Contact Name: Kari Kerstetter
Email: kkerstetter@cityofjackson.org
Phone: 517-788-4020

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
OpenGov Procurement	8/1/2024	6/30/2025	$30,871.50
OpenGov Procurement	7/1/2025	6/30/2026	$33,678.00
OpenGov Procurement	7/1/2026	6/30/2027	$35,361.90

Annual Subscription Total: See Service Terms

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: **$25,800.00**

Serivce Terms

Service Date:	Amount:	
August 1, 2024	$56,671.50	*(Prorated Software Fee + Professional Services)*
July 1, 2025	$33,678.00	*(Annual Software Fee)*
July 1, 2026	$35,361.90	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement (""MSA"") between Customer and OpenGov dated October 25, 2023.

The ""Agreement"" consists of the Order Form(s), MSA , and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Jackson, MI

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

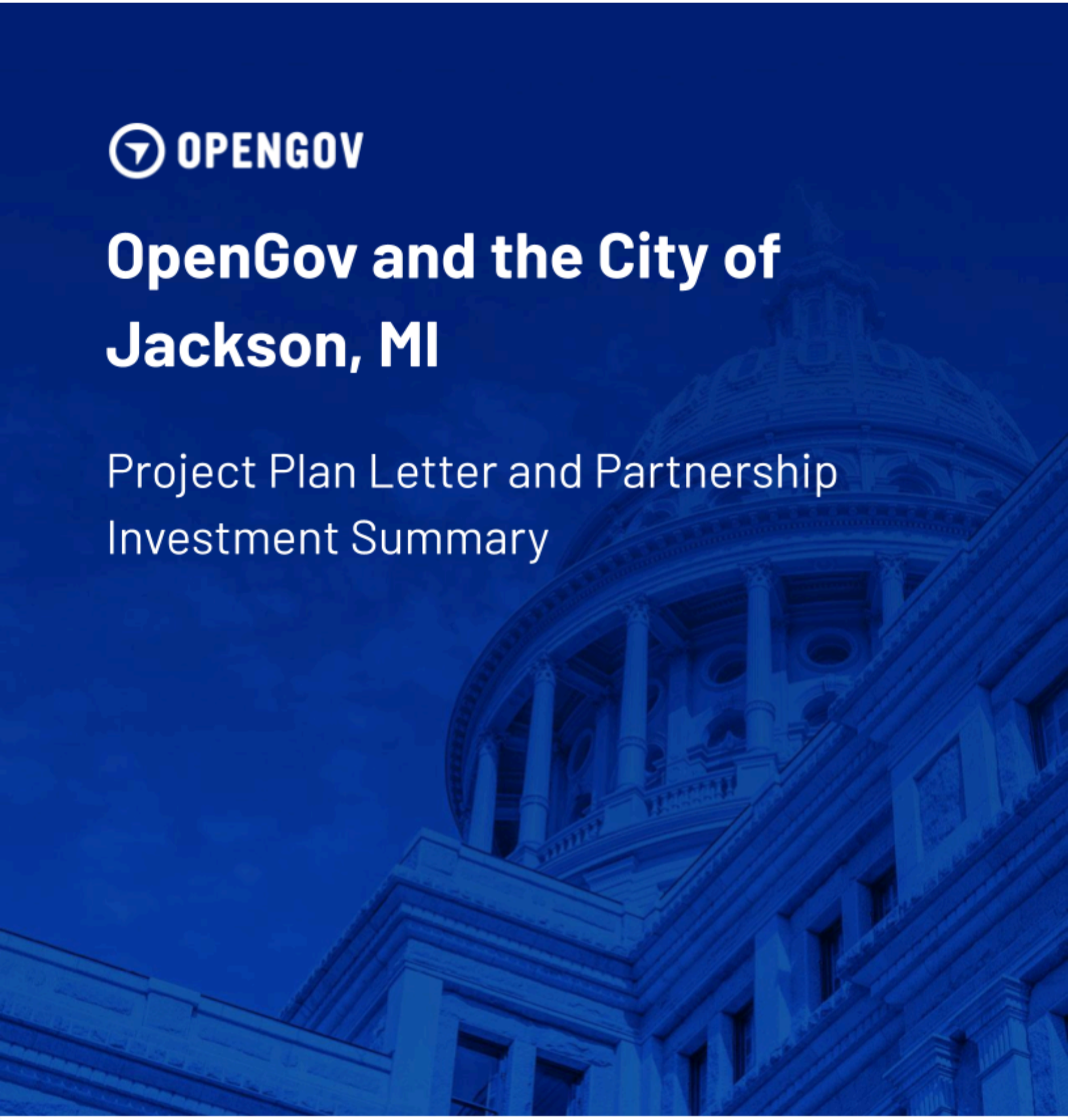
Title: _____

Date: _____

OPENGOV

OpenGov and the City of Jackson, MI

Project Plan Letter and Partnership Investment Summary



CITY OF JACKSON MICHIGAN

Arielle Hammer
Account Executive
ahammer@opengov.com

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Kari Kerstetter
Procurement Coordinator
City of Jackson
161 W Michigan Ave
Jackson, MI 49201

RE: Project Plan Letter for Procurement Software

Dear Kari,

On behalf of OpenGov, we are thrilled about the opportunity to partner with the City of Jackson by proposing OpenGov Procurement, the collaborative public procurement suite built for the modern government. We truly value your careful consideration in reviewing the project plan letter and proposal we have prepared for you.

We understand that the City of Jackson is looking for a comprehensive Procurement Management system to support and manage the entire procurement lifecycle, from the initial request and approval, to solicitation development and collaboration, to advertising and response dates, to evaluation committee review, and on through contract award and execution. In response to this need, OpenGov Procurement is a full procurement lifecycle solution, which includes highly collaborative solicitation development automation, end-to-end strategic procurement workflows, an intuitive cloud design, and a culture focused on the customer experience.

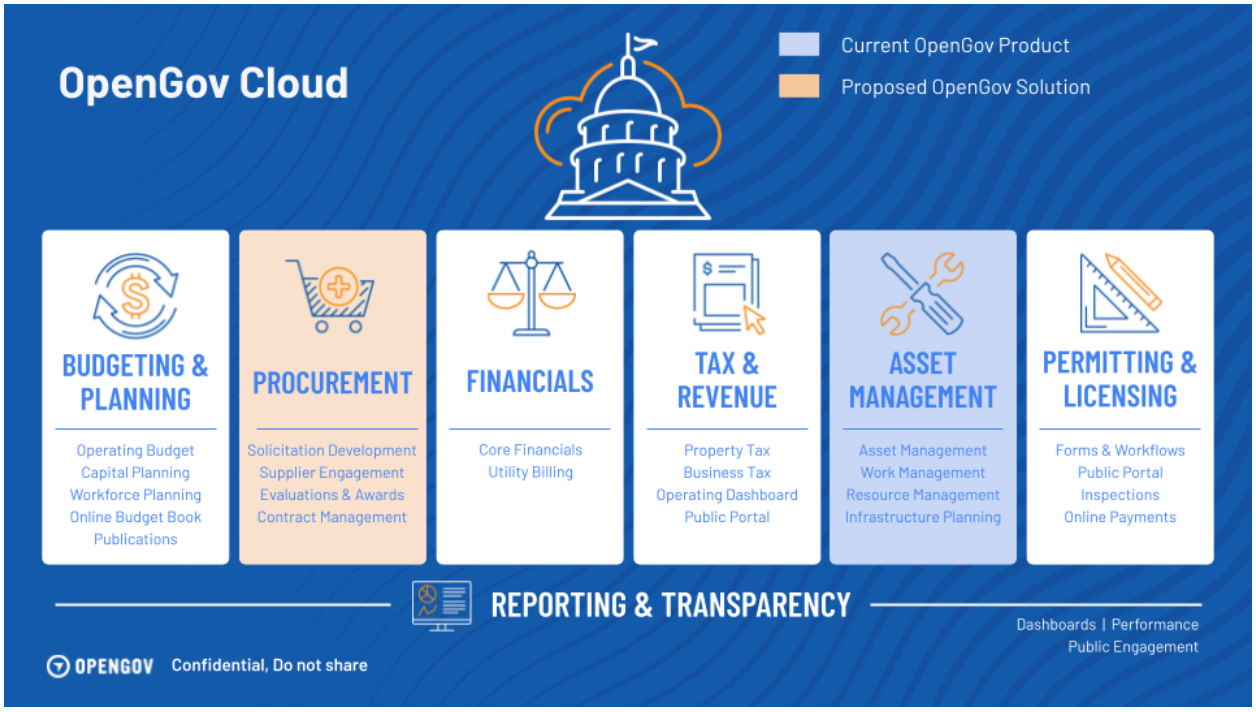
As you will read in the following proposal, OpenGov Procurement frees teams from the drudgery of manual and paper-based processes through a highly collaborative and easy-to-use solution built specifically to support and manage government procurement workflows. City of Jackson staff will be able to produce high-quality, consistent, and compliant solicitations and provide transparency and clear communication to vendors throughout the entire procurement process. Featuring workflows for solicitation development and contract design, OpenGov Procurement provides clarity by helping suppliers understand and respond to solicitations more efficiently and effectively.

We are on a mission to power more effective and accountable government, and we seek to produce raving fans and long-term partners with the communities we serve. We look forward to putting our entire organization behind you to ensure this engagement exceeds expectations, and I look forward to meeting with you and your team soon.

Sincerely,
Arielle

Executive Summary

OpenGov is proposing **OpenGov Procurement** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



OpenGov Procurement is the collaborative public procurement suite built for modern government. Providing end-to-end automation across solicitation development, proposal evaluations, and supplier interactions, OpenGov makes procurement more enjoyable and transparent for everyone involved. With it, procurement teams have the intuitive cloud software and world-class support needed to achieve strategic procurement.

Procurement teams using OpenGov have cut the time required to write and release RFPs by 75%, increased supplier responses to solicitations by 3-4x, and moved to 100% paperless procurement – all while transforming relationships within their government by simplifying how internal stakeholders engage with their function. As part of the OpenGov Cloud, OpenGov Procurement helps modern governments connect end-to-end processes across budgeting, procurement, accounting and reporting —- driving improved strategic outcomes enterprise-wide. With it, customers access:

- The industry's most collaborative, complete, and automated Solicitation Development solution
- Modern Supplier Engagement that increases bid response and equitable selection
- User-friendly design that guides users with in-context training and live support

- Transparent procurement and supplier relationships thanks to OpenGov's legacy of driving transparent operations

Why OpenGov?

The only modern cloud software purpose-built for local government.

OpenGov offers transformative solutions for budgeting, financial management, civic services, and procurement with the market-leading Reporting & Transparency platform — allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

A trusted partner.

More than 1,100 governments nationwide partner with OpenGov to drive more effective and accountable operations through cloud financial solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 500 years of employee experience in the public sector.

A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

Trusted by Leading Governments

City of Palm Desert, CA

City of Pittsburgh, PA

Sacramento County, CA

City of Norfolk, VA

Orange County, FL

City of Tucson, AZ

City of Bloomington, IL

Ben Franklin Transit, WA

"We totally need an OpenGov "easy button" because it's so freaking EASY to use!! We are literally in love, if you can love software.."

Jennifer L. Olzinger
Procurement Manager | City of Pittsburgh, PA

Benefits of Modern Government Cloud Software

In a post-pandemic world, the benefits of modern cloud software (aka: "Software as a Service") are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. Cloud software helps you future-proof your investment while focusing on your community.

✔ Increase Productivity
Modern government work is collaborative. Intuitive software empowers all users for success.

✔ Improve Citizen Experience
Digital services map to the expectations of community members and improve satisfaction.

✔Strengthen Public Trust
Better decisions and alignment come from common, shared, accurate information

✔ Build Resilience
Leaders have confidence in the face of uncertainty that their processes are secure and sustainable.

All Cloud's aren't Created Equal

Many software providers try to sell legacy systems as "cloud" because they are delivered remotely. Same software, different packaging. These aren't designed for 21st-century government. Modern government cloud software has these characteristics:

- **Anywhere, Any Device -** Nothing to install - only a browser required
- **Intuitive User Interfaces -** Built in the era of consumer software, eliminates the nuances and complexities that only "power users" can understand
- **Fast and Configurable -** Can be deployed quicking providing value when you need it and configured without deep technical expertise or IT assistance
- **Continuous Enhancement -** Updates are hassle-free and transparent to customers
- **World-Class Security and Infrastructure -** Modern applications take advantage of the leading cloud service providers (like Amazon Web Services) to ensure your mission-critical systems are resilient
- **100% Hassle-Free -** Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage

"As we step back and look at the differences between electronic bidding and where Milpitas is with OpenGov Procurement today, it is safe to say that in this case, the City realized a minimum 95% increase in productivity."

Walter Rossmann, Deputy City Manager | City of Milpitas, CA

OpenGov Procurement

Collaborative Procurement Automation for the Modern Government

As part of the OpenGov Cloud, OpenGov Procurement helps modern governments connect end-to-end processes across budgeting, procurement, accounting, and reporting—driving improved strategic outcomes enterprise-wide. With OpenGov Procurement, customers access:

- The industry's **most collaborative and complete** Solicitation Development solution
- Modern Supplier Engagement that **increases bid response** and **equitable selection**
- **User-friendly design** that guides users with in-context training and live support
- Transparent procurement and supplier relationships thanks to OpenGov's legacy of **driving transparent operations**



Satisfied Suppliers
Expand your supplier network and improve your partner experience with intuitive an online portal and multiple workflows



100% Paperless Procurement
Digitize document management with scanning, uploading, and archiving facilities.



Increase Accountability
Establish a simplified view into contract and vendor spending via a single source of truth.



More Strategic Impact
Less clerical work and more strategic time thanks to intuitive guided workflows and integrated training for collaborators



Centralize Data
Enter data once and use it across the entire system.

75%
of customers cut time spent writing & releasing RFPs

...

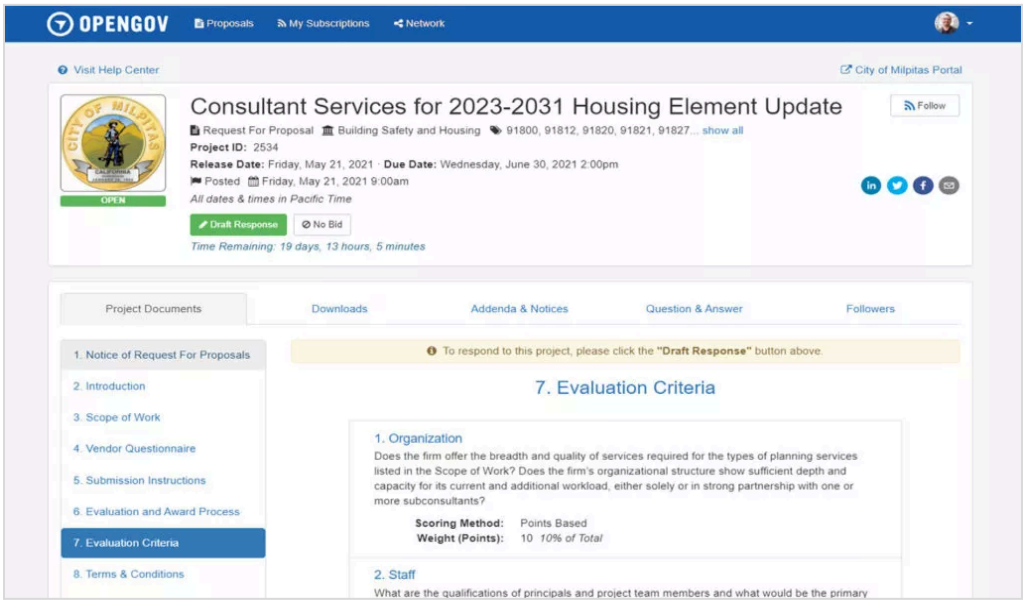
Increased supplier responses by

3-4x



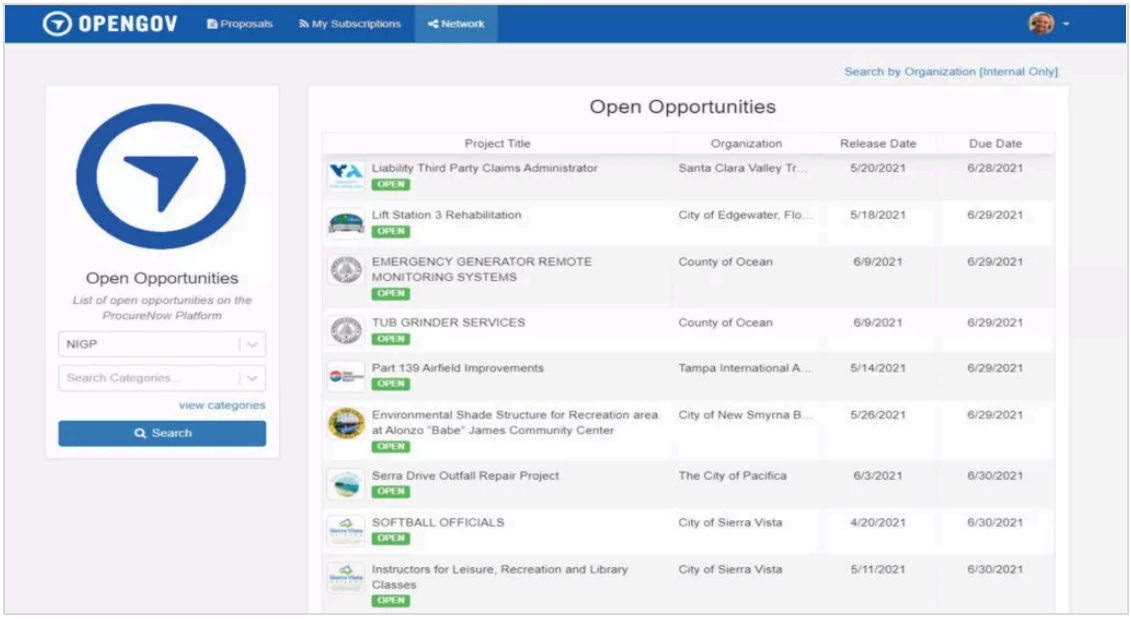
Transform your Solicitation Development

Turn your solicitation templates into intuitive, guided online workflows so project managers, reviewers, and buyers can easily collaborate on key documents. Dynamically track project status throughout reviews and get insight into timelines, stakeholders, and project pipelines. This "unique to OpenGov Procurement" capabilities turbocharges your entire workflow. Without this, your team spends much of its time hunting and pecking, copying and pasting, and chasing down internal customers - ultimately creating more adversarial situations.



Engage Vendors in a Modern, Social Online World

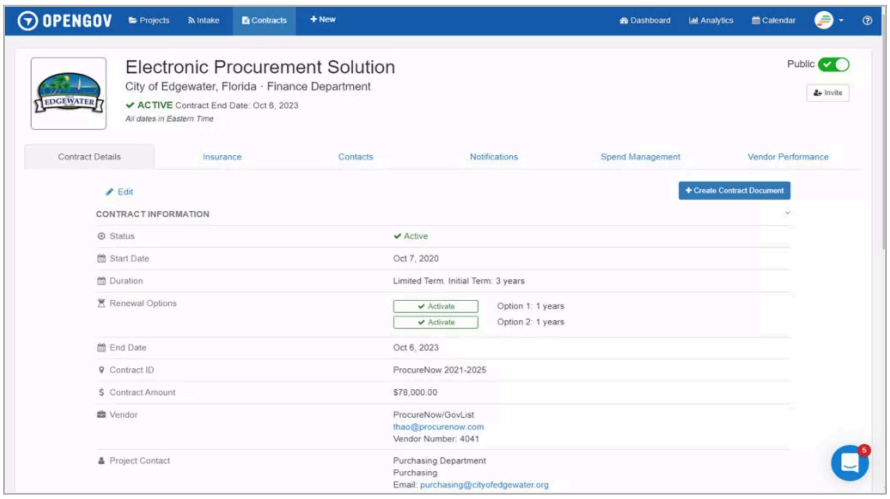
From sharable public project links, vendor analytics, and funnel tracking to a simple, one-click vendor submission process, OpenGov Procurement does it all. Suppliers delight in the guided online proposal submissions with one-click submit.



Say Goodbye to Excel Scorecards

No more excel and paper scorecards, OpenGov Procurement can help you manage it all online. Whether you evaluate vendor proposals as Best Value using a scoring committee, Lowest Cost through bid tabulation, or anywhere in between, we can support your process.

Automate Contract Management



Never miss an upcoming expiration deadline again. OpenGov Procurement lets you set reminders and notifications to stakeholders, and gives you a birds-eye view into all your active and historical contracts across the organization.

OpenGov Procurement Use Cases

- Achieve End-to-End Strategic Procurement
- Modernize Solicitation Development
- Streamlined Implementation
- "Wow" Your Supplier Community

Key Differentiators of OpenGov Procurement

Intuitive guided designs that promote equity and help suppliers read, understand, and respond to bids and RFPs better

Solicitation and Contract Design and Proposal Evaluation Tools that promote better collaboration, productivity, objectivity, and efficiency between Procurement and their internal departmental customers

In-context training and integrated live support because procurement processes aren't easy + staff and suppliers aren't working on procurements every day.



"I am amazed at what OpenGov Procurement has done for us. I've never had an implementation go as well as this has in such a short time. I had staff who weren't thrilled with the idea [of a new system] but now that we use it, they absolutely love it.."

Michelle Hamilton
Director of Purchasing | Mesa Public Schools, AZ

Mission-Driven Expertise

The OpenGov Team has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



ZAC BOOKMAN
CEO

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces



ART TORRES
Implementation Consultant

Former President of the California State University Procurement and Support Services Association



CHARITY HOLMAN
Application Support Lead

Former Deputy City Secretary at City of Westworth Village, Texas



MIKE MCCANN
VP of Government Finance Solutions

Former Assistant Finance Director at City of Monterey, California



BOBBY WILLIAMS
Implementation Analyst

Former Purchasing Director at the Arizona Association of School Business Officials



SCOTT COBLE
Director, Solutions Engineering - Budgeting

Former Technology and Process Manager, OMB, at Montgomery County, Maryland



SHILOH ROGERS
Implementation Consultant

Former Purchasing Manager at the City of Banning, California



MILLIE CROSSLAND
Project Manager

Former City Clerk at Kansas City, Missouri



JAMIE CASTELLANOS
Integrations Engineer

Former Application Analyst at City of Berkeley, California



MICAH INTERMILL
Solutions Engineer

Former Budget Director at Minneapolis, Minnesota



ALMIS UDRYS
Director of Professional Services

Former Assistant Chief Operating Officer at San Diego, California



JENNIFER NORDIN
Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland

Awards & Credentials

As mentioned above, OpenGov employees have over 500 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like GFOA and ICMA. OpenGov has consistently appeared on the GovTech 100 list for several years, was named to the 2021 Top Workplaces USA and most recently was named to the Forbes 2022 list of America's Best Startup Employers. We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.











Company History

After witnessing the City of Palo Alto spend over $10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,100 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Procurement to transform their communities...

How Mesa Public Schools Adopted a Fully Digital Purchasing Workflow with OpenGov

When the pandemic first hit, the largest school district in Arizona, Mesa Public Schools, did what most organizations did — sent everyone home to work remotely for the foreseeable future. Managing a high volume of bids every month, with each bid amounting up to 80+ responses, Purchasing Director Michelle Hamilton knew it was time to go digital to adjust to this new normal.

Hamilton decided to try out OpenGov Procurement, and the impact was immediately clear. After their first solicitation using the new system, the District's Assistant Superintendent called OpenGov Procurement the "easiest software I've ever used." Mesa Public Schools was able to implement OpenGov across the District with minimal friction due and quickly reap the benefits OpenGov procurement offered.

Key Results for Mesa Public Schools

- **Reduce Bid Developing Times by 50%**
- **100% Paper-Based Purchasing → 100% Paperless Purchasing in just 30 Days**
- **Entirely Virtual Purchasing to support Work From Home lifestyle**
- **Vendor Questionnaire Feature led to more Objective and Focused Decision Making**

*For the full story, **click here** to read about how Mesa Public Schools adopted fully digital workflows with OpenGov.*

"I've been doing this for 25 years, and I have never worked with a company like OpenGov. It has made a world of difference in how we do our daily work. It's changed my professional life."

Michelle Hamilton
Purchasing Director | Mesa Public Schools

Banning, CA Streamlines Purchasing to Keep Pace with Growth

Before implementing OpenGov procurement, the City of Banning relied on emails, word processors, and an outdated legacy system for all procurement processes. Due to this, Banning City staff spent two-thirds of their time downloading, printing, interoffice mail, and moving giant stacks of paper around. With OpenGov Procurement, the purchasing team in Banning was able to simplify and bring efficiencies to cumbersome and time consuming processes for the whole team, including new staff members and those who aren't day-to-day users of the software.

Purchasing manager Shiloh Rogers reports that her favorite OpenGov Procurement capabilities are: built-in templates that make changes to vendor submission requirements simple, vendor questionnaires that save time by creating uniform responses, and validation tools that enable quick review for minimum qualifications. These features paved the way to notable results for the City, such as a **500% increase in bid submissions**, and **decrease in processing times from hours to a few seconds.**

Rogers has worked with other e-procurement platforms during her career, but the support she received from OpenGov stood out among the rest. The features and functionality have helped her streamline Banning's procurement experience. But more importantly for Rogers, the company listens to her feedback and is responsive to her needs.

*For the full story, **click here** to read about how Banning, CA streamlines purchasing with OpenGov.*

"OpenGov Procurement empowers my team — it doesn't tell us how to do our jobs, it enables us to do them better and faster."

Shilo Rogers
Purchasing Manager | City of Banning, CA

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: https://opengov.com/customers/

OpenGov Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.



Customer Support: OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

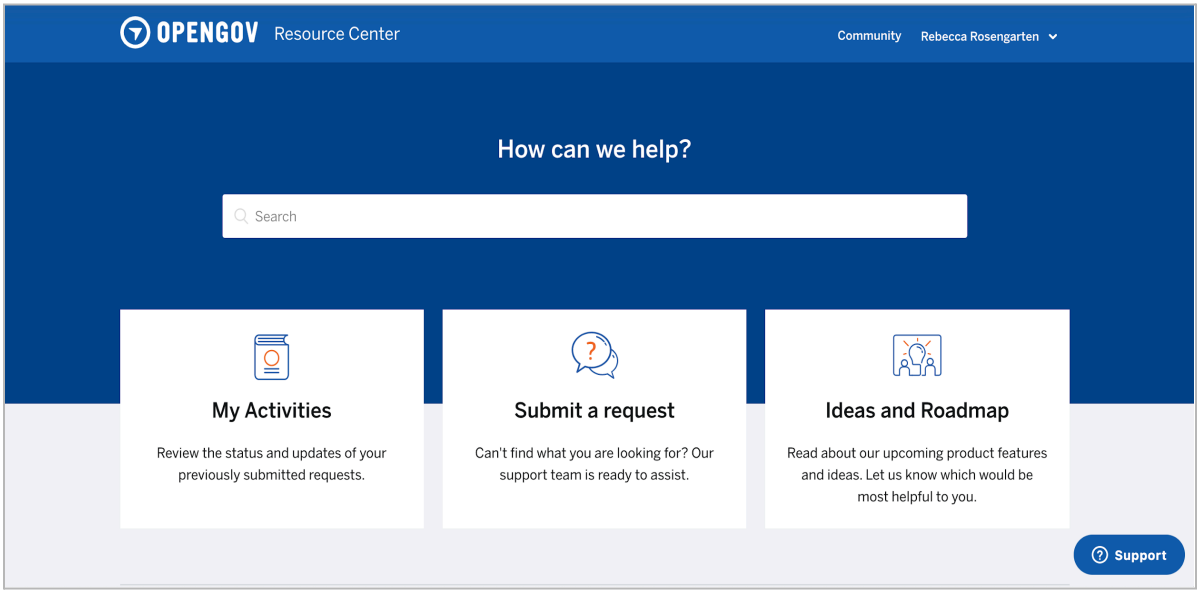
Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!

- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.

- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



If you are interested in additional support options, such as access to support outside of our standard business hours, improved SLAs, and a named Designated Contact, we also offer a Premium Support service. Premium support is recommended for customers who view their OpenGov solution as mission-critical and therefore require faster response times and a designated OpenGov contact.

"During this pandemic, we went from information gathering to live implementation in one week. The system is user friendly, and the staff makes you and your agency feel valued. Partnering with OpenGov has been a wonderful experience, and I would highly recommend other agencies to utilize their platform."

Kerrie P. Koopman CPPB, CPPO
Purchasing Manager | Frederick County Public Schools, MD

OpenGov Premium Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our processes are designed to support you at every step of your journey toward a more effective and accountable government.

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their OpenGov solution as mission-critical and therefore require expedited response times and a designated OpenGov contact.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

** Support Cases are defined as issues related to the OpenGov Software Services.*

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.

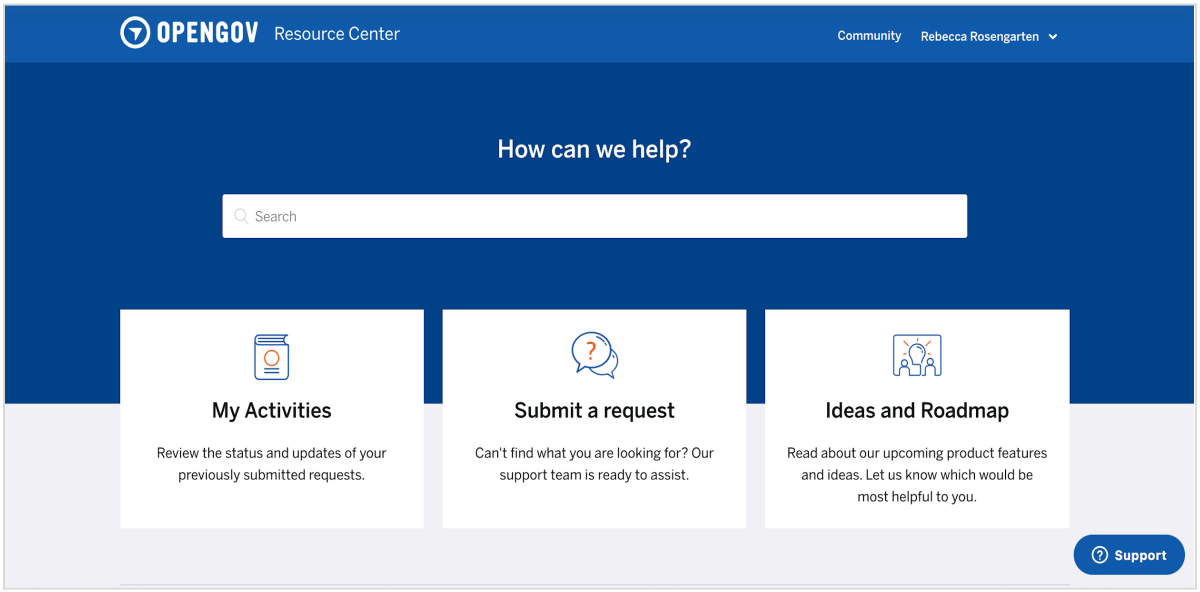
Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

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- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.



- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

Premium Support

Furthermore, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.

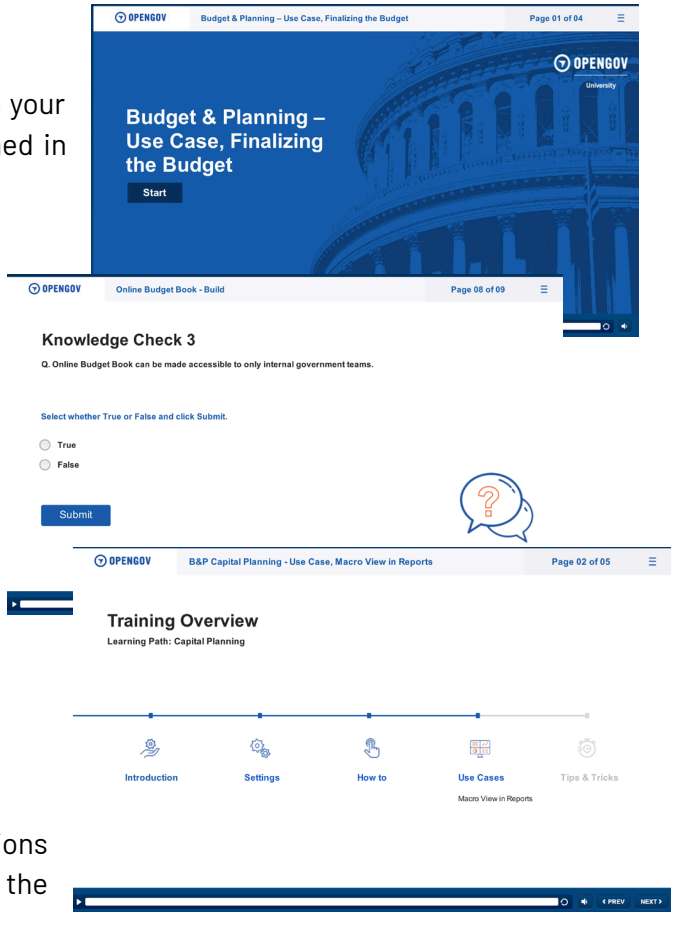
"During this pandemic, we went from information gathering to live implementation in one week. The system is user friendly, and the staff makes you and your agency feel valued. Partnering with OpenGov has been a wonderful experience, and I would highly recommend other agencies to utilize their platform."

Kerrie P. Koopman CPPB, CPPO
Purchasing Manager | Frederick County Public Schools, MD

OpenGov University & Training

OpenGov is the leader in modern cloud software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,100 agencies across the U.S.

OpenGov University helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.

OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.

Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.

In-app guidance

Master your software with instructions and helpful hints offered while using the software.

Training Workshops

Access our recurring, virtual training series on product best practices.

Live Training Events

Join OpenGov's hybrid or live trainings around the country.

Benefits of OpenGov University

Maximize your investment
Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

Successful Change Management
Shorten the time for a new team member to provide value to your department.

Empower your teams
Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

Training that grows with you
Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

Available on your schedule
On-demand training when you need it, to help get the entire team on the same page.

Deliver modern software to your government
Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.

Minneapolis
City of Lakes

"I understand so much more about what we can do with the system after completing the OpenGov University classes, I am just so excited about the ways we are using all the features this year."

Amelia Cruver
Budget Director | City of Minneapolis, MN

Partnership Investment Summary

OpenGov's pricing model consists of a fixed fee annual subscription for the associated software and professional services components. Our Professional Services cost includes all phases of implementation: Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion. **OpenGov offers an unlimited user, unlimited usage pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or usage of data.** Rather, we charge an annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Products & Services	Description
Procurement Suite Unlimited Users	**Solicitation Development:** RFx & Bid Management, Workflow Automation, Template & Scope Library **Supplier Engagement**: Supplier Self-Service, Guided Bidding, Social Engagement **Evaluations & Awards:** Multi-Phased Evaluations, Line Item Awarding, Lowest Responsive **Contract Management:** Spend Tracking, Searchable Repository, Contract Development
Software Implementation	Deployment of Software Services, including project management, implementation, configuration, testing, report development, interface development, and go-live.

OpenGov Proposal @ City of Jackson, MI | OpenGov Procurement				
Subscription Year	**Months**	**Software**	**Professional Services**	**Annual Total**
Aug 1, 2024 - June 30, 2025	11	$30,871.50	$25, 800	$56,671.50
July 1, 2025 - June 30, 2026	12	$33,678	$0	$33,678
July 1, 2026 - June 30, 2027	12	$35,361.90	$0	$35,361.90

**One Time Professional Services Cost is based on projects of similar size and is subject to change pending further scoping/ review of existing templates*

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OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services

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to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

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analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

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event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.

6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.

6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4. Customer Delays; On Hold Fee.

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7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement

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are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

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9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any

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other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

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Signatures	
Customer:	**OpenGov, Inc.**
Signature: DocuSigned by: Jonathan Greene 88E9513A80D749F...	Signature: DocuSigned by: Sam Kramer A3AFFF18117C415...
Name: Jonathan Greene	Name: Sam Kramer
Title: City manager	Title: VP, Finance
Date: 10/25/2023	Date: 10/25/2023

Statement of Work

City of Jackson, MI

Creation Date: 07/25/2024
SoW Expiration Date: 10/25/2024
Document Number: PS-06594.1
Created by: David Anlius

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Jackson, MI ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.
   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.
   4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
   4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
   4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

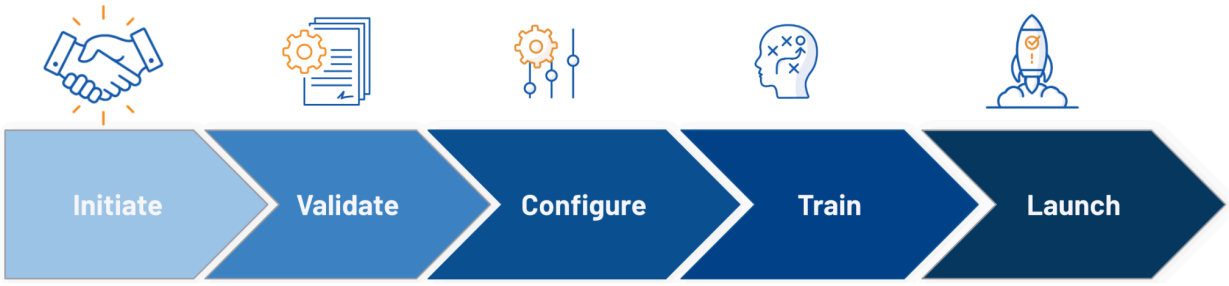
7.3.1. Identification of an issue impeding deployment progres or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when Customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation workshop					
	Solicitation Development					
	Solicitation Templates					
	Contract Managment					
Configure	Contract templates					
Train	Admin Training					
Launch	Go Live, HyperAdpotion, Project Closure					

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement
- Evaluation and Awards
- Contract Management

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
    - Confirm list of templates
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:
- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:
- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:
- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria
- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:
- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:
- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria
- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:
- Review and confirm the Solicitation Templates and documents provided by the Customer.
- OpenGov will configure up to two (2) Solicitation Template(s) from customer provided templates:

    - OpenGov assumes one (1) Non-Construction Solicitation Template will be built based on examples collected from the customer up to fifty (50) pages in length.
    - OpenGov assumes one (1) Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- Solicitation templates will be built based on templates collected from the customer up to fifty (50) pages in length unless otherwise specified above.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- OpenGov will configure up to two (2) Contract Template(s) from customer provided templates :
    - OpenGov assumes two (2) Contract Solicitation Templates will be built based on examples collected from the customer up to fifty (50) pages in length.

OpenGov Assumption:

- Contract templates will be built based on templates collected from the customer up to fifty (50) pages in length unless otherwise specified above.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Historical and/or Active Contract Attachments Upload

OpenGov will:

- Provide instructions for the Customer to create an SFTP folder for the attachments to be uploaded with the contract log.
- Import attachments from the SFTP.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will:

- Customer will create the SFTP folder, and add all related attachments (regular file folders/zip folders cannot be added into the SFTP)

Completion Criteria

- Attachments have been imported.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
    - Proposal Viewer Agreement
    - Interview Invitation
    - Non-Award Letter
    - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Creating Bids with Generic Templates
    - Live Bid Management & Vendor Experience
    - Evaluation and Awarding
    - Writing Solicitations using templates
    - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to two (2) hours of working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Boilerplate Templates

- A boilerplate template document that can be reused more than once without any substantive change.
- Up to 50 pages in length each unless otherwise specified in Appendix B.
- All templates are assumed to be non-construction unless otherwise specified in Appendix B. A “Construction” template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents

- PDF or Word format

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Resolution to Approve and Adopt the Transportation Asset Management Plan.

Recommendation:

Adopt a Resolution to Approve and Adopt the Transportation Asset Management Plan.

Attached is a report Jon Dowling, City Engineer for the adoption of a Resolution as described.

I recommend adoption. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Adopt a Resolution to Approve and Adopt the Transportation Asset Management Plan.

ISSUE STATEMENT

Public Act 325 of 2018 requires all local agencies in the state of Michigan with more than 100 certified miles of roads to have a Transportation Asset Management Plan (TAMP). The TAMP shall be for the road, bridge, culvert and traffic signal assets owned by the local agency.

DESCRIBE THE CONSEQUENCES

If the local agency does not have a TAMP adopted by the local agency and approved by the Michigan Department of Transportation (MDOT) by October 1, 2024, the state could withhold Act 51 payments until the TAMP is completed.

OWNERSHIP

Engineering is responsible for overseeing the transportation assets and for developing the TAMP.

SOLUTION

Engineering has worked with our consultant to develop the TAMP.

FACILITATE IMPLEMENTATION

Adopt a Resolution to Approve and Adopt the Transportation Asset Management Plan.

ATTACHMENTS

1. City of Jackson TAMP 2024



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

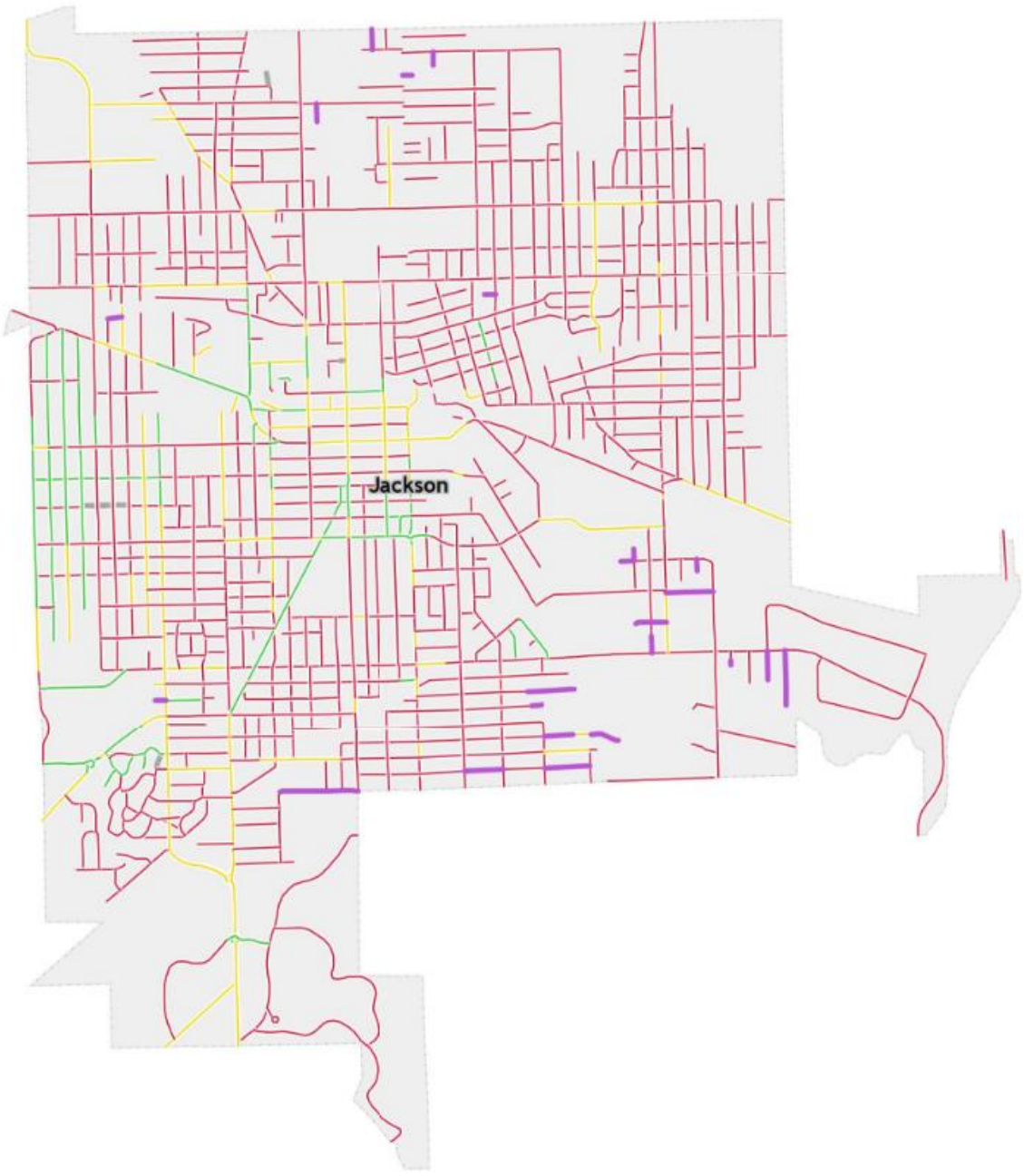


Figure 1: Map showing location or roads managed by COJ and the current condition for paved roads in green for good (PASER 10, 9, 8), yellow for fair (PASER 7, 6, 5), and red for poor (PASER 4, 3, 2, 1) and for unpaved roads in purple.

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.

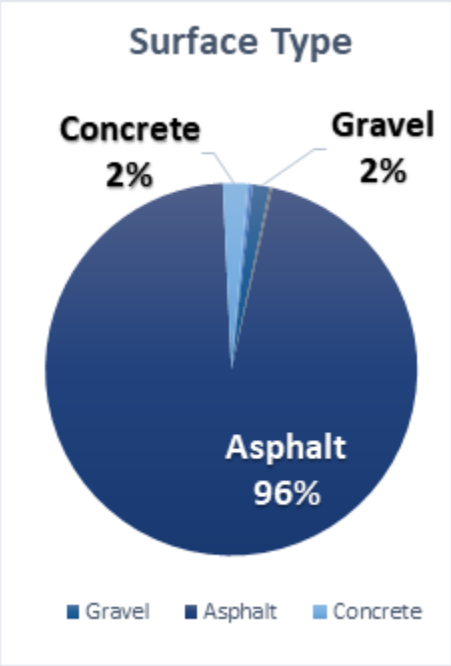


Figure 2: Pavement type by percentage maintained by COJ. Undefined pavements have not been inventoried in COJ's asset management system to date but will be included as data becomes available.

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

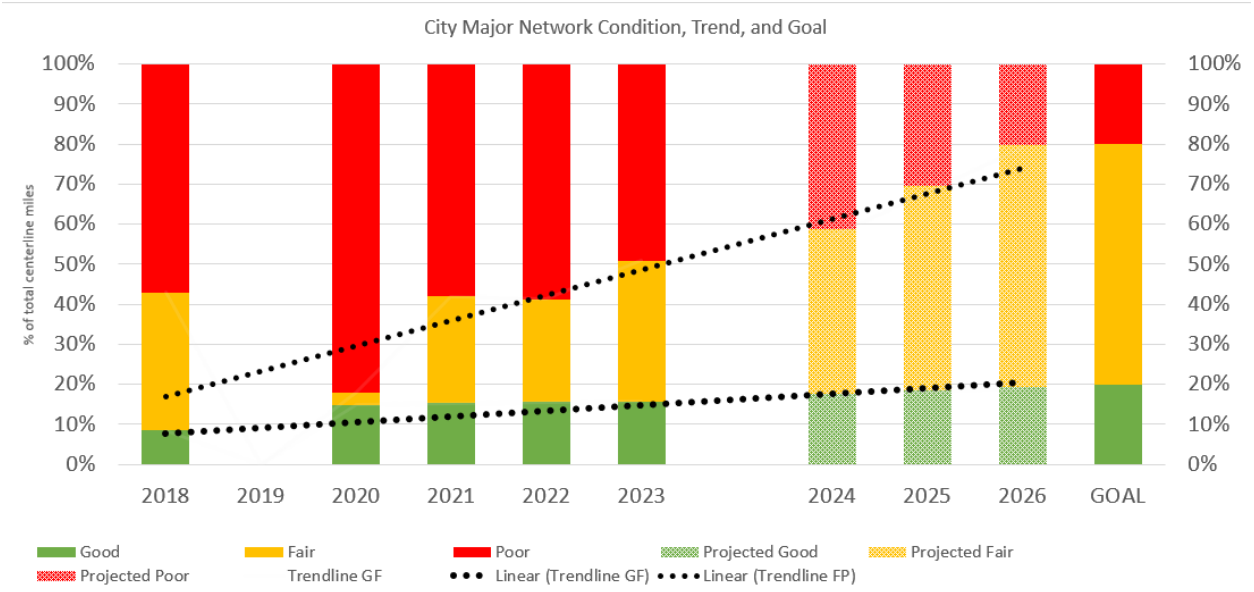
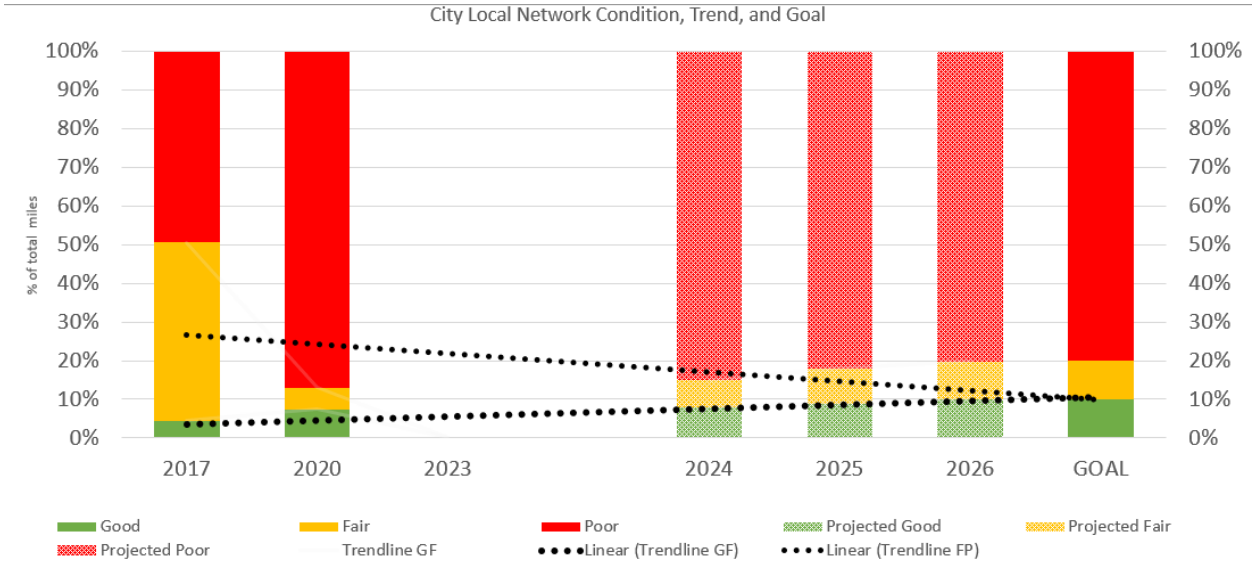


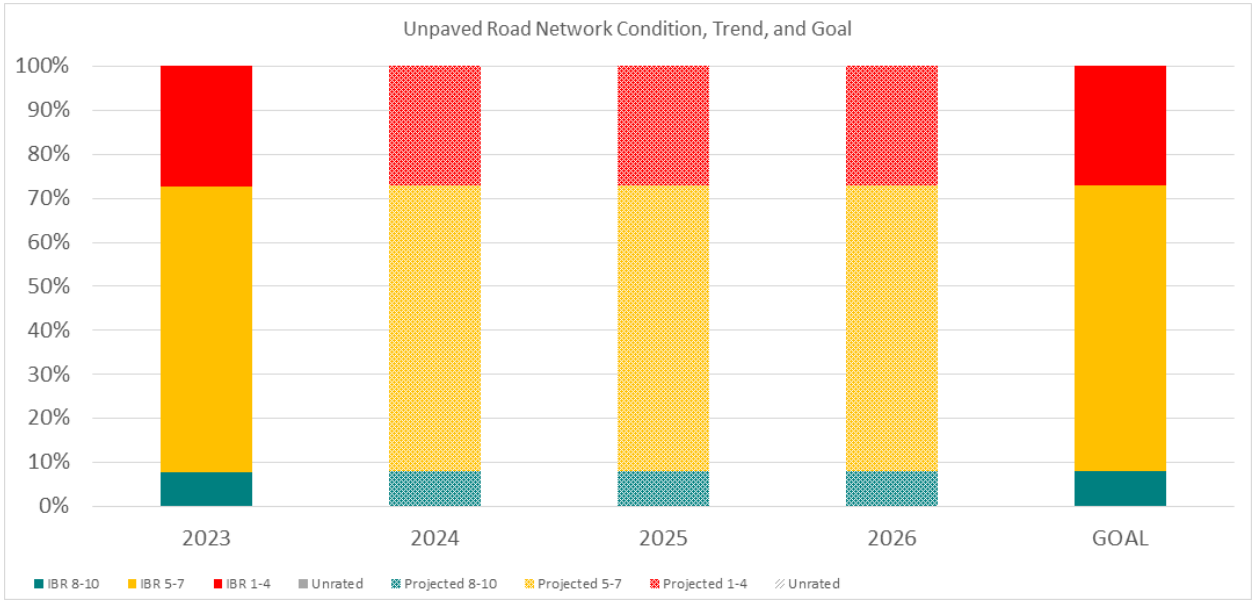
Figure 4: city local network condition, goals, and trend



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.

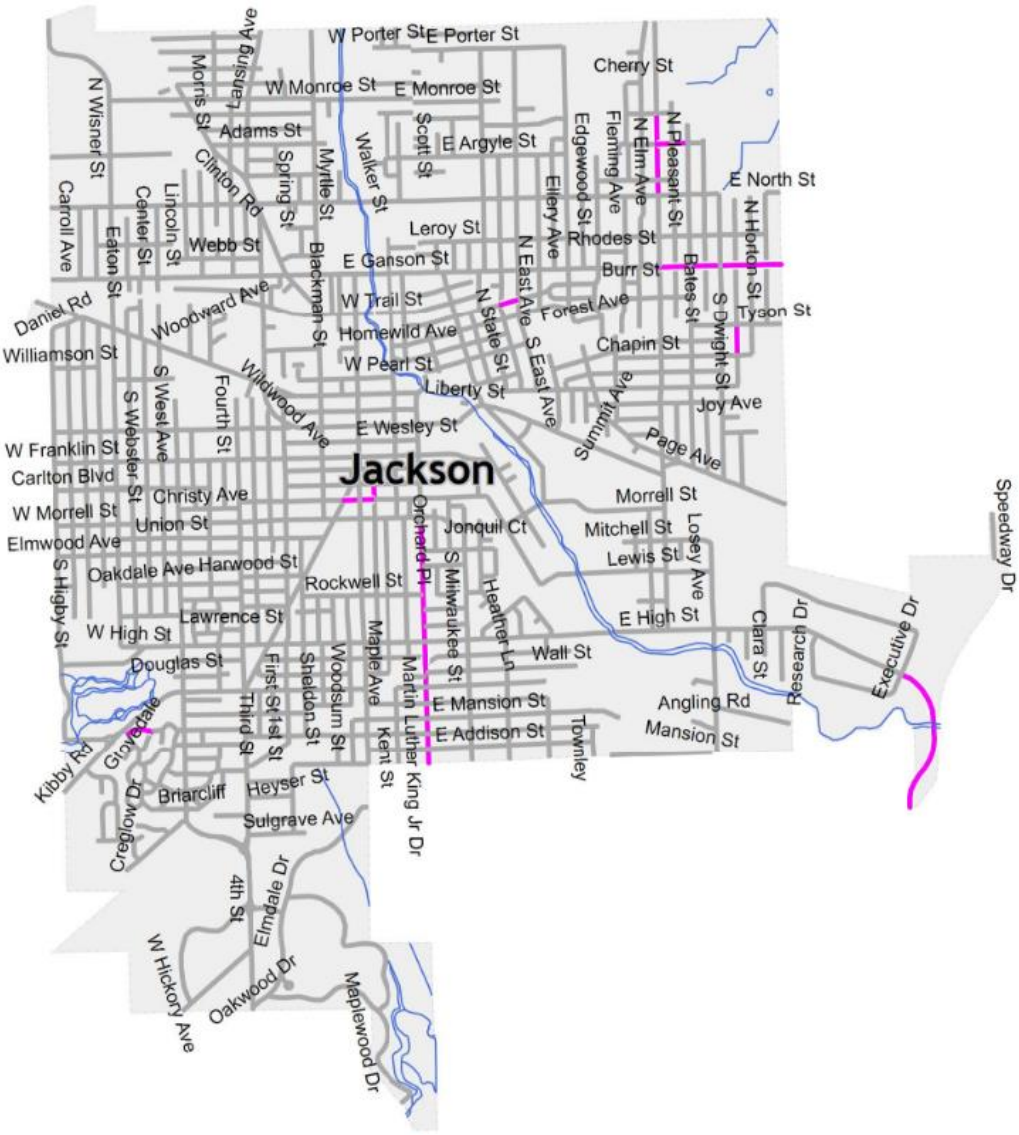


Figure 6 Map illustrating planned projects for pavement assets.

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

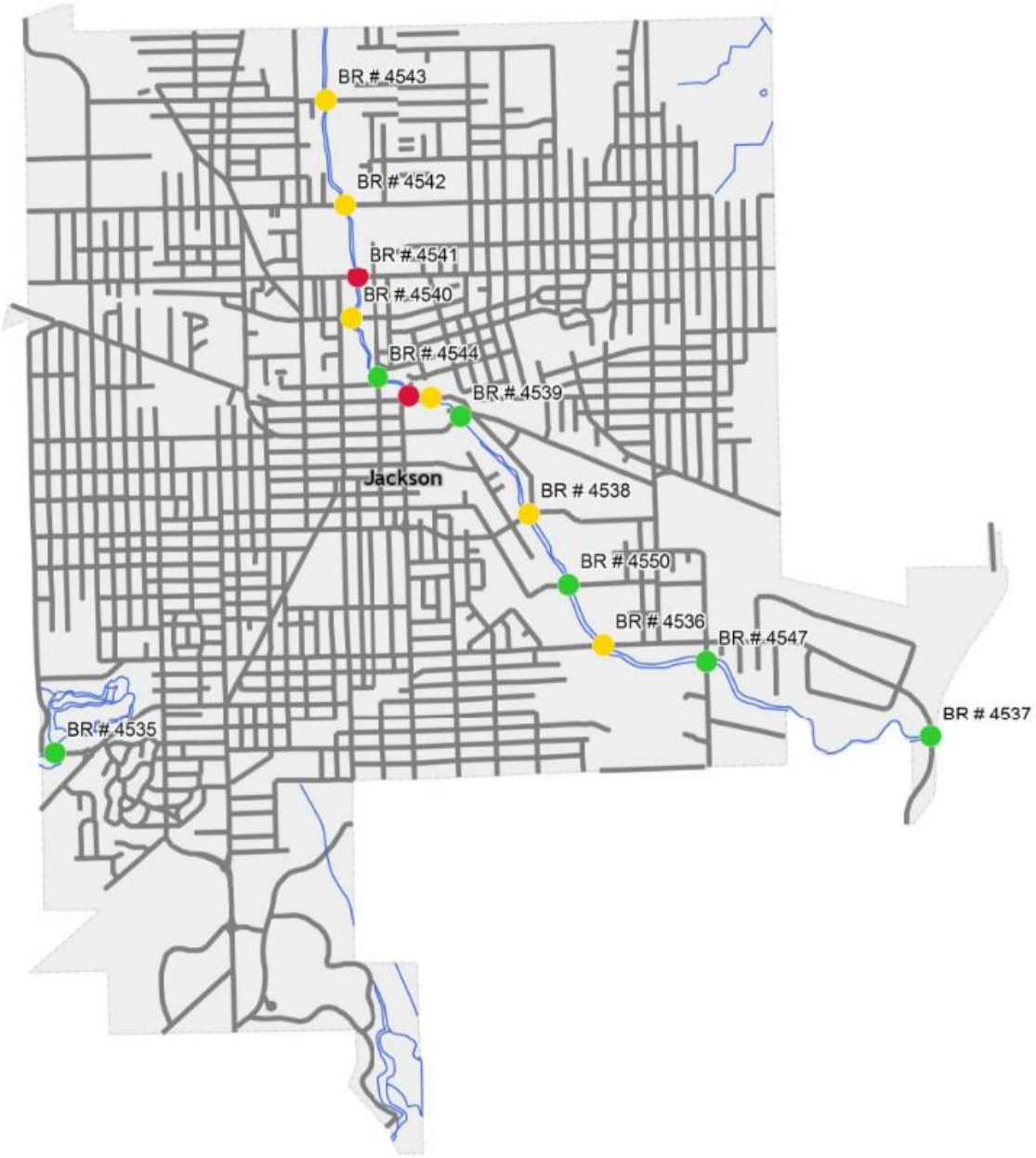


Figure 7: Map illustrating locations of COJ's bridge assets.

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.

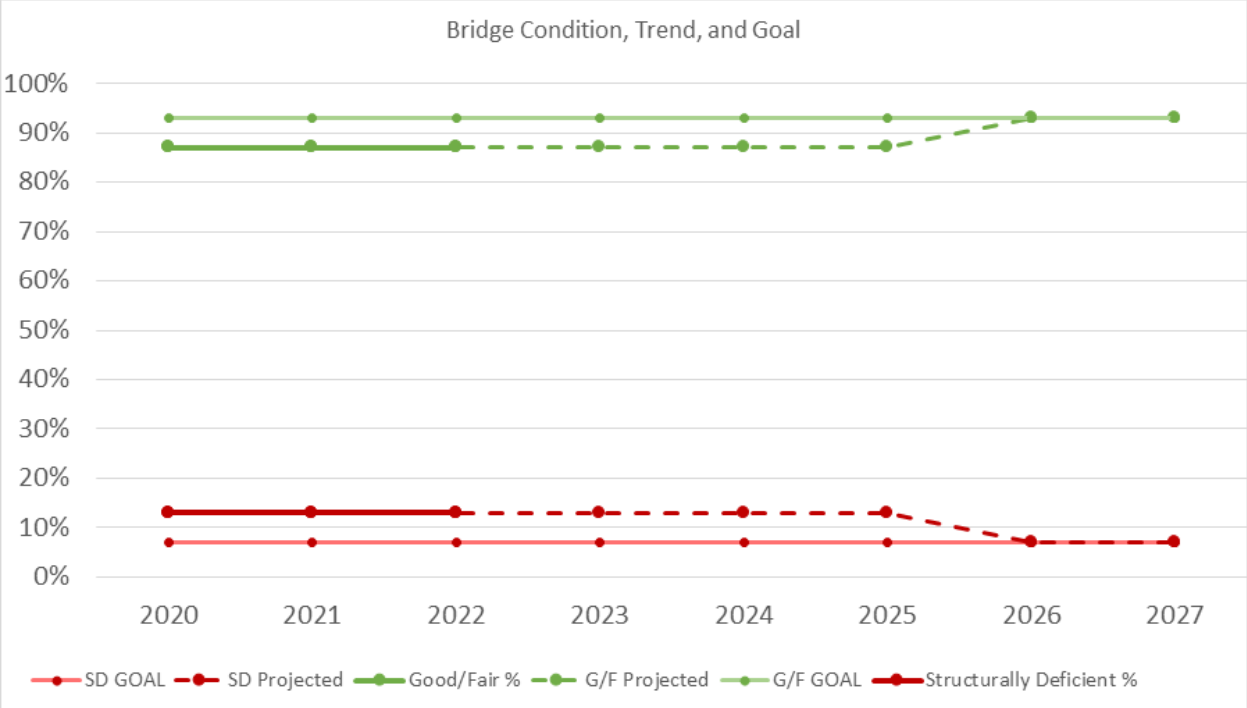


Figure 8: Condition, projected trend, and goal for COJ's good/fair and structurally deficient bridges

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 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**

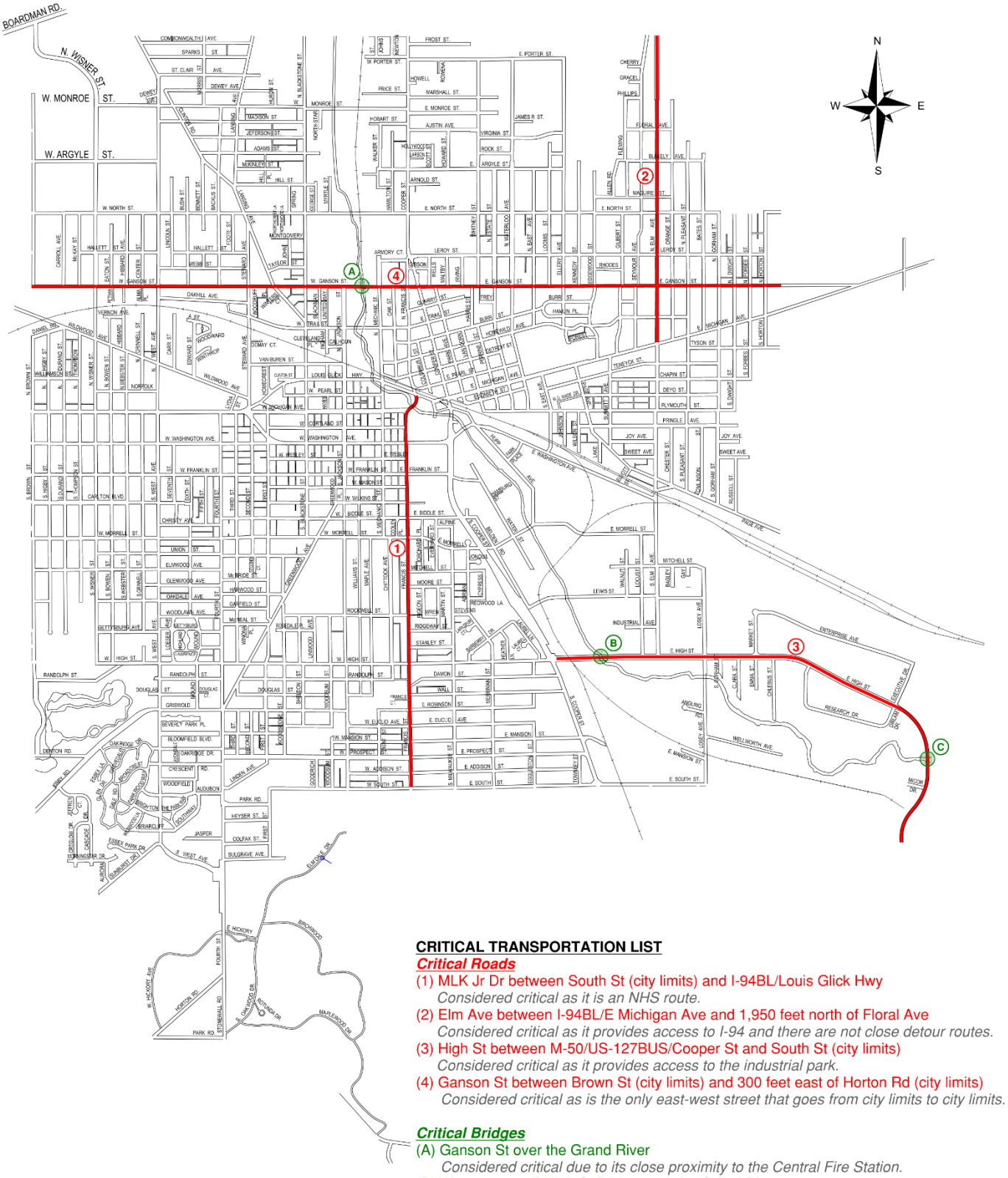
Fund 203 - Local Street Fund

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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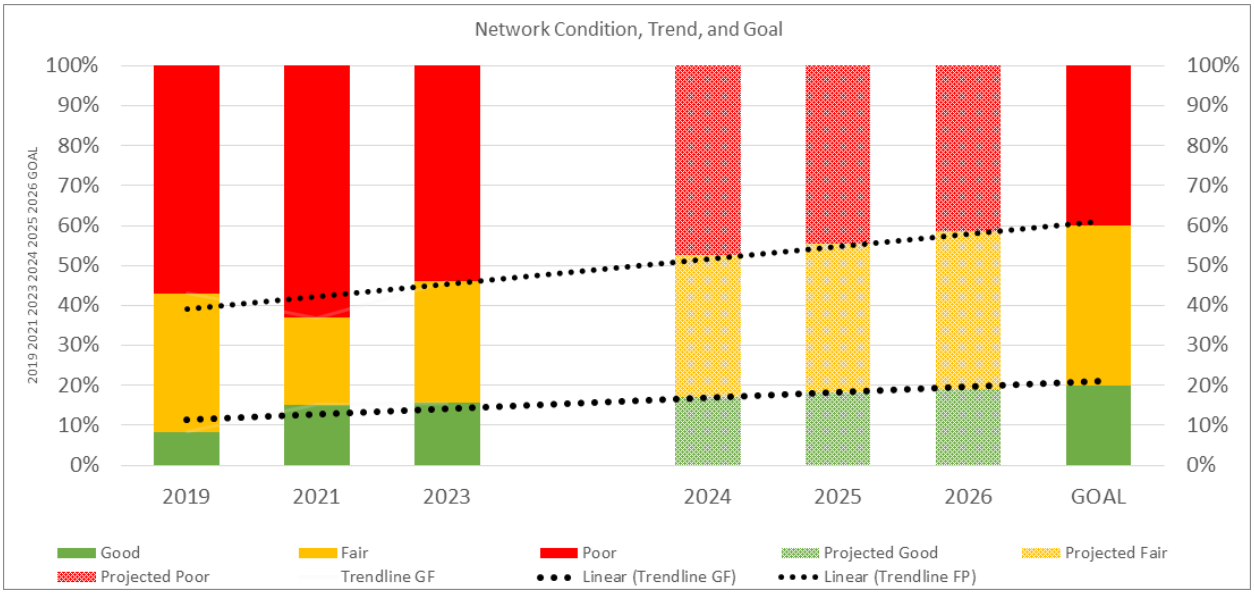
EXECUTIVE SUMMARY

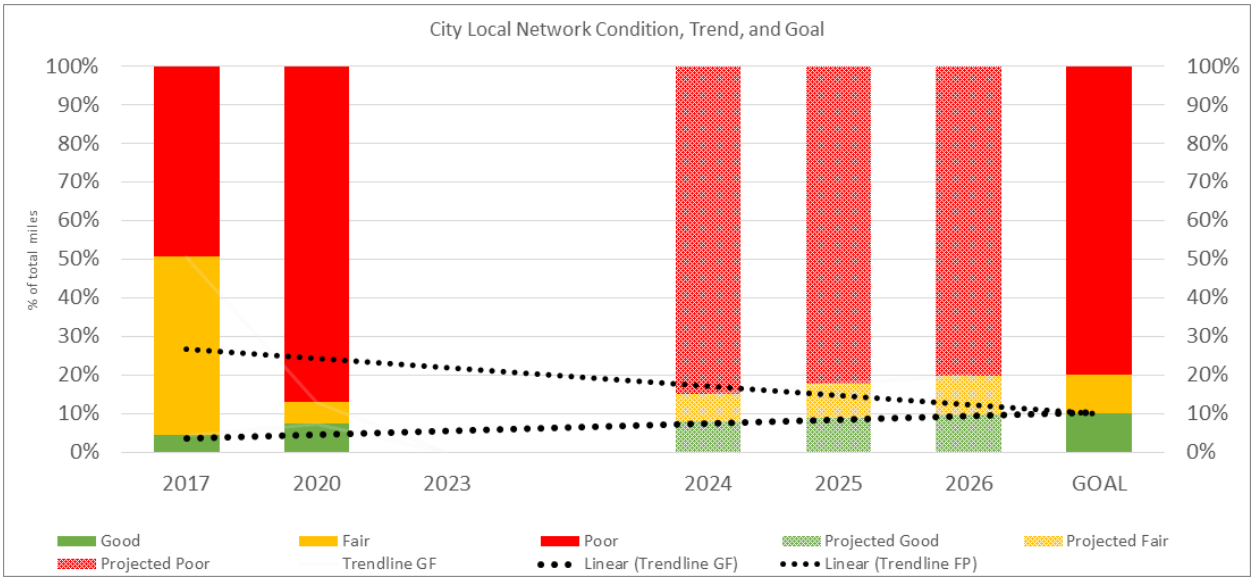
As conduits for commerce and connections to vital services, roads are among the most important assets in any community along with other assets like bridges, culverts, traffic signs, traffic signals, and utilities that support and affect roads. The City of Jackson's (COJ) roads, other transportation assets, 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:

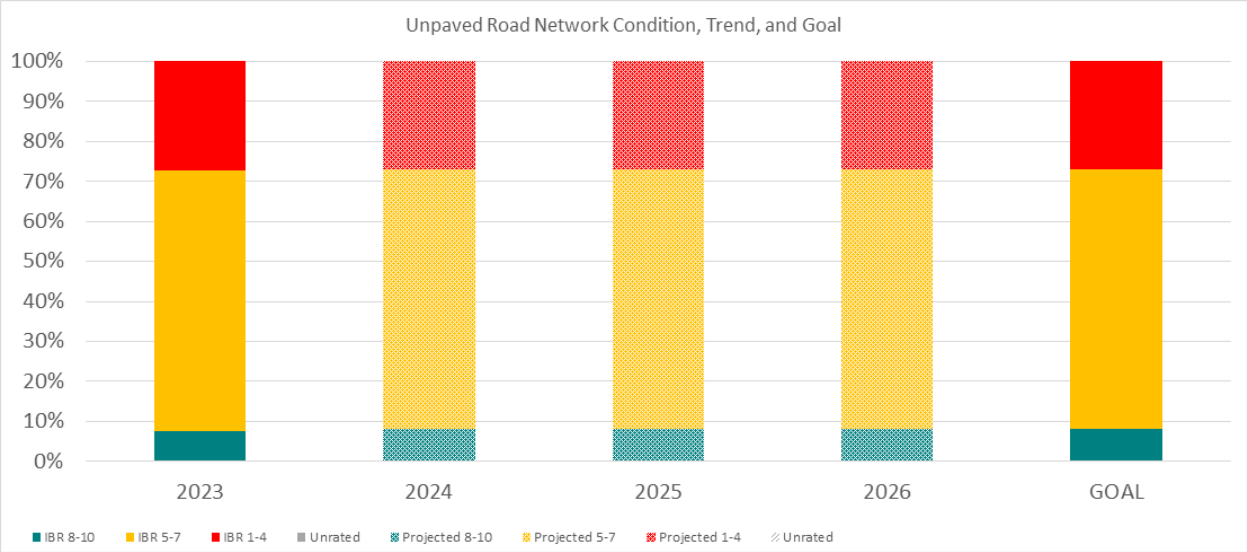
- What kinds of road assets COJ has in its jurisdiction, who owns them, and the different options for maintaining these assets.
- What tools and processes COJ uses to track and manage road assets and funds.
- What condition COJ's road assets are in compared to statewide averages.
- Why some road assets 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
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
2019 2021 2023 2024 2025 2026 GOAL
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
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
% of total miles
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.

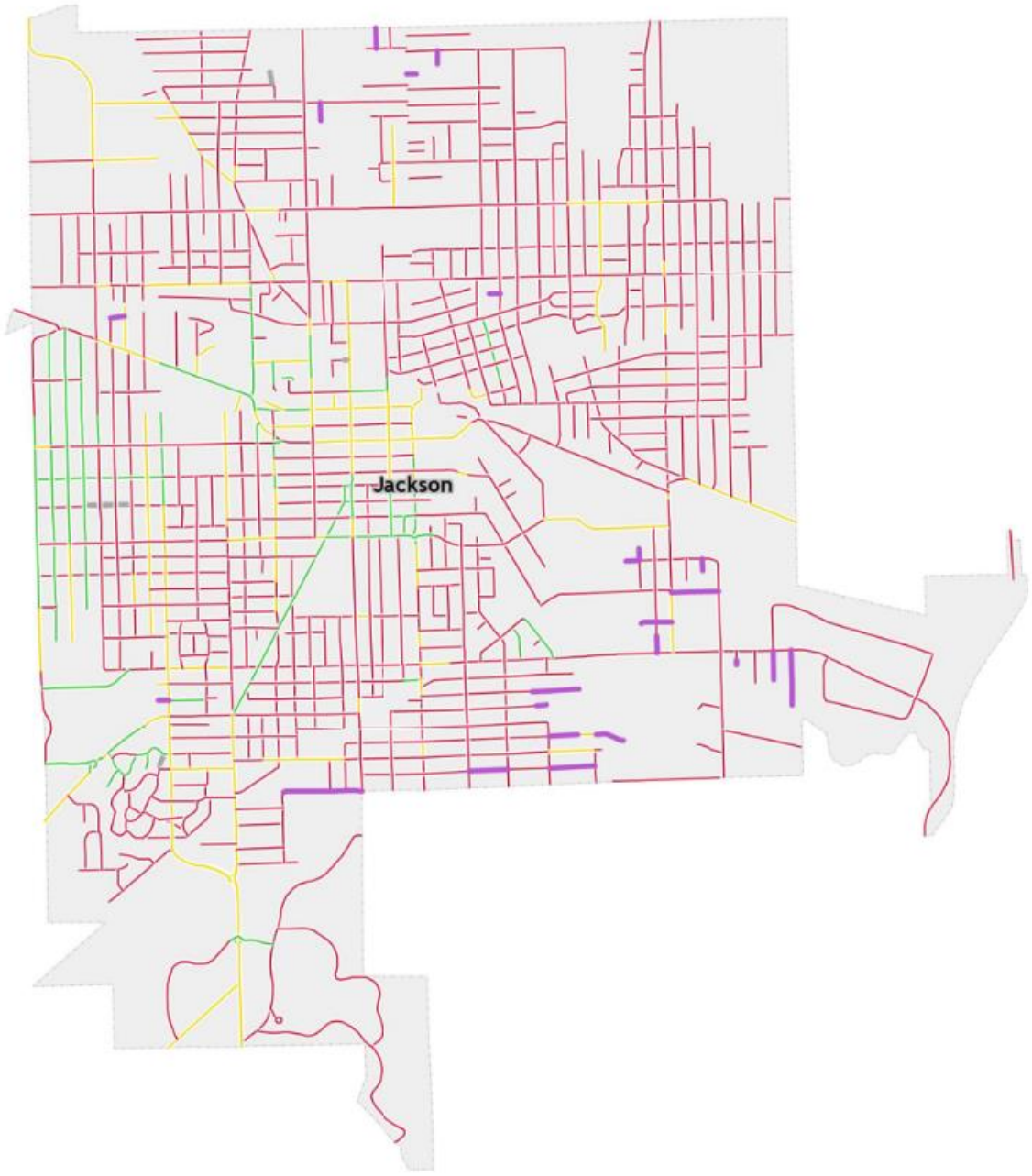


Figure 7: Map showing location of COJ's paved roads (i.e., those managed by COJ) and their current condition for paved roads with green for good (i.e., PASER 10, 9, 8), yellow for fair (i.e., PASER 7, 6, 5), and red for poor (i.e., PASER 4, 3, 2, 1), as well as the location of COJ's unpaved roads in 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.

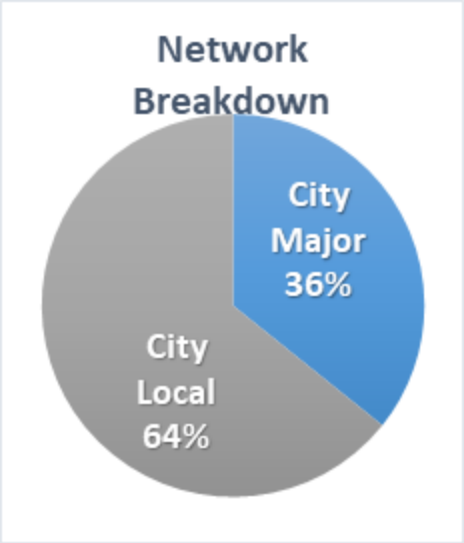


Figure 8: Percentage of city major and city local roads for COJ.

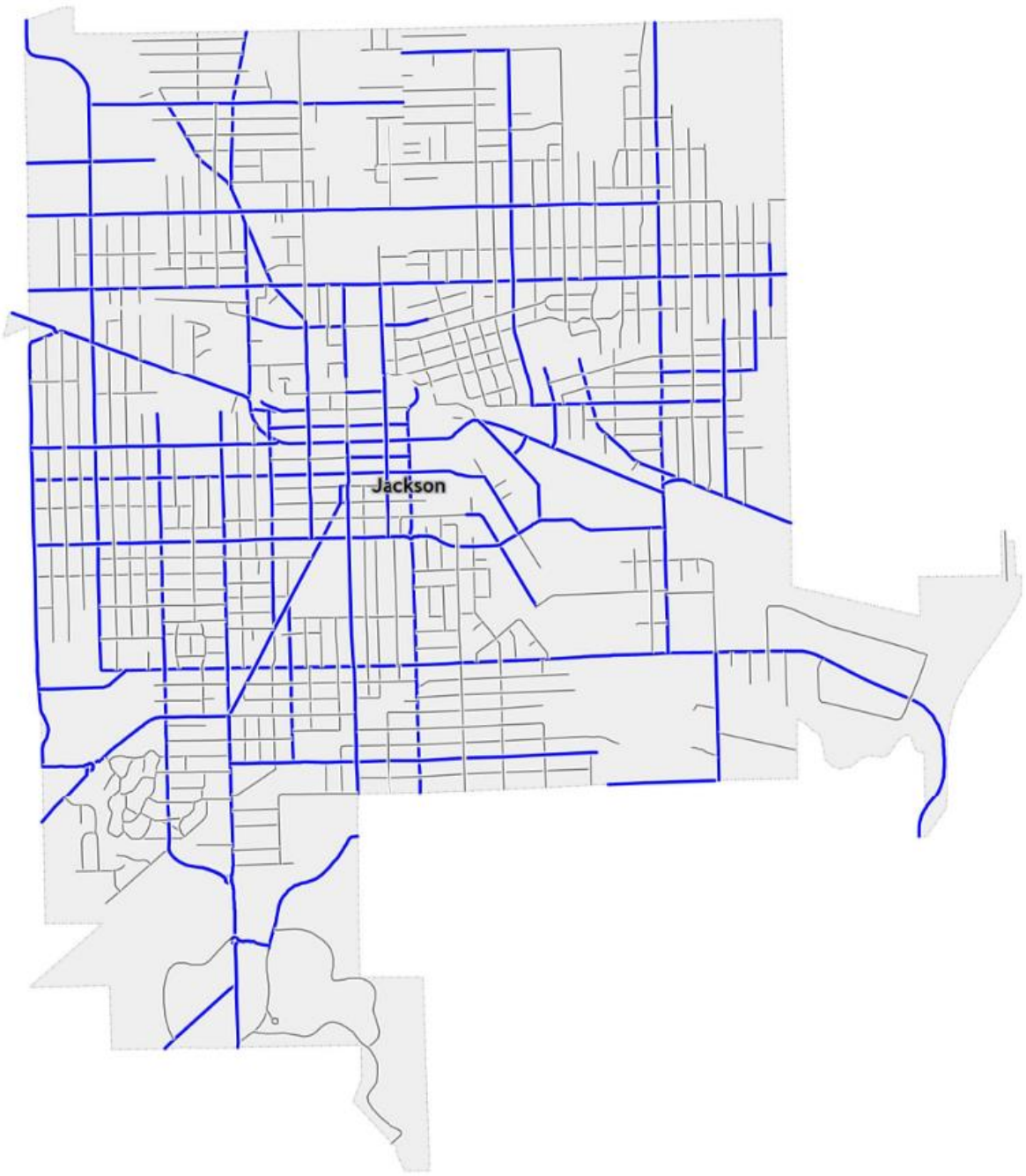


Figure 9: City major, in blue, and city local roads, in grey, for COJ.

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.

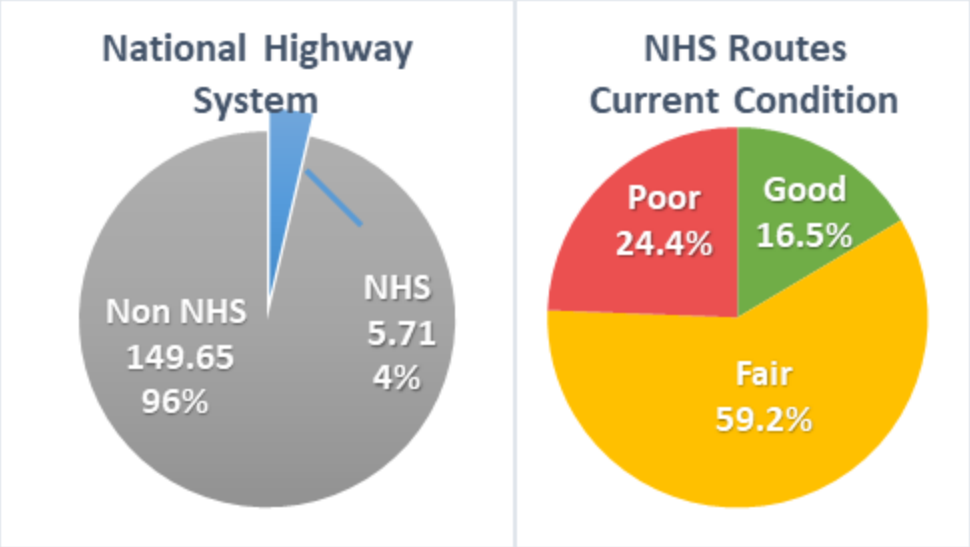


Figure 10: Miles of roads managed by COJ that are part of the National Highway System and condition.

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.

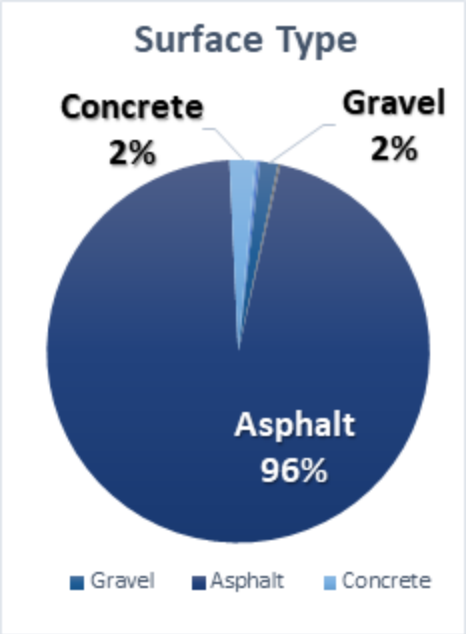


Figure 11: Pavement type by percentage maintained by COJ Undefined pavements have not been inventoried in COJ's asset management system to date.

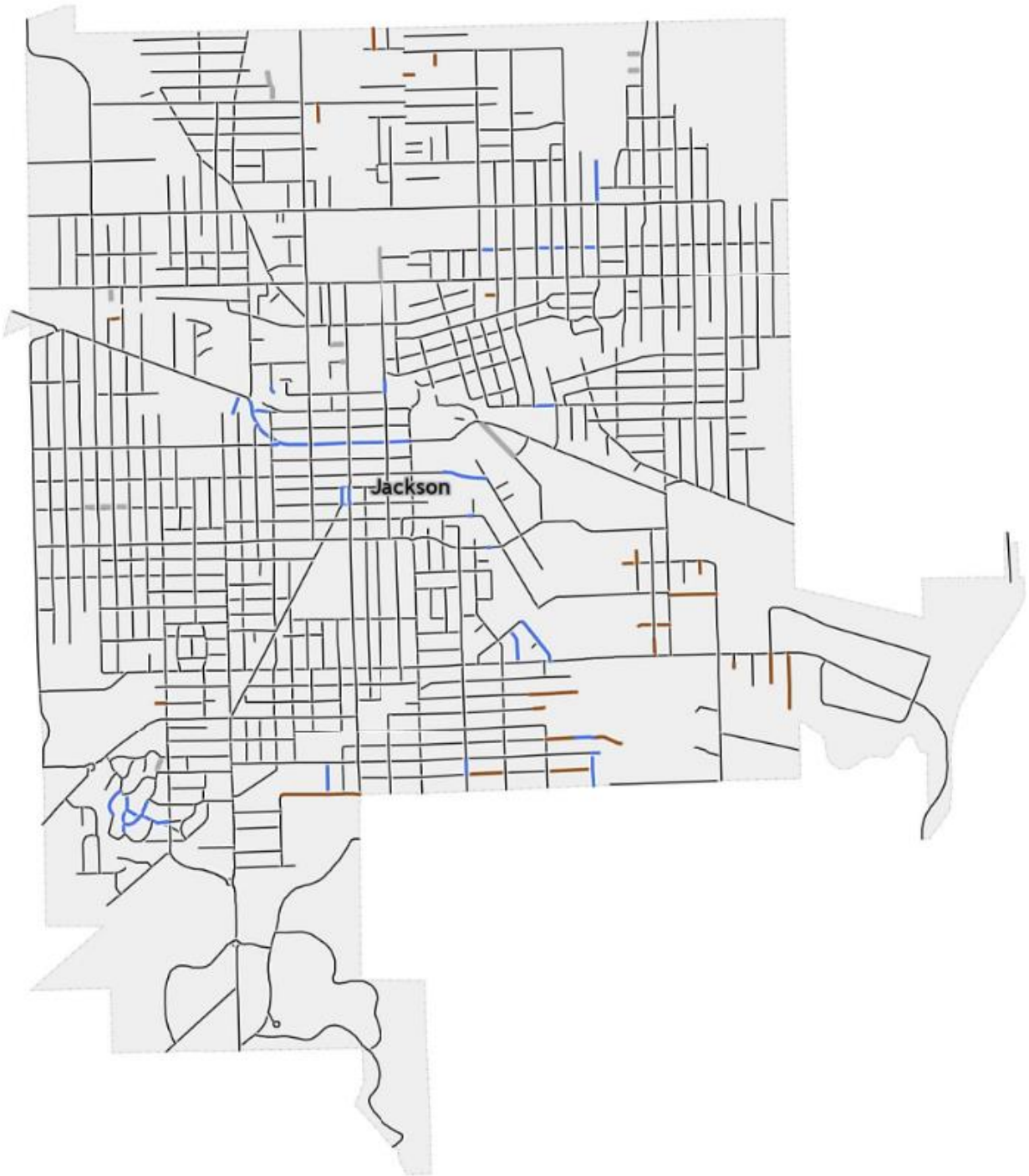


Figure 12: Pavement type. Asphalt is in black, Concrete is in Royal Blue, Gravel is in Brown

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).

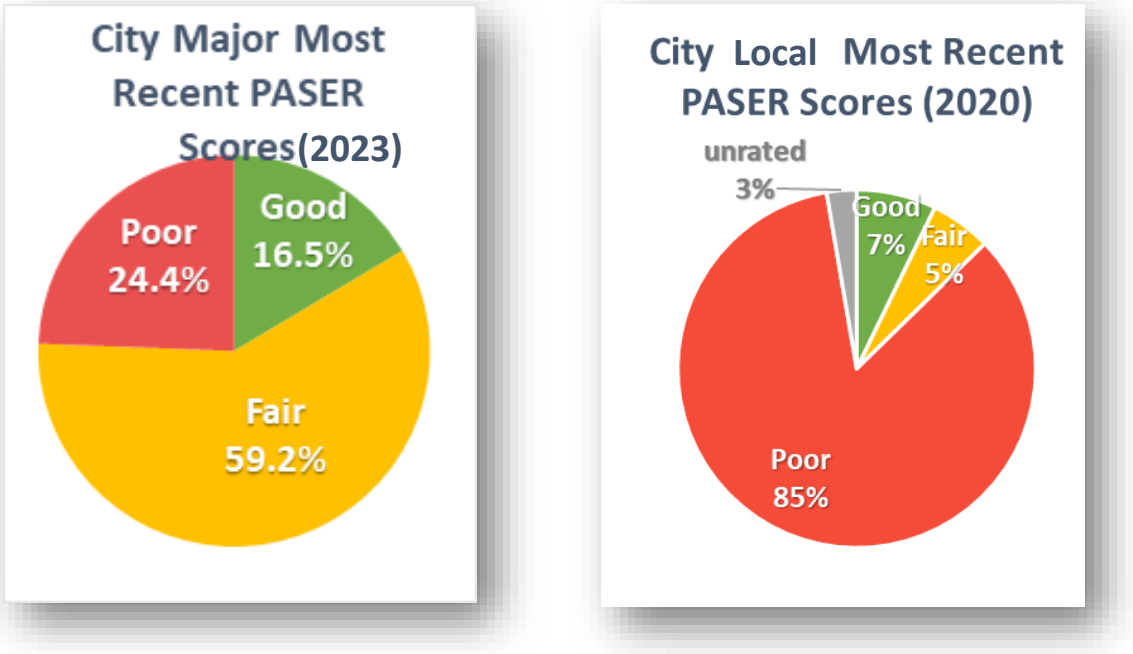


Figure 13: (A) Left: COJ paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city local road network conditions by percentage of good, fair, or poor.

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.

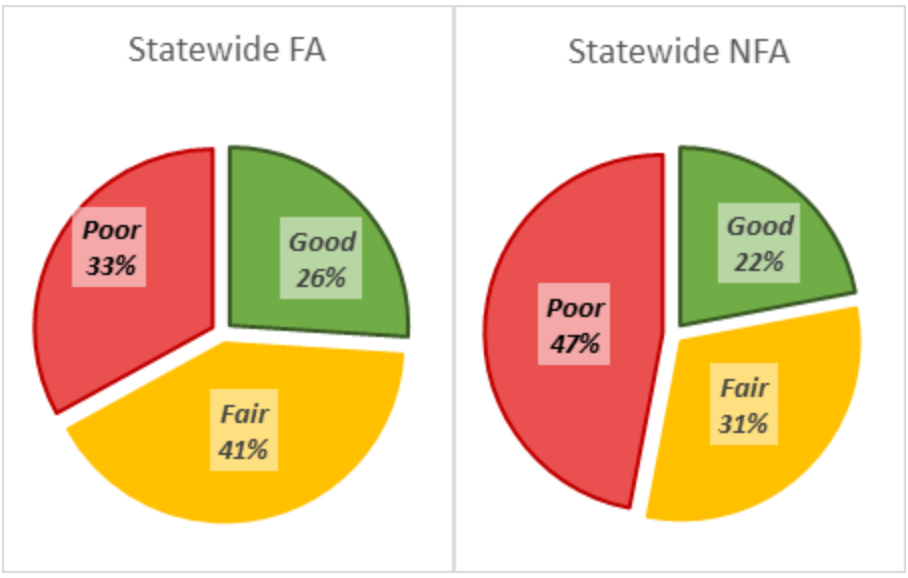


Figure 14: (A) Left: Statewide paved city major road network conditions by percentage of good, fair, or poor, and (B) Right: paved city local road network conditions by percentage of good, fair, or poor.

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.

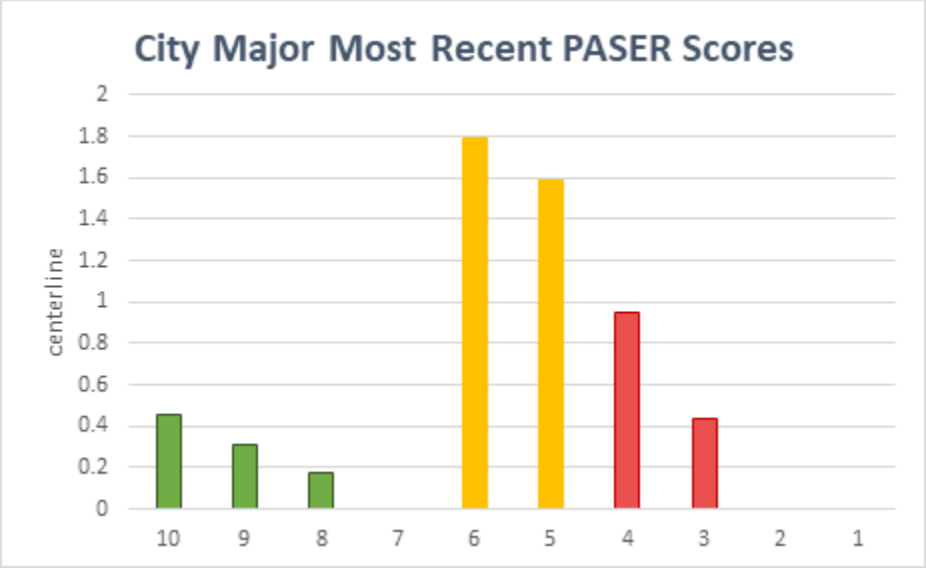


Figure 15: COJ paved city major road network conditions. Bar graph colors correspond to good/fair/poor TAMC designations.

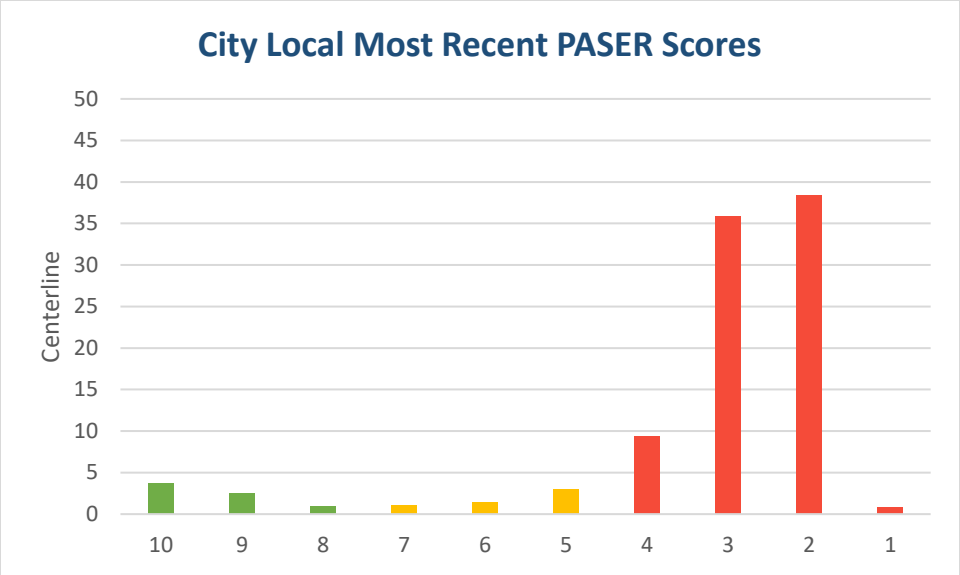


Figure 16: COJ paved city local network condition by PASER rating. Bar graph colors correspond to good/fair/poor TAMC designations.

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/.

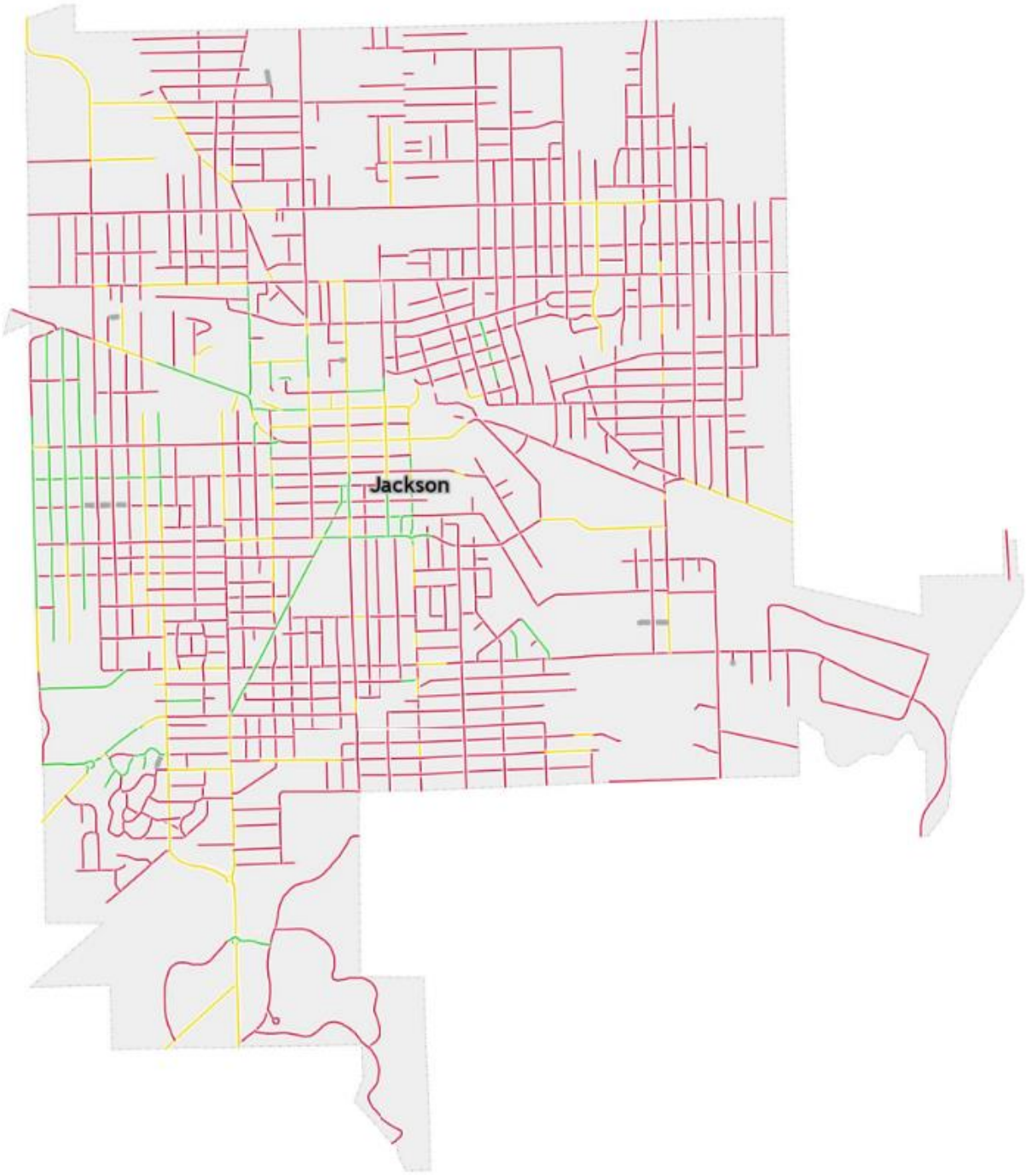


Figure 17: Map of the current paved road condition in good (PASER 10, 9, 8) shown in green, fair (PASER 7, 6, 5) shown in yellow, and poor (PASER 4, 3, 2, 1) shown in red. Only Roads owned by COJ are shown.

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.

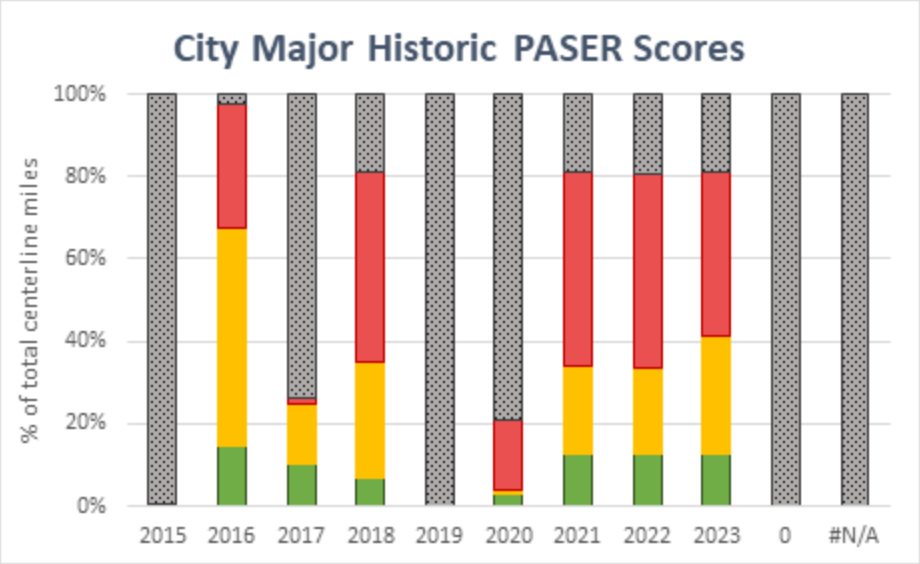


Figure 18: Historical COJ paved city major road network condition trend

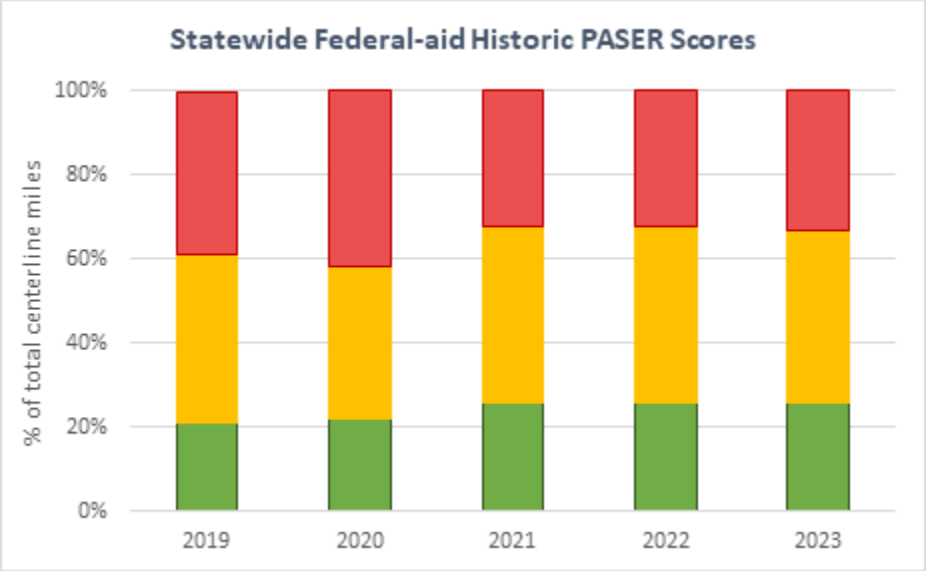


Figure 19: Historical statewide city major road network condition trend

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.

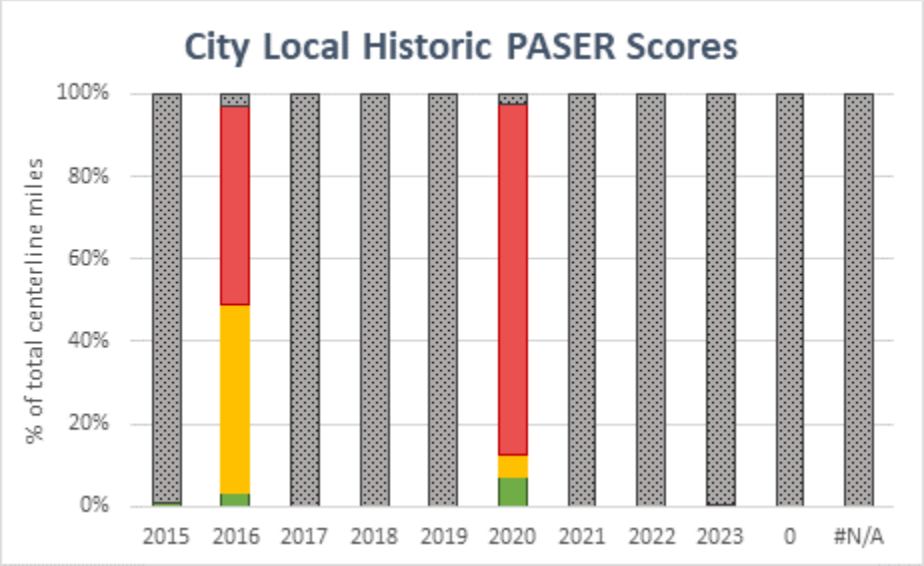


Figure 20: Historical COJ paved city local road network condition trend.

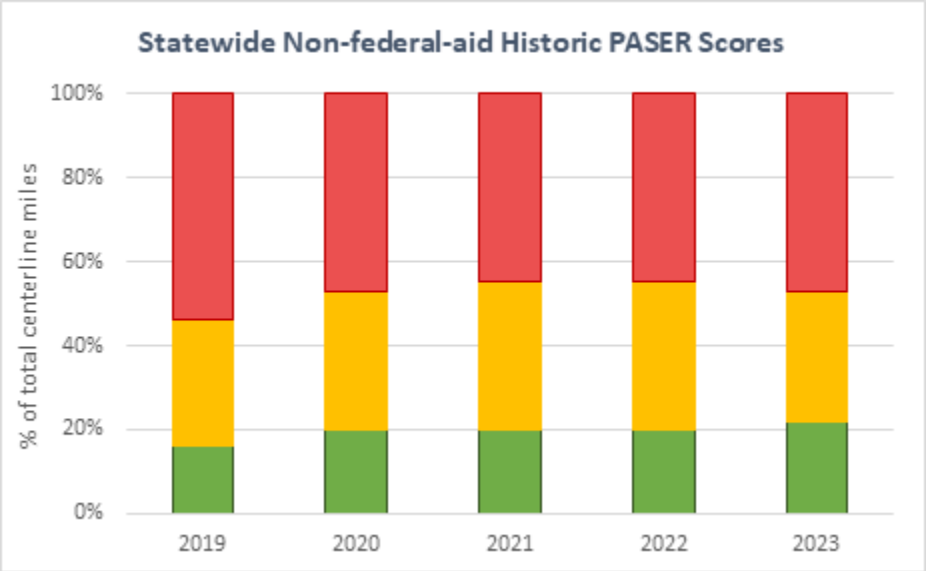


Figure 21: Historical statewide paved city local road network condition trend

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.

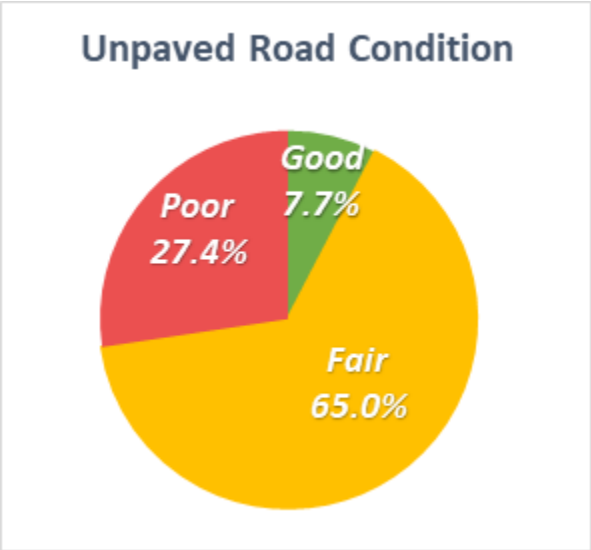


Figure 22: COJ's unpaved road network condition by percentage of roads with IBR numbers of 10, 9, and 8; roads with IBR numbers of 7, 6, and 5; and IBR numbers of 4, 3, 2, and 1.

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.

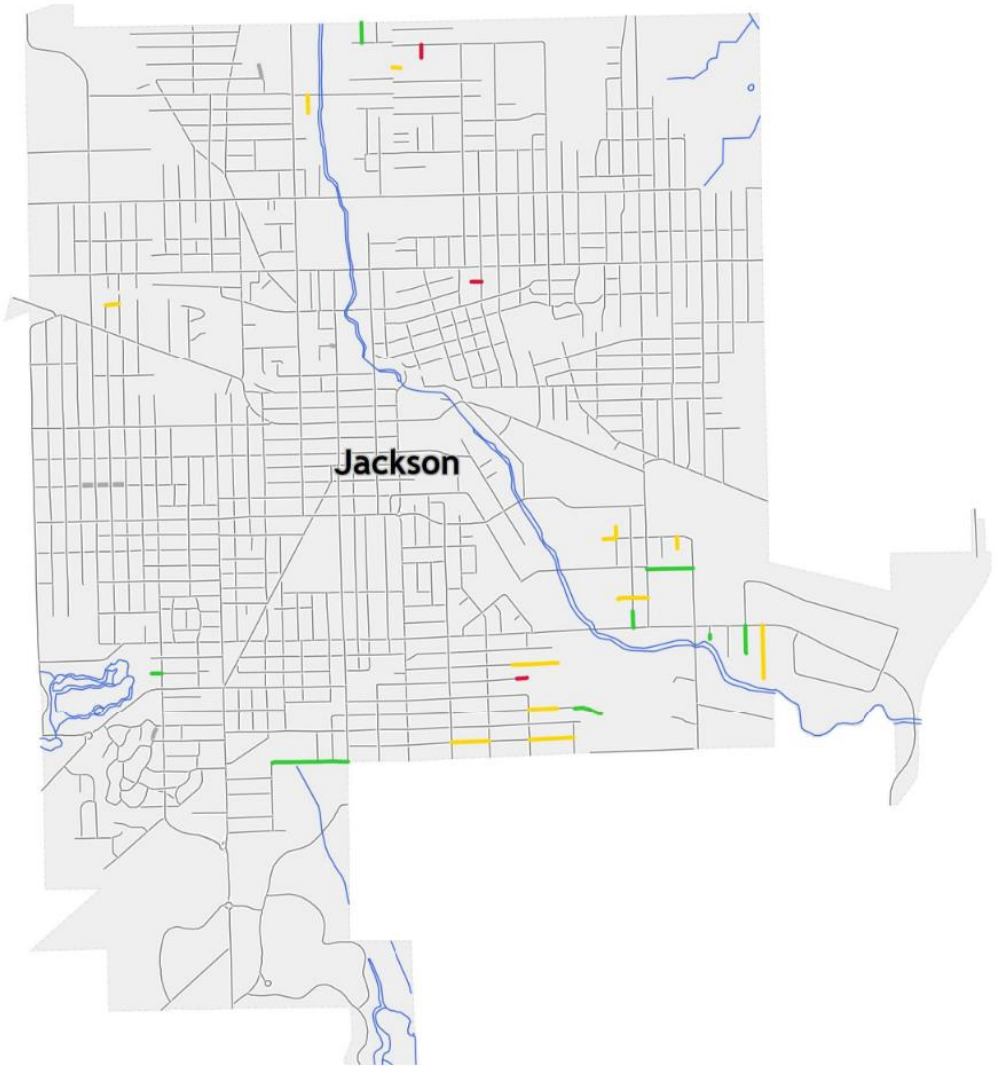


Figure 23: Map of the current IBR for surface width with good (22’ and greater) shown in green, fair (16’ to 21’) shown in orange, and poor (15’ or less) shown in red. Only unpaved roads owned by COJ are shown.

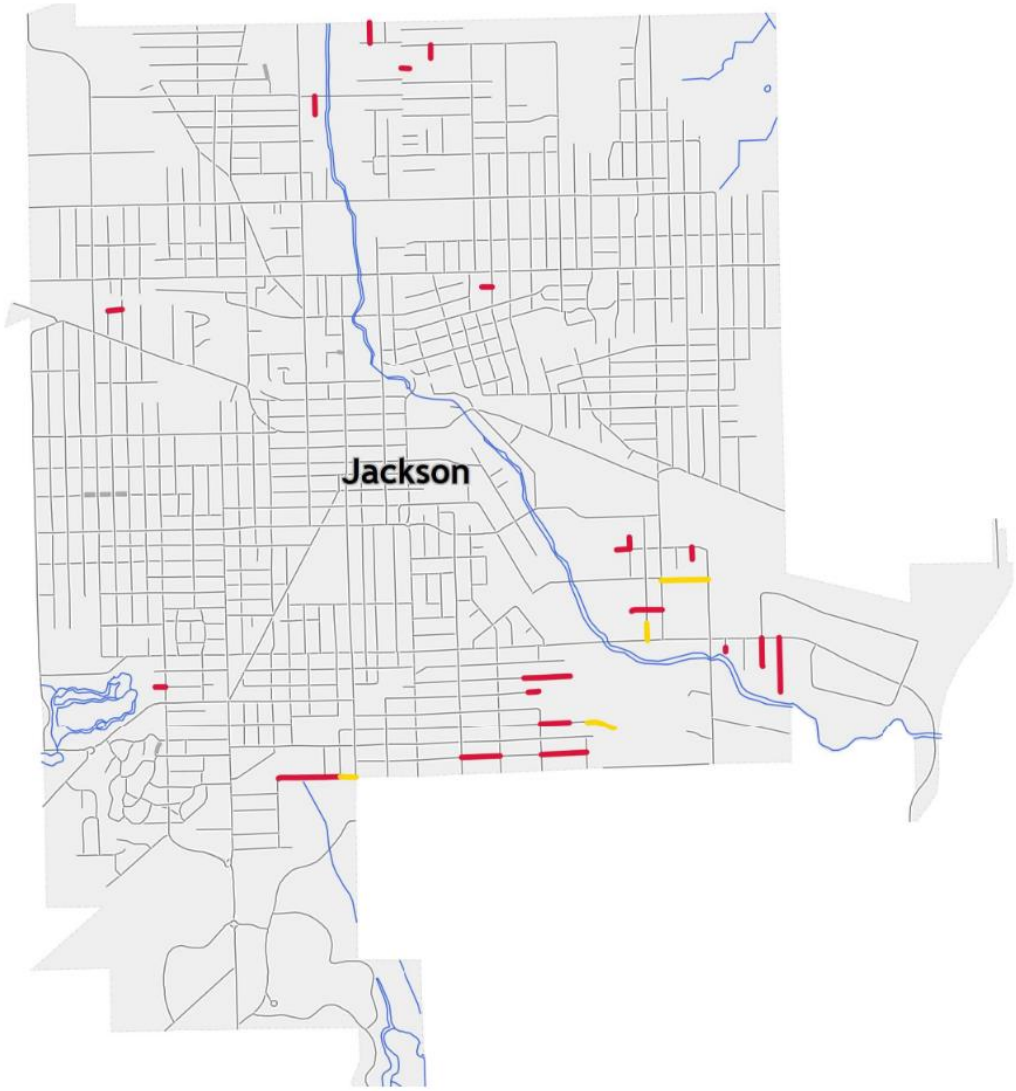


Figure 24: Map of the current IBR for drainage adequacy with good (2’ or more) shown in green, fair (0.5’ to less than 2’) shown in orange, and poor (less than 0.5’) shown in red. Only unpaved roads owned by COJ are shown.

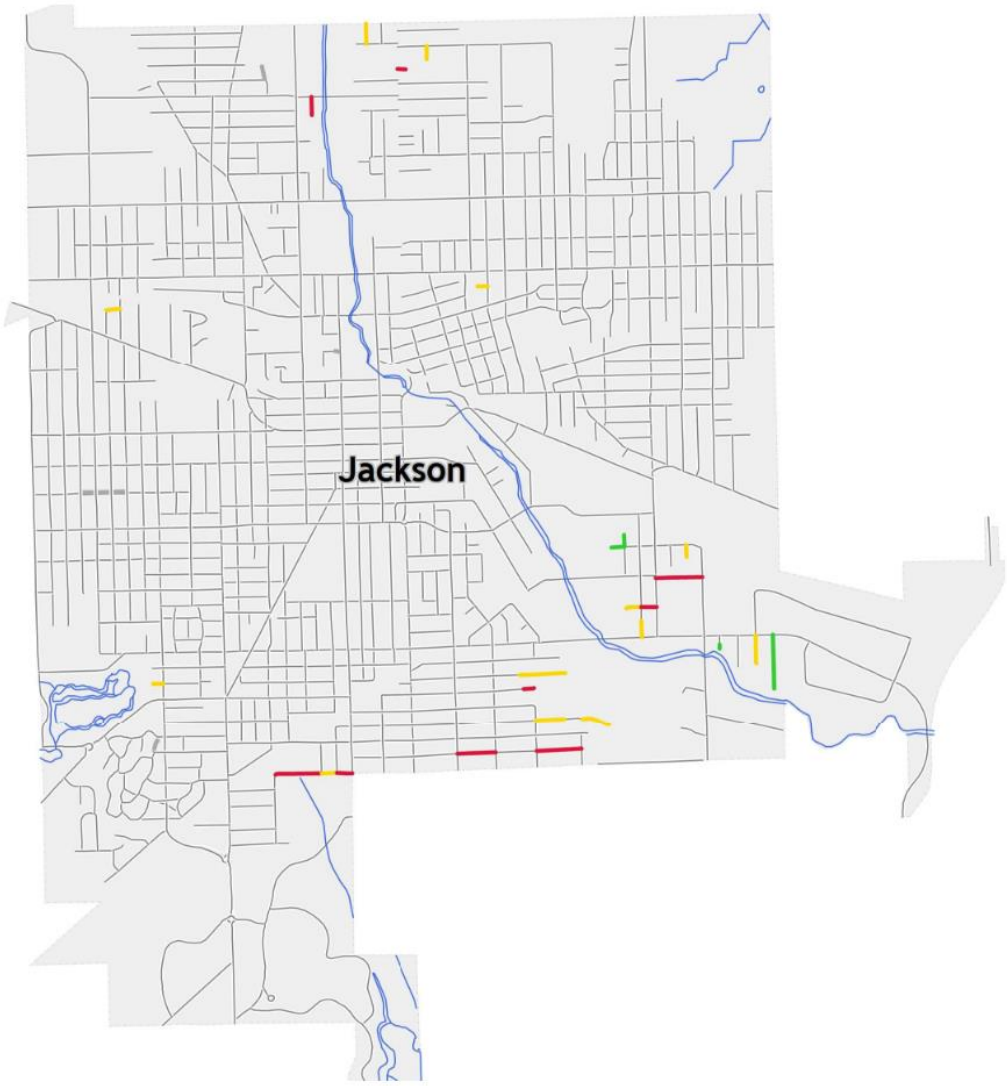


Figure 25: Map of the current IBR structural adequacy good (greater than 7") shown in green, fair (4" to 7") shown in orange, and poor (less than 4") shown in red. Only unpaved roads owned by COJ are shown.

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.

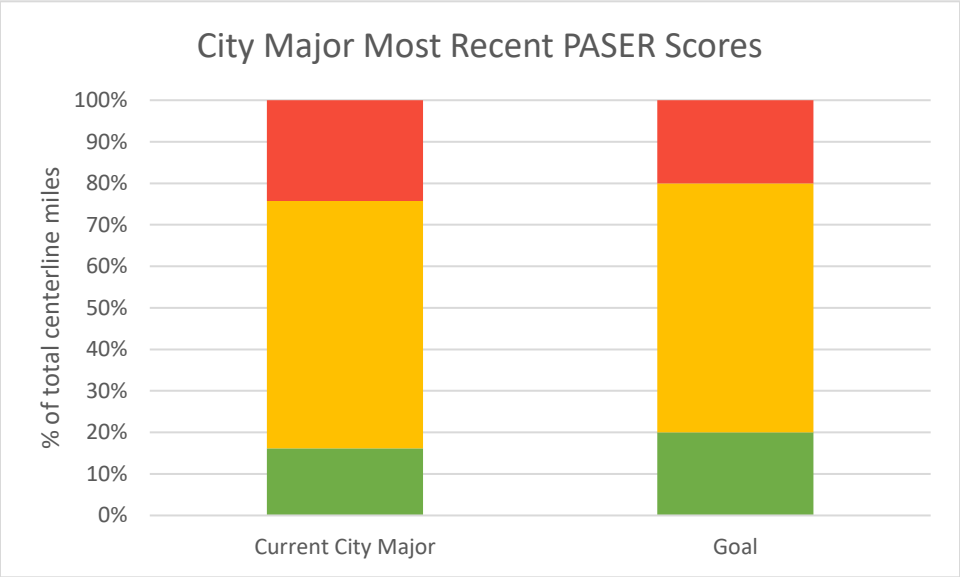


Figure 26: COJ's 2023 city major road network condition by percentage of good/fair/poor

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.

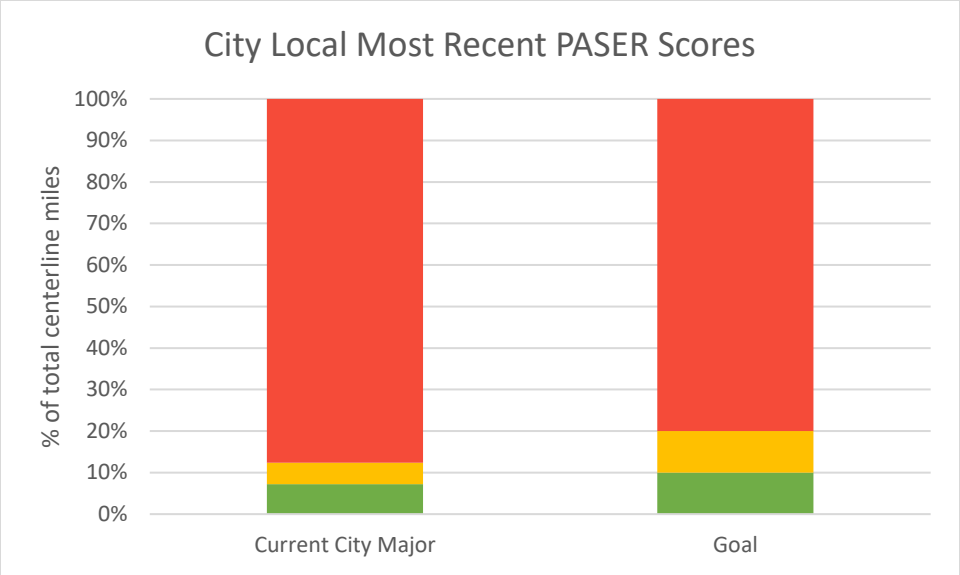


Figure 27: COJ 2023 paved city local road network condition by percentage of good/fair/poor

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.

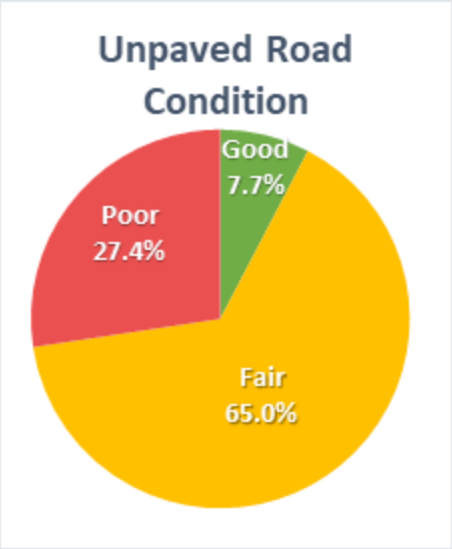


Figure 28: COJ's 2023 unpaved road network condition by percentage of good/fair/poor

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.

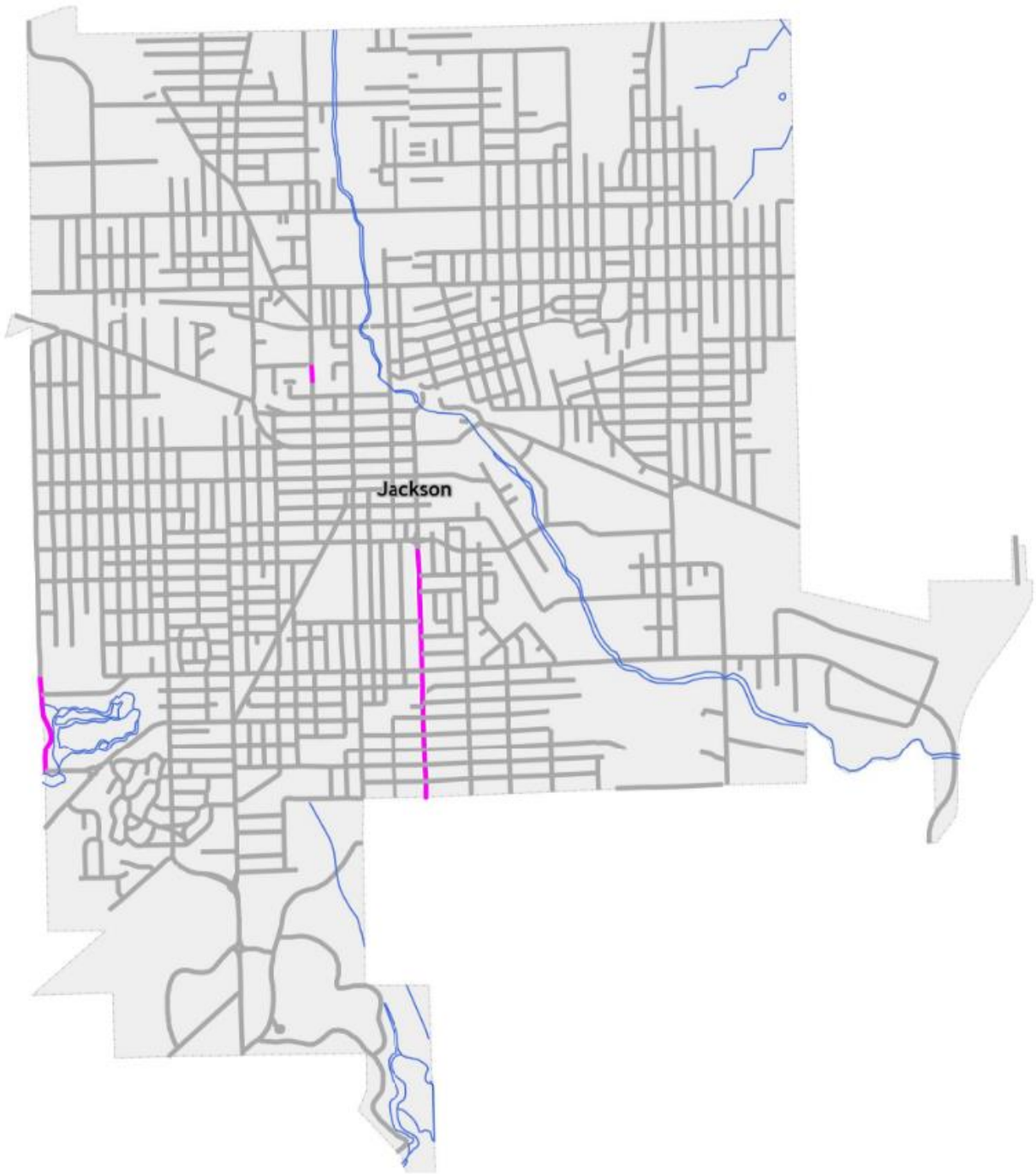


Figure 30: Map showing paved city major road projects planned for 2025.



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.

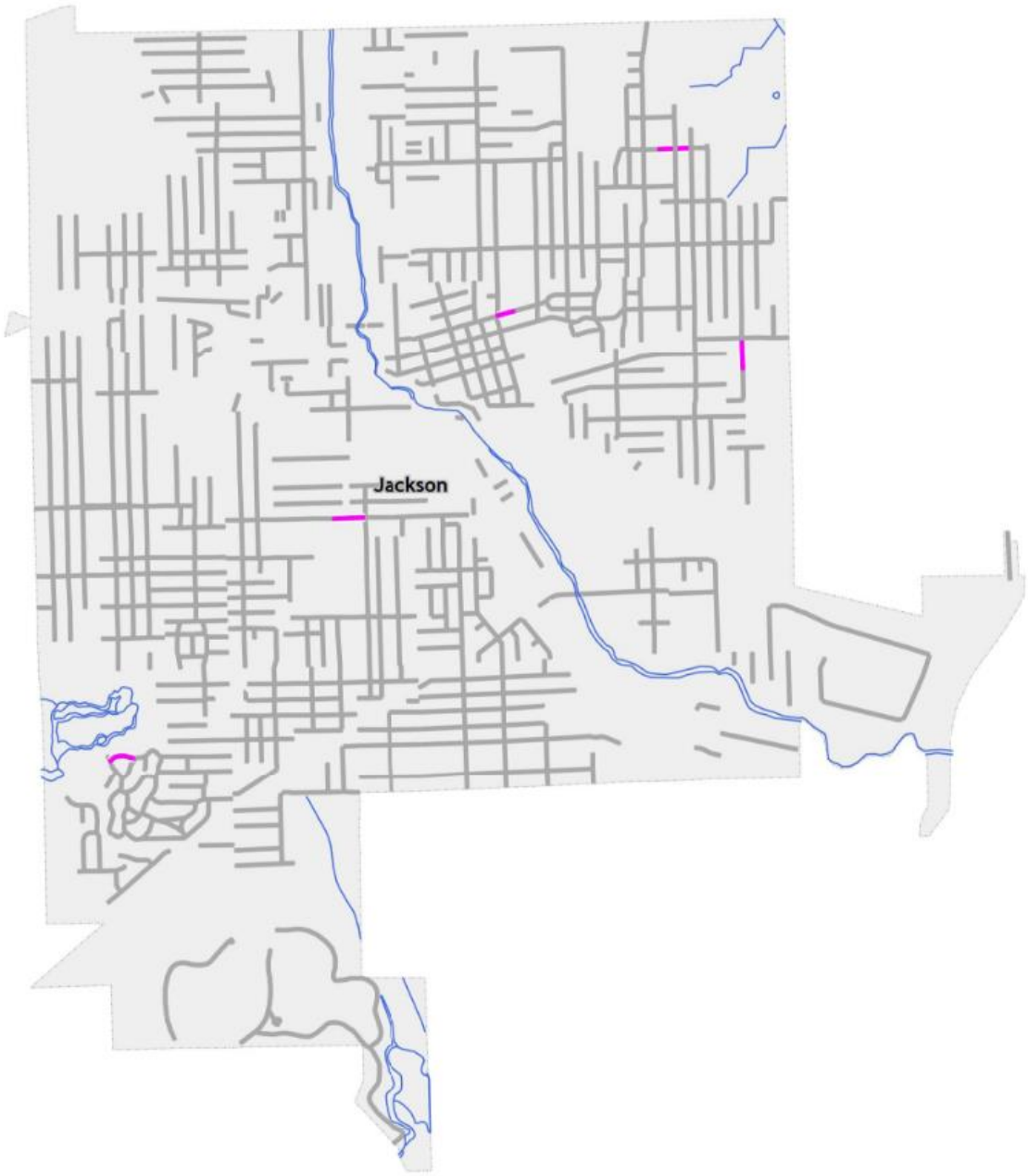


Figure 32: Map showing paved city local road projects planned for 2024 in pink.

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

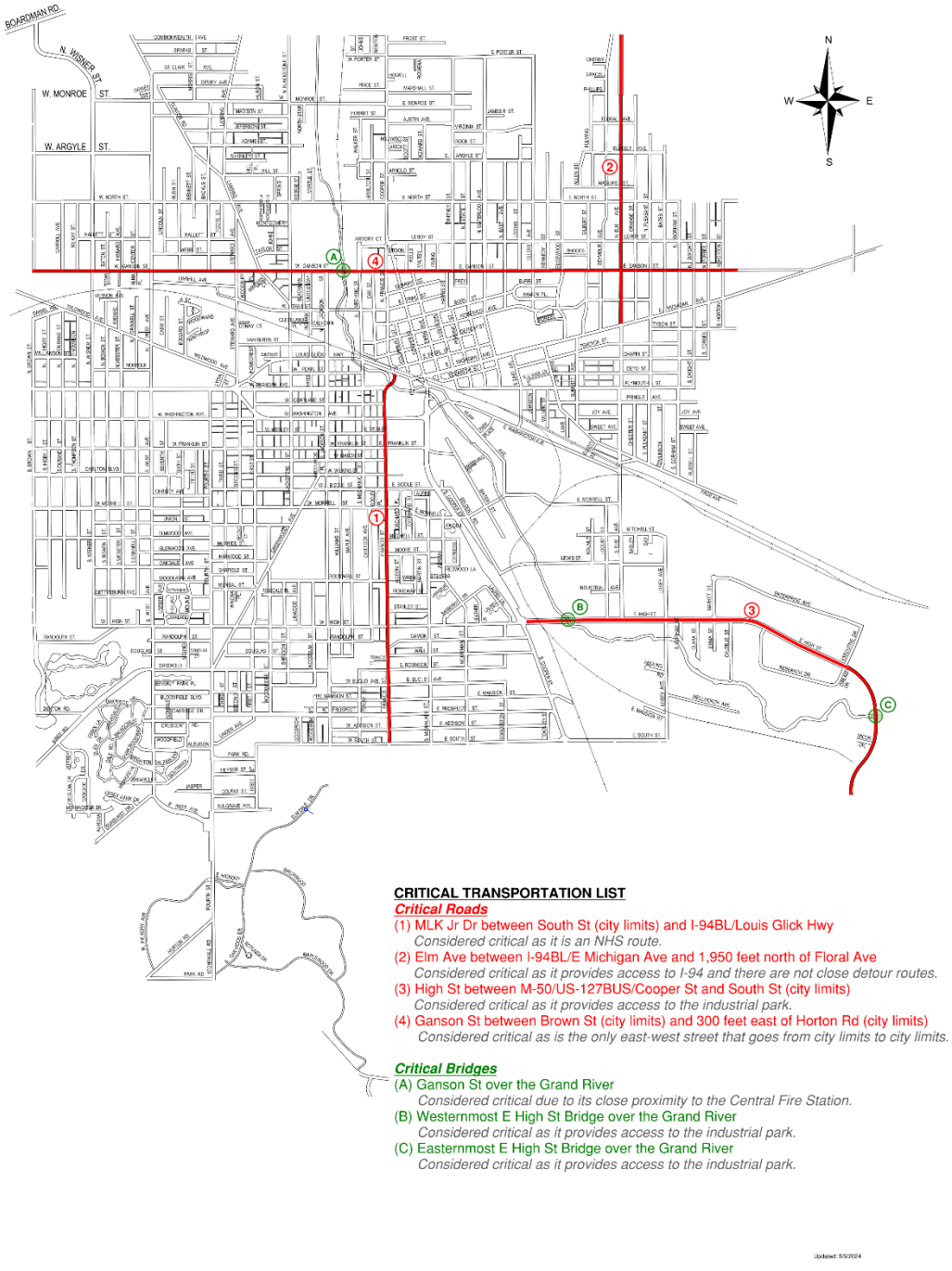


Figure 33: Key transportation links in COJ's road network

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.

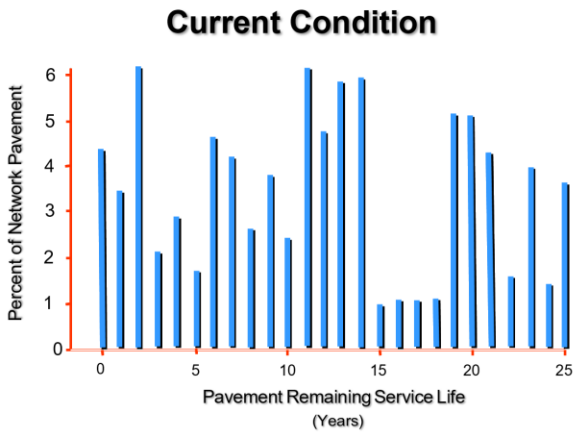


Figure 1 – Current Condition

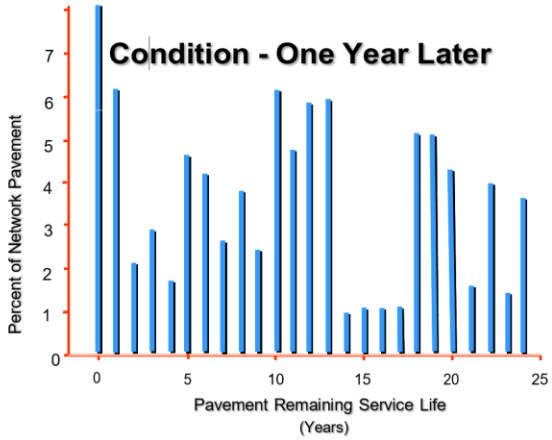


Figure 2 – Condition 1-Year Later

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

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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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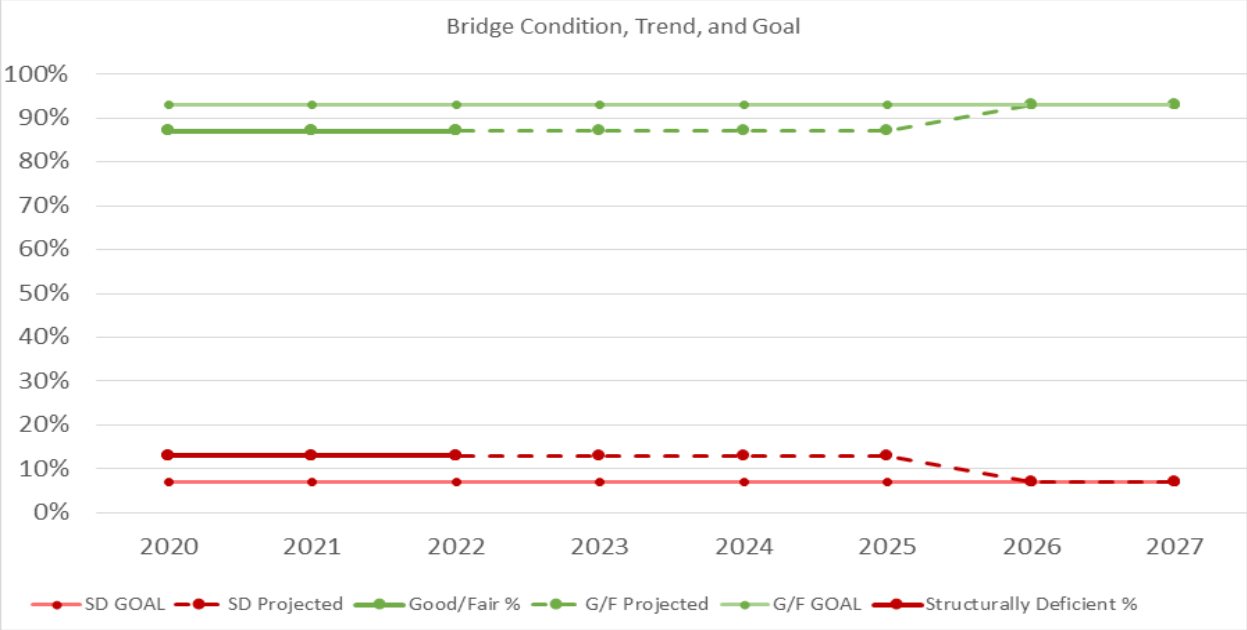
EXECUTIVE SUMMARY

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.

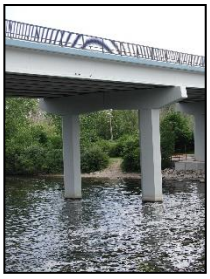


Figure 1: Girder bridge

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.

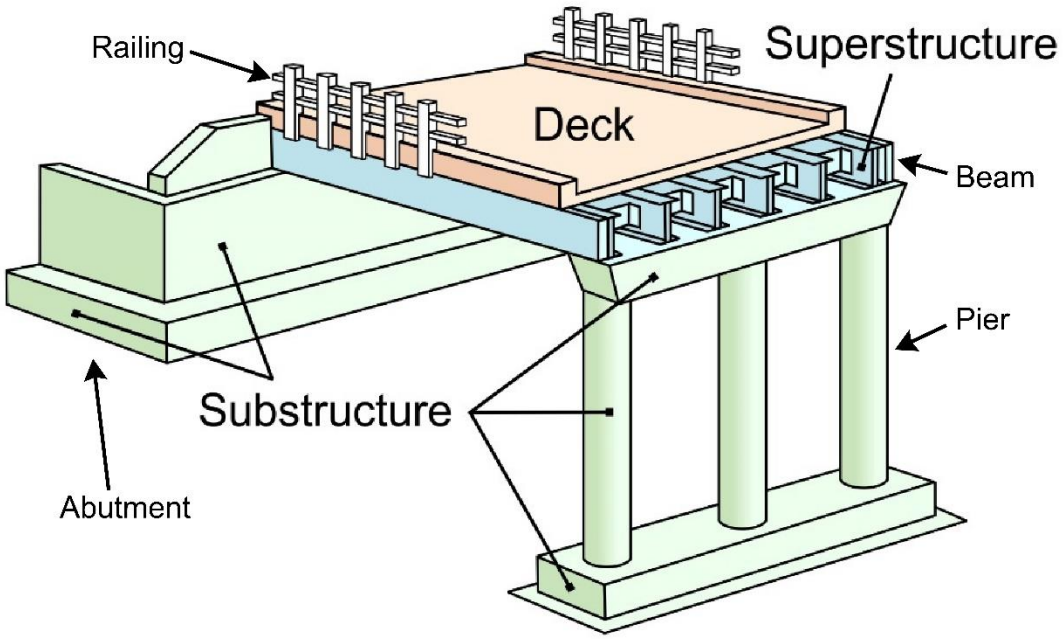


Figure 6: Diagram of basic elements of a bridge

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.

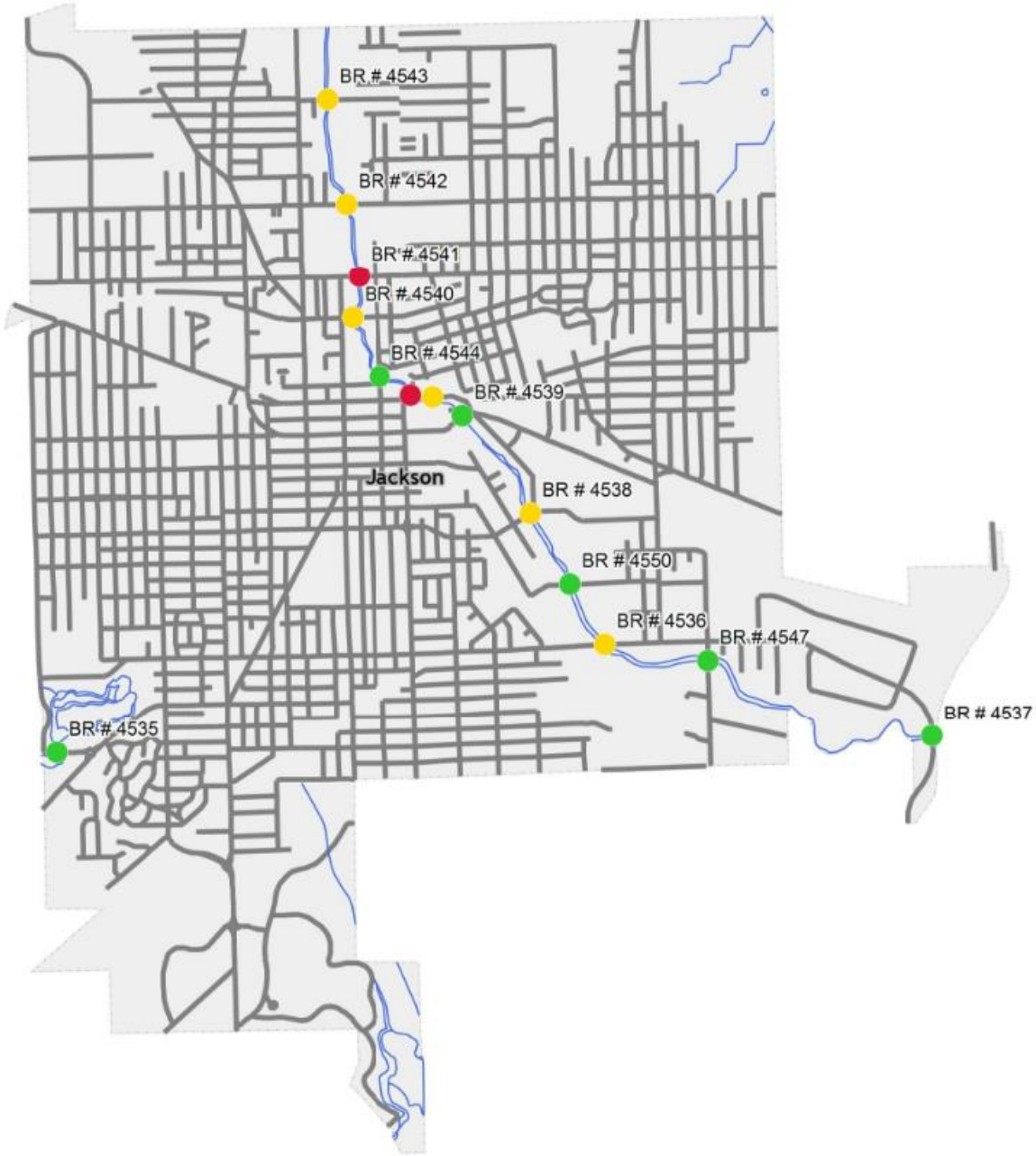


Figure 7: Map illustrating locations COJ's of bridge assets. Bridges in good condition are in green, fair condition in yellow and poor condition in red.

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] • *OR* Cost of rehabilitation exceeds cost of replacement [1] • *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] • *OR* Cost of superstructure and deck rehabilitation exceeds cost of replacement [1]	40 years [1]
Deck Replacement Epoxy Coated Steel Black Steel	• Use guidelines in MDOT's Bridge Deck Preservation Matrix [3] [4] • NBI rating of 4 or less for the deck surface and deck bottom [1] [2] • Deck bottom has more than 25% total area with deficiencies [1] • *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] • Has open vertical cracks, signs of differential settlement, or active movement [1] • Pontis rating of 3 or 5 for more than 30 percent of the substructure [1] [5] • *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] • *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] • *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] • *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] • *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] • NBI rating less than 5 for the railing with more than 30% total area having deficiencies [1] [2] • *OR* Pontis rating is 4 for railing [1] [5] • *OR* Safety improvement is needed [1]	
Culvert Repair/Replacement	• NBI rating of 4 or less for culvert or drainage outlet structure • *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] • NBI rating of 4 or 5 for deck bottom, and deck bottom has between 5% and 30% area with deficiencies [1] [2] • *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] • NBI deck bottom rating is 5 or 6, and deck bottom has less than 10% area with deficiencies [1] [2] • *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] • *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. • 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] • *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] • NBI rating of 4 or less for joints [1] [2] • *OR* Joint leaking heavily [1] • *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] • Pontis rating of 1, 2, or 3 for a frozen or deformed pin and hanger [1] [5] • *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] • *OR* During routine maintenance on beam ends or pins and hangers [1] • *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] • *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 • *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] • 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:
	  ○ Abutment spalling under bearings [1]
	  ○ Beam end contact [1]
	  ○ Closed expansion joints and/or pin and hangers [1]
	  ○ Damaged railing and deck fascia at joints [1]
	  ○ Cracking in deck at reference line (45 degree angle) [1]	

Guard Rail Repair/Replacement	• Guard rail missing or damaged [2*] • *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] • *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] • *OR* In response to inspector's work recommendation [1]	
Drainage System Clean-Out/Repair	• When drainage system is clogged with debris [1] • *OR* Drainage elements are broken, deteriorated, or damaged [1] • *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. • Less than 5% of paint area has failed in isolated areas [1] • *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] • *OR* Slope is degraded or sloughed • *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] • *OR* Vegetation is growing from joints or cracks [1] • *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. • *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] • NBI rating is 5 for joint [1] [2] • *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] • *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] • *OR* NBI rating of 5, 6, or 7 for deck surface, and deck surface has between 2% and 5% area with deficiencies [1] [2] • *OR* Unsealed cracks exist that are narrow and/or less than 1/8" wide and spaced more than 8' apart [1] • *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] • *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] • *OR* In response to inspector's work recommendation [1]	
HMA Surface Repair/Replacement	• HMA surface is in poor condition. • *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. • *OR* In response to inspector's work recommendation	
Timber Repair	• NBI rating of 4 or less for substructure for timber members • *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: [1] MDOT, *Project Scoping Manual*, MDOT, 2019. [2] MDOT, *MDOT NBI Rating Guidelines*, MDOT, 2017. [3] MDOT, *Bridge Deck Preservation Matrix - Decks with Uncoated "Black" Rebar*, MDOT, 2017. [4] MDOT, *Bridge Deck Preservation Matrix - Decks with Epoxy Coated Rebar*, 2017. [5] MDOT, *Pontis Bridge Inspection Manual*, MDOT, 2009. * 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
																		H	
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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							
										H		H			M		
										M							H
M															H		
												L			M		
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M					L					M					H		
										M					H		
						L				L					M		
										L							

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	3843450000458I01	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	3843450000648I01	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	3843450001558I01	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	3853450001098O1	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.

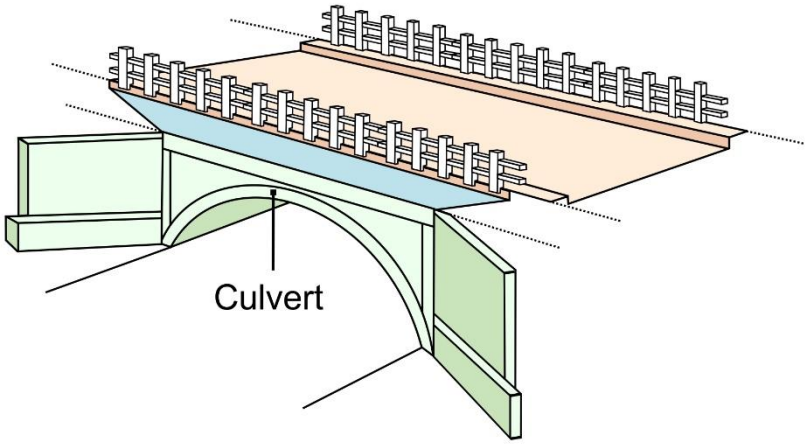


Figure C-1: Diagram of a culvert structure



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.

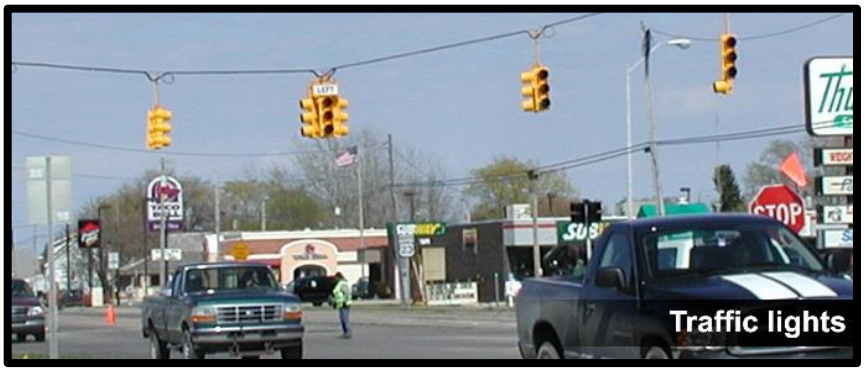


Figure D-1: Example of traffic signals

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: August 13, 2024

SUBJECT: Resolution for Street Administrator.

Recommendation:

Adopt a Resolution for Designation of Street Administrator.

Attached is a report Jon Dowling, City Engineer requesting adoption of a resolution to name the Street Administrator for the City.

I recommend adoption. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Adopt a Resolution for Designation of Street Administrator.

ISSUE STATEMENT

Section 13(9) of Act 51, Public Acts of 1951 states that each city in Michigan shall designate a Street Administrator.

DESCRIBE THE CONSEQUENCES

If the City does not designate a Street Administrator, it could have an impact on receiving Act 51 payments from the state of Michigan.

OWNERSHIP

Engineering is responsible for the street improvements, traffic operations, off-street parking facilities and street lighting. Maintenance of the streets is performed by the Department of Public Works.

SOLUTION

Engineering has prepared a resolution for designation of Street Administrator on MDOT Form 2012.

FACILITATE IMPLEMENTATION

Adopt a Resolution for Designation of Street Administrator.

ATTACHMENTS

1. Engineering Res for Str Adm att.

Michigan Department of Transportation
2012 (08/19)

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

Clear Form

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate Troy R. White, P.E.
161 W. Michigan Ave., Jackson, MI 49201 as the single Street Administrator for the City of
Jackson in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the 13th day of August, 2024

CITY or VILLAGE CLERK *(SIGNATURE)*	E-MAIL ADDRESS amuray@cityofjackson.org	DATE
STREET ADMINISTRATOR *(SIGNATURE)*	E-MAIL ADDRESS twhite@cityofjackson.org	DATE
ADDRESS OF CITY OR VILLAGE OFFICE 161 W. Michigan Ave.		P.O.BOX
CITY OR VILLAGE Jackson	ZIP CODE 49201	PHONE NUMBER (517) 788-4025

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Resolution for Revision to Limited English Proficiency (LEP) Plan – Title VI.

Recommendation:

Adopt a Resolution to approve the revised Limited English Proficiency Plan, Authorize the Mayor and City Manager to sign the Non-Discrimination Policy Statement, and Authorize the Mayor to sign the Title VI Assurances.

Attached is a report Jon Dowling, City Engineer requesting adoption of the resolution to approve revisions to the LEP Plan – Title VI as described.

I recommend adoption. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Adopt a Resolution to approve the revised Limited English Proficiency Plan, Authorize the Mayor and City Manager to sign the Non-Discrimination Policy Statement, and Authorize the Mayor to sign the Title VI Assurances.

ISSUE STATEMENT

The City Council adopted the Limited English Proficiency (LEP) Plan on October 8, 2013, under Title VI of the Civil Rights Act of 1964. Changes in City staff since 2013 necessitate a revision of the Plan.

DESCRIBE THE CONSEQUENCES

If the City does not adopt a revised LEP Plan, it would be in violation of Executive Order 13166 and could lose federal highway funding on city street projects.

OWNERSHIP

Engineering is responsible for obtaining federal highway funding for street projects.

SOLUTION

Engineering has revised the LEP Plan to reflect current staffing.

FACILITATE IMPLEMENTATION

Adopt a Resolution to approve the revised Limited English Proficiency Plan, Authorize the Mayor and City Manager to sign the Non-Discrimination Policy Statement, and Authorize the Mayor to sign the Title VI Assurances.

ATTACHMENTS

1. Resolution Title VI LEP 2024

2. Sub-recipient Title VI Plan 2024

A RESOLUTION OF THE
CITY OF JACKSON
ADOPTING THE
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how the City of Jackson will accommodate persons with Limited English Proficiency; and

WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter; and

WHEREAS, City staff has changed since October 2013 when City Council adopted the LEP Plan, necessitating a revised plan being adopted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson does approve and adopt the revised Title VI Non-Discrimination Plan for the City of Jackson.

Adopted the 13th day of August, 2024

_____

Andrea Muray
City Clerk

CITY OF JACKSON

TITLE VI
NON-DISCRIMINATION PLAN

161 West Michigan Avenue
Jackson, MI 49201
Phone: (517) 788-4160
Fax: (877) 509-5389
Website: www.cityofjackson.org

Title VI Coordinator:
Troy R. White, P.E., City Engineer
Phone: (517) 788-4160
Fax: (877) 509-5389
Email: twhite@cityofjackson.org

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A RESOLUTION OF THE
CITY OF JACKSON
ADOPTING THE
LIMITED ENGLISH PROFICIENCY (LEP) PLAN

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how the City of Jackson will accommodate persons with Limited English Proficiency; and

WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter; and

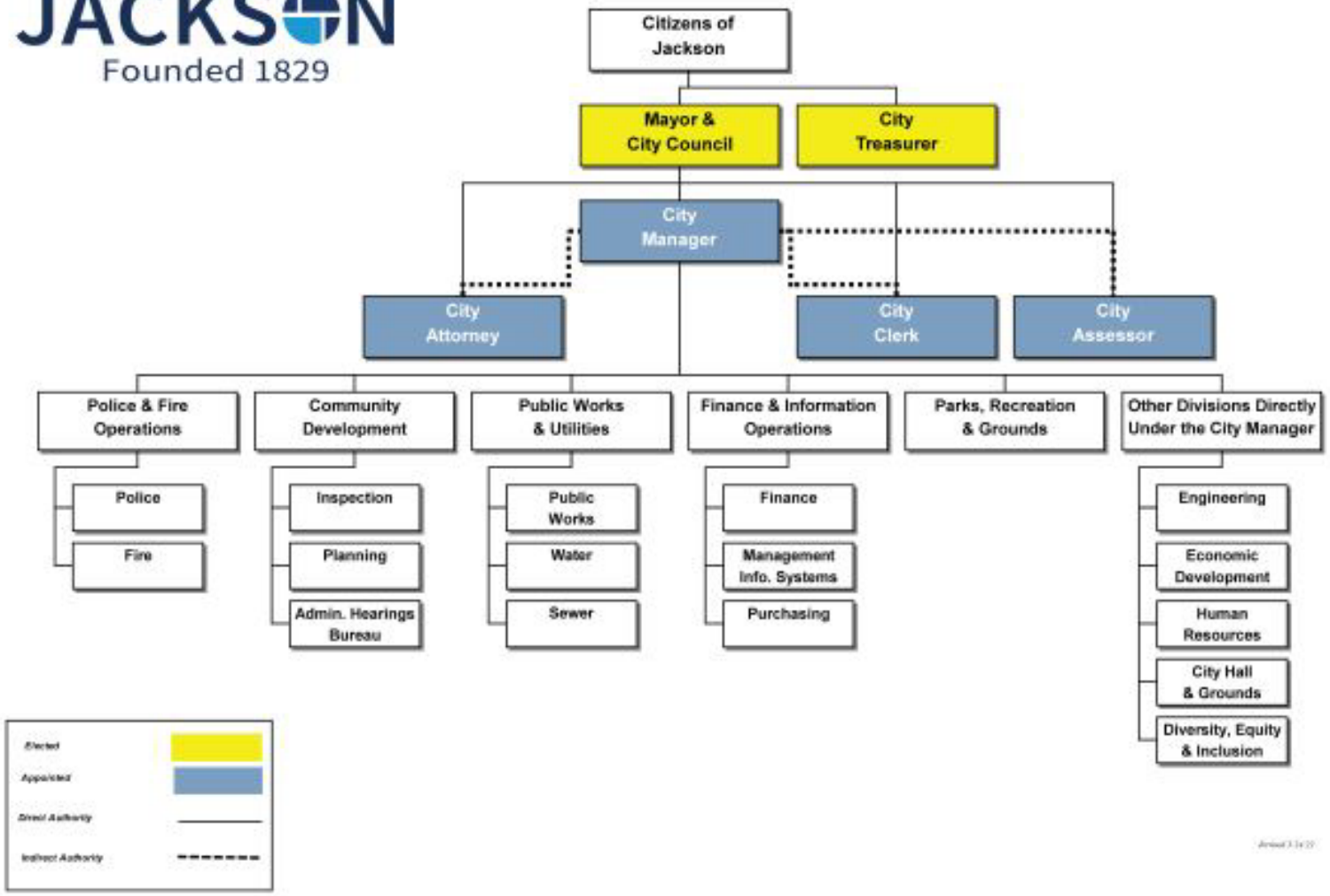
WHEREAS, City staff has changed since October 2013 when City Council adopted the LEP Plan, necessitating a revised plan being adopted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson does approve and adopt the revised Title VI Non-Discrimination Plan for the City of Jackson.

Adopted the _____ day of _____, 2024

_____
Andrea Muray
City Clerk

JACKSON
Founded 1829



INTRODUCTION

Jackson, Michigan was founded on July 3, 1829 on the banks of the Grand River. On February 14, 1857, the City was incorporated under the State of Michigan. The City was established to provide for the health, safety and welfare of the citizens of the City. The City serves all the people of the City of Jackson, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the City of Jackson. The City recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Jackson must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or

substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Jackson's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;

2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;

3. To prevent discrimination in the City of Jackson's programs and activities, whether those programs and activities are federally funded or not;

4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;

5. To establish procedures to annually review Title VI compliance within specific program areas within the City;

6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As the sub-recipient of federal transportation funds, the City of Jackson must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Jackson shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Jackson, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Jackson's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Jackson has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF JACKSON
NON-DISCRIMINATION POLICY STATEMENT

The City of Jackson reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;

2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;

3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;

4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;

5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;

6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;

7. Permit discriminatory activity in a facility built in whole or in part with federal funds;

8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;

9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;

10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;

11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Jackson will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Jackson designates Troy R. White, P.E., City Engineer, as the City's Title VI Coordinator. The City Engineer will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Jackson complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Jackson and Title VI may be directed to the City Engineer, 161 W. Michigan Ave., Jackson, MI 49201, (517) 788-4160, twhite@cityofjackson.org.

_____

Daniel Mahoney
Mayor

_____

Jonathan Greene
City Manager

CITY OF JACKSON
TITLE VI ASSURANCE

The City of Jackson (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

   "The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

CITY OF JACKSON

_____ _____

Daniel Mahoney, Mayor Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of "significant")

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person's businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see http://aspe.hhs.gov/poverty/).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

a. Black – A person having origins in any of the black racial groups of Africa;
b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; "White not of Hispanic origin", "Black not of Hispanic origin", "Hispanic", "Asian or Pacific Islander", "American Indian or Alaskan Native". Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

a. is predominantly borne by a minority population and/or a low-income population, or
b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

The City of Jackson designates Troy R. White, P.E., City Engineer as the Title VI Coordinator (hereinafter referred to as the "Title VI Coordinator"). Mr. White shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI

language in contracts and publishing the Title VI Plan on the main page of the City of Jackson's internet website, at www.cityofjackson.org.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY (LEP)

Introduction

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency[i], to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter[ii]. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

> "Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Jackson receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.[iii]

The Guidance implies that the City of Jackson is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.

4. The resources available to the City of Jackson and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at http://www.lep.gov.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to the City of Jackson services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2010 Data for the City of Jackson shows the total population of the City and a breakdown of the population based on race.

TABLE #1

	#	%
TOTAL	33,534	100.0
White	23,974	71.4
Black or African American	6,857	20.4
American Indian and Alaska Native	120	0.4
Asian	240	0.7
Hispanic or Latino	1,769	5.3
Native Hawaiian and other Pacific Islander	7	0.0
Some other race	534	1.6
Two or more races	1,829	5.5

As seen in Table #2, the Census 2007-2011 American Community Survey 5-Year Estimated Data for the City of Jackson shows no one age 14 and over speaks English only or speaks English less than very well.

TABLE #2
City of Jackson Michigan – American Fact Finder

LANGUAGE SPOKEN AT HOME	#	%
Population 5 years and over	31,004	
English only	29,640	95.6%
Language other than English	1,364	4.4%
Speak English less than "very well"	427	1.4%
Spanish	969	3.1%
Speak English less than "very well"	328	1.1%
Other Indo-European languages	355	1.1%
Speak English less than "very well"	95	0.3%
Asian and Pacific Islander languages	18	0.1%
Speak English less than "very well"	4	0.0%
Other languages	22	0.1%
Speak English less than "very well"	0	0.0%

Factor 2: Frequency of Contact with LEP Individuals

We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, regular City Council meetings are held the second and fourth Tuesday of each month except for July and August, when they meet only once per month, which would potentially bring LEP individuals to

these meetings. Given the small concentration of LEP individuals as displayed in Table #2 (above) the probability of our employees to encounter and LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Jackson serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to citizens of the City and individuals from outside of the city, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Although the LEP population in the city is small, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Jackson and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

> *"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."*

The City of Jackson serves very few LEP persons and has very limited resources; however it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing

meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Jackson's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Jackson to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:
Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that persons requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Jackson.

Options and Proposed Actions

Options:
Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.[iv]

The City of Jackson is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.[v]

Considering the relatively small size of the City of Jackson, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

What the City of Jackson will do. What actions will the City of Jackson take?

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the city's complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

  OFFICE ENCOUNTER

  1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.

2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT's *Translators Resource List.*

3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.

2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.

3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.

2. The Title VI Coordinator will contact an translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.

3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.

2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

The City of Jackson's Staff Training

The City of Jackson's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

LEP Plan Access

A copy of the LEP plan document can be requested at the City of Jackson's Engineering office during normal business hours and the City of Jackson will make the plan available on the website at www.cityofjackson.org. Any person or agency may also request a copy by contacting:

Troy R. White, P.E.
City Engineer
161 W. Michigan Ave.
(517) 788-4160
(877) 509-5389 fax
twhite@cityofjackson.org

[1] The executive order verbatim can be found online at http://www.usdoj.gov/crt/cor/Pubs/eolep.htm.
[1] Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)
[1] The DOT has also posted an abbreviated version of this guidance on their website at http://www.dotcr.ost.dot.gov/asp/lep.asp.
[1] http://www.dotcr.ost.dot.gov/asp/lep/asp
[1] Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and off setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

> Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?
> Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
> Question 3: Considering the overall public interest, is there a substantial need for the project?
> Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding City programs, activities, and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services; including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information

3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Jackson, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Jackson, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against a City of Jackson's sub-recipient should be investigated by the City following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of Troy R. White, P.E., City Engineer for review.
- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these

laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Troy R. White, P.E., City Engineer
City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4160
(877) 509-5389 fax
twhite@cityofjackson.org

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations**: The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF JACKSON
TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Jackson based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form, please contact Troy R. White, P.E., City Engineer, by phone at (517) 788-4160 or via e-mail at twhite@cityofjackson.org.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____(home) _____(work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____(home) _____(work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:
Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

____Race ____ Religion

____ Color ____ National Origin

____ Age ____ Sex

____Disability ____ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

_____

_____

_____

_____

_____

_____

_____

Signature: _____ Date: _____

Please return completed form to: Troy R. White, P.E., City Engineer, 161 W. Michigan Ave., Jackson, MI 49201, phone (517) 788-4160, fax (877) 509-5389, email twhite@cityofjackson.org.

Note: *The City of Jackson prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

"Significant" requires considerations of both context and intensity:

(a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.

(b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:

(1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

"Non-significant effect" means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public's value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of "significant" and "non-significant" effects will be made by the City Manager.

APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Jackson's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees.
2. The City of Jackson's Title VI Plan will be published on the main page of the City's website.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Jackson's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. All City of Jackson employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
    a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
    b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
    c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
    d. **LEP Needs:** The number of requests for language assistance that were requested or required and the outcome of these requests.
    e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
    f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
    g. **Right of Way/Imminent Domain:** The number of such actions and diversity of individual affected.
    h. **Program Participants:** Racial Data of program participants where possible.

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[i] The executive order verbatim can be found online at http://www.usdoj.gov/crt/cor/Pubs/eolep.htm.

[ii] Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

[iii] The DOT has also posted an abbreviated version of this guidance on their website at http://www.dotcr.ost.dot.gov/asp/lep.asp.

[iv] http://www.dotcr.ost.dot.gov/asp/lep/asp

[v] Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Resolution to contract with MDOT for State Trunkline maintenance 2024-2029.

Recommendation:

> Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the maintenance of State Trunklines from October 1, 2024 through September 30, 2029 and authorize the City Manager and City Engineer to sign the appropriate contract documents.

Attached is a resolution from Jon Dowling, City Engineer to approve the Michigan Department of Transportation Trunkline maintenance contract for the period of October 1, 2024 through September 30, 2029.

I recommend adoption of the resolution to approve the contract. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the maintenance of State Trunklines from October 1, 2024 through September 30, 2029 and authorize the City Manager and City Engineer to sign the appropriate contract documents.

ISSUE STATEMENT

The City has performed maintenance on the state trunkline streets within the City for many years. State trunkline streets are MDOT controlled streets that include Michigan Avenue, Glick Highway, Cooper Street, North West Avenue and a portion of Martin Luther King Jr Drive.

The trunkline maintenance is performed under a contract between MDOT and the City. City staff performs maintenance including plowing, salting, pavement patching and repairs and sign repairs on MDOT's trunkline streets. In exchange, MDOT reimburses the City for all costs associated this maintenance work.

Maintenance contracts are five years in duration and are renewed on a regular basis to ensure there is not a lapse in maintenance coverage. The current contract was approved by City Council on September 30, 2019 for the period of October 1, 2019 through September 30, 2024. As the current contract will expire shortly, the time to renew for the next five year period from October 1, 2024 through September 30, 2029 has arrived.

DESCRIBE THE CONSEQUENCES

• If the 2024-2029 contract with MDOT is approved, City staff will continue to perform trunkline maintenance at MDOT's cost.

• If the contract is not approved, MDOT will have to make other arrangements for trunkline maintenance which may result in a lower level of service that would impact motorists using the trunkline streets. Additionally, failure to approve the contract will have negative impacts on the City's budget as MDOT's reimbursements offset a portion of the City's staff and equipment costs.

OWNERSHIP

The City Engineer is the Street Administrator for the City of Jackson. As such, the City Engineer is the City's designated representative to receive direction from MDOT's Regional Engineer regarding the types and amount of maintenance to perform under this contract and the associated line items for budgeting and billing purposes.

SOLUTION

The attached resolution has been prepared for the approval of the contract with the Michigan Department of Transportation for State Trunkline maintenance by the City of Jackson for the period of October 1, 2024 through September 30, 2029.

FACILITATE IMPLEMENTATION

Adopt a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the maintenance of State Trunklines from October 1, 2024 through September 30, 2029 and authorize the City Manager and City Engineer to sign the appropriate contract documents.

ATTACHMENTS

1. Engineering Res MDOT Trunkline Mt 2024-2029 att

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City of Jackson provides maintenance for the Michigan Department of Transportation on State Trunklines; and

WHEREAS, the Michigan Department of Transportation has prepared a contract and forwarded it to the City of Jackson for approval; and

WHEREAS, this maintenance contract with the Michigan Department of Transportation is from October 1, 2024 through September 30, 2029.

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson agrees to provide maintenance for the Michigan Department of Transportation on State Trunklines; and

BE IT FURTHER RESOLVED that the City Council does approve the contract for maintenance as provided by the Michigan Department of Transportation; and

BE IT FINALLY RESOLVED that the City Council does authorize the City Manager and City Engineer 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 13th day of August, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of August, 2024.

_____
Daniel Mahoney, Mayor

_____
Andrea Muray, City Clerk

CONTRACT NO. 2024-0338
REGION: UNIVERSITY
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION

STATE TRUNKLINE MAINTENANCE CONTRACT

CITY OF JACKSON

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Jackson , a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest: and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.

1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.

3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.

4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.

5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:

1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be $1,000,000 each occurrence and $2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be $1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.

E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

MDOT Michigan Department of Transportation

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Troy R. White, P.E. as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Assistant City Manager. In the event

the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Michael Osborn or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the "Foremen", who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

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MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars ($10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

_X_ No, Firm Unit Price items will not be used.

____ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

A. **Subcontracts less than $25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

B. **Subcontracts $25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

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SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars ($250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of $100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.

B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.

C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

D. MDOT will reimburse the Municipality for the cost of MDOT**'**s share of the actual cost of Municipality owned or purchased energy.

E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.

F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:

1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count)**:
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.

H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.

I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to** MDOT's MLAP system.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

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MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

_0_ percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

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Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:

1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.

B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.

2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,

3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.

4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

   MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.

2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.

3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.

4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.

5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.

2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.

4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.

C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF JACKSON

BY: _____

TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: **W**ork tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The **exercise of** MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance
1440: Winter road patrol *(See winter maintenance patrol below)*
1490: Other winter maintenance *(Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends)*

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to $25,000	11.00	.50	11.50
$25,001 to $50,000	10.25	.50	10.75
$50,001 to $75,000	9.50	.50	10.00
$75,001 to $100,000	8.75	.50	9.25
$100,001 and over	8.00	.50	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a $500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to $250,000 or more for initial contracts and $125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to $500,000 or more for the initial contract and $500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.

2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is $500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be $500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.

3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.

4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of $500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total $500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total $500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is $500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of $250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED
State
Administrative Board

4-25-17 Lori M. Cousin

APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is $500,000 or greater.

Amendments

<table>
<tr><th>Subcontract Requirements:</th><th>Amendment Amount</th><th>State Administrative Board (SAB) Approval Requirements:</th></tr>
<tr><td rowspan="2">Region Engineer approval required prior to start of work.
Form 426 must be signed by the Region Engineer.
Documentation of amendment is required by the Municipality.
Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.</td><td>$499,999 or less</td><td>Not required

Note: Emergency contracts $250,000 or greater require SAB approval.</td></tr>
<tr><td>$500,000 or greater</td><td>Required prior to the start of work.

Note: When the sum of the contract and all amendments total $500,000 or greater, SAB approval is required.</td></tr>
</table>

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

January 30, 2024

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2024

_____
Name, Title

APPROVED BY:

_____ Date _____
Region Engineer
Michigan Department of Transportation

Michigan Department
of Transportation
0572 (03/2024)

MUNICIPALITY FIRM UNIT PRICES

Clear Form

MUNICIPALITY NAME	EFFECTIVE DATE

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): _____

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): _____

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): _____

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form
Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH)	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM)
ft	ft

SNOW HAULING RATE (SHR): SHR = ADTM / WSH %

SHR: _____ / _____ = _____%

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

Back to Form

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet
ADTM: 36 feet

Snow Hauling Rate: 36 feet (ADTM) / 66 feet (WSH) = 55%

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Contract Award – E. Michigan Ave. Maintenance Paving.

Recommendation:

Approve the Contract Award for maintenance paving on I-94BR Michigan Avenue from Dwight Street to the east City Limits to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $87,421.08 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

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

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: August 13, 2024

RECOMMENDATION: Approve the Contract Award for maintenance paving on I-94BR Michigan Avenue from Dwight Street to the east City Limits to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $87,421.08 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

ISSUE STATEMENT

On July 25, 2024, bids were received and opened for a maintenance project to mill and overlay the pavement surface on the outside lanes on East Michigan Avenue between Dwight Street and the east City Limits. This project was prepared in conjunction with the local Michigan Department of Transportation (MDOT) Operations Engineer to utilize state maintenance funds to improve the surface and extend the service life of pavement on the subject street segment. MDOT staff will administer the contract and MDOT maintenance funds will reimburse the total cost for this maintenance work.

DESCRIBE THE CONSEQUENCES

If the contract is not awarded, the maintenance work will not be performed and the pavement surface on East Michigan Avenue between Dwight Street and east City Limits will continue to deteriorate.

The Engineer's Estimate for this project is $91,869.00. Bids are as follows:

Company	Bid
Bailey Excavating, Inc., Jackson, MI	$87,421.08
Michigan Paving and Materials Co., Jackson, MI	$89,965.50

This project will be paid for using Major Street Funds which will be reimbursed by MDOT Maintenance Funds.

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

following components:

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

Company	A	B	C	D	E	Total
Bailey Excavating, Inc.	25	25	23	15	10	98
Michigan Paving and Materials Co.	21	25	23	15	10	94

OWNERSHIP

Engineering is responsible for the administration of the contract for the City to provide MDOT funded maintenance services on State Trunkline streets. As such, Engineering staff worked with the local MDOT Operations Engineer to develop and let the subject project for Trunkline Street maintenance on East Michigan Avenue between Dwight Street and Roberts Street.

SOLUTION

To have the maintenance work performed it is the request of Engineering is concurrence with the Purchasing Agent that this contract be awarded to Bailey Excavating, Inc.

FACILITATE IMPLEMENTATION

Approve the Contract Award for maintenance paving on I-94BR Michigan Avenue from Dwight Street to the east City Limits to Bailey Excavating, Inc. of Jackson, Michigan at a cost of $87,421.08 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.

ATTACHMENTS

1. Engineering Contr Award E Mich Ave Maint Paving ATT

BID SHEET

DATE:

PROPOSAL FOR:

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	1100001	Mobilization, Max $8,400.00	LSUM	1.00	8,400.00	8,400.00
2	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	6.00	125.00	750.00
3	4030005	Dr Structure Cover, Adj, Case 1	Ea	4.00	1,250.00	5,000.00
4	5010001	Pavt, Cleaning	LSUM	1.00	5,000.00	5,000.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
5	5010002	Cold Milling HMA Surface	Syd	1,800.00	6.80	12,240.00
6	5012037	HMA, 5EML	Ton	223.66	182.00	40,706.12
7	8110110	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	Ft	48.00	22.00	1,056.00
8	8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	24.00	44.00	1,056.00
9	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	12.00	52.36	628.32
10	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	12.00	.77	9.24
11	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50.00	11.86	593.00
12	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50.00	.15	7.50
13	8120140	Lighted Arrow, Type C, Furn	Ea	2.00	308.00	616.00
14	8120141	Lighted Arrow, Type C, Oper	Ea	2.00	15.40	30.80
15	8120170	Minor Traf Devices	LSUM	1.00	5,000.00	5,000.00
16	8120252	Plastic Drum, Fluorescent, Furn	Ea	10.00	18.48	184.80
17	8120253	Plastic Drum, Fluorescent, Oper	Ea	10.00	.15	1.50
18	8120330	Sign, Portable, Changeable Message, Furn	Ea	2.00	1,078.00	2,156.00
19	8120331	Sign, Portable, Changeable Message, Oper	Ea	2.00	15.40	30.80
20	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	500.00	4.35	2,175.00
21	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	500.00	.06	30.00
22	8122004	Pavt Mrkg, Wet Reflective, Type NR, Paint, 6 inch, White, Temp	Ft	350.00	5.00	1,750.00
					TOTAL	$87,421.08

TOTAL BID WRITTEN OUT:

Eighty Seven Thousand Four Hundred Twenty One Dollars and Eight Cents

Submitted Bid:	$87,421.08

CONTRACT COMPLIANCE

DATE: June 21, 2024

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

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

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

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

Dated: July 255, 2024

By: Dave Thompson
(Bidder's Name)

By: Dave Thompson
(Signature)

By: Manager / Estimator
(Title)

1073 Toro Drive
Address

Jackson
City

Michigan 49201
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: Dave Thompson-Bailey Excavating, Inc.

ADDRESS: 1073 Toro Dr.
Jackson, MI 49201

SIGNED BY: Dave Thompson

TITLE: Manager/Estimator

DATE: July 25, 2024

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: July 25, 2024

By: Dave Thompson
(Bidder's Name)

By: Dave Thompson
(Signature)

By: Manager/Estimator
(Title)

1073 Toro Dr.
Address

Jackson
City

MI 49201
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Jackson)

Dave Thompson, being first duly sworn, deposed and says that:

1. He is Manager/Estimator of, Bailey Excavating, Inc. the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: July 25, 2024

By: Bailey Excavating, Inc.
(Company)

By: Dave Thompson Manager
(Title)

Subscribed and sworn to before me, a Notary Public, this 25th day of July, 2024.

Rhonda L. Blair

RHONDA L. BLAIR
Notary Public-State of Michigan
County of Jackson
My Commission Expires March 1, 2026
Acting in the County of Jackson

Notary Public, Jackson County,
My commission expires: March 1, 2026

P 17 of 32

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Extreme Milling & Pulverizing	Cold Milling	Lansing, MI
Spartan Barricade & Traffic	Barricade & Signs	Mason, MI
P.K. Contracting	Pavement Marking	Troy, MI

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

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

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

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

Dated July 25, 2024

Dave Thompson
Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Dave Thompson	Bailey Excavating, Inc.
Telephone 517-750-3030	Email Address davethompson@bailey-excavating.com

Contract or matter pending with the City:

_____

_____

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

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

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

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

Property address: _____

Property interest: _____

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

---

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution:

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

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☑ None of the above apply.

Dated:

Jane Sharp
Signature

Subscribed and sworn to before me, a Notary Public, this 25th day of July, 2024.

Rhonda L. Blair

Notary Public, Jackson County,
My commission expires: March 1, 2026

RHONDA L. BLAIR
Notary Public-State of Michigan
County of Jackson
My Commission Expires March 1, 2026
Acting in the County of Jackson

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Dave Thompson-Manager/Estimator

Name and Title of Authorized Representative

Bailey Excavating, Inc.

Name of Participant Agency or Firm

Dave Thompson 7/25/24

Signature of Authorized Representative Date

☐ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Bailey Excavating, Inc.
2. Established: Year 1973 Number of Employees 45
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☑ Other ☐
4. Former name(s) if any, and year(s) in business

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

5.1 Company Name: Bailey Excavating, Inc.
Address: 161 W. Michigan Ave, Jackson, MI 49201
Phone: 517-768-6075
Contact: Troy White
Type of Work: ENG23-03 Streets -HMA Patching
Budget: $210,595.84

5.2 Company Name: MDOT#207185-City of Jackson
Address: 161 W. Michigan Ave, Jackson, MI 49201
Phone:
Contact: Coleen Head-Spalding Decker Eng
Type of Work: Wildwood Ave -Resurfacing
Budget: $560,567.80

5.3 Company Name: NW Community Schools
Address: Lansing Ave-Jackson, MI
Phone: 517-817-4723
Contact: Mick Evans
Type of Work: HMA Paving & Patching
Budget: $281,159.00

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

Signed Dave Thompson Name Dave Thompson
Title Manager/Estimator Date July 25, 2024

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Bailey Excavating, Inc
1073 Toro Dr.
Jackson, MI 49201

SURETY:
(Name, legal status and principal place of business)

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

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

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

OWNER:
(Name, legal status and address)

City of Jackson

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

PROJECT: 24-10 I-94BR (Michigan Ave) Maintenance - Dwight to Roberts / 0 133 Miles-Cold Milling, Single Course HMA Paving Patch Failing Pavement
(Name, location or address, and Project number, if any)

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of July , 2024

Rhonda M. Denny
(Witness)

Lauren Haag
(Witness) Lauren Haag

Bailey Excavating, Inc
(Principal) Rhonda K. Blair *(Seal)*
(Title)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*
(Title) James N. Slear, Attorney-in-Fact

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081110

TRAVELERS

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

POWER OF ATTORNEY

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

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

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

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

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **25th** day of **July**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

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

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

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

CRITERIA 1:	
COMPANY NAME:	Bailey Excavating, Inc.
ADDRESS:	1073 Toro Drive
CITY, STATE, ZIP:	Jackson, MI 49201
TELEPHONE:	517-750-3030
OFFICERS:	
President: John W. Bailey	Email Address: jbailey@bailey-excavating.com
Vice President: Mark Magner-Jacob Bailey	Email Address: markmagner@bailey-excavating.com
Secretary: Jacob W. Bailey	Email Address: jacobbailey@bailey-excavting.com
Treasurer: Jordan W. Bailey	Email Address: jordanbailey@bailey-excavating.com
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 51	
PARENT COMPANY NAME:	NA
STREET ADDRESS:	-
CITY, STATE, ZIP CODE:	-
UNDER CURRENT MANAGEMENT SINCE (DATE):	1973

CRITERIA 3:

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

Michigan #80013171
DEQ-Storm Water Management #C-09894
Jackson County Sewage System Installer #344

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

Operators-JATF #MI015780065
Michgan Laborers-JAC #MI007970001
MDOT OJT
Asbestos Training
Hazmat Training
CPR/First Aid Training
AED Training

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

It is confirmed that all subcontractors, employees and other individuals will maintain current applicable licenses require by law.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

Bidder is in compliance with all applicable State and Federal Laws.

EGLE
Water Resources Division
Michigan Department of Environment, Great Lakes, and Energy
PO Box 30458
Lansing, Michigan 48909-7958

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING

GRETCHEN WHITMER
GOVERNOR

PHILLIP D. ROOS
DIRECTOR

Mark E. Magner
1446 Ambs Drive
Jackson, MI 49201

March 14, 2024

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

Your replacement certificate is printed at the bottom of this page. Your certificate number is **C-09894**. This certification will remain valid until July 1, 2029. Please keep this certificate on file as your record of certification.

A certified operator who changes his/her address must notify the Operator Training and Certification Unit within 30 days of the change. Please contact **EGLE-WRD-OpCert@Michigan.gov** report address changes.

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

This is to certify that

Mark E. Magner

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

STORM WATER MANAGEMENT – CONSTRUCTION SITE

A-1j

CERTIFICATE NO. C- **09894** EXPIRES JULY 1, 2029

Issued by the Director of the Department of Environment, Great Lakes, and Energy
Under Authority of Act 451 P.A. 1994, Part 31 as amended

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

Filed by Corporations Division Administrator Filing Number: 224766206690 Date: 01/26/2024

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL REPORT

for

BAILEY EXCAVATING, INC.

ID Number: 800131710

received by electronic transmission on January 26, 2024 ***, is hereby endorsed.***

Filed on January 26, 2024 ***, by the Administrator.***

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

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26th day of January, 2024.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Jackson County Health Department

Sewage System Installer License

Bailey Excavating

License #344

Valid for Calendar Year

2024

Jackson County Health Department

Jackson County Health Department

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

Approved By:

Don Hayduk, RS, MS, PEM
Environmental Health Director

Date:
December 13, 2023

Certificate of Training

This Certifies That

Mark E. Magner

has completed 8-hours of Asbestos Awareness Training for Class II Asbestos Work Involving Cementitious Asbestos Pipe in accordance with
OSHA's Asbestos Standard for Construction
29 CFR 1926.1101

presented by:
SOIL AND MATERIALS ENGINEERS, INC.



April 15, 2004
Course Date

Mark A. Halloway, OHST

CERTIFICATE Of COMPLETION

MISS DIG 811

Mark Magner

is recognized for their successful completion of

MISS DIG 811 Certification

PRESENTED BY: Gwen Knowles

Gwen Knowles, Education and Training Manager

ON THIS DAY: September 7, 2017

HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

JACOB W BAILEY

for successful completion of

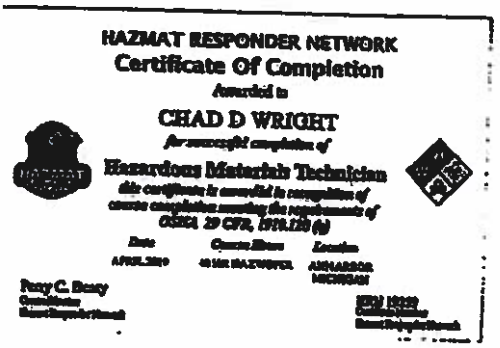
Hazardous Materials Technician

this certificate is awarded in recognition of course completion meeting the requirements of OSHA 29 CFR, 1910.120 (q)

Date	*Course Hours*	*Location*
APRIL 2019	40 HR HAZWOPER	ANN ARBOR MICHIGAN

Perry C. Beaty
Course Director
Hazmat Responder Network

HRN 19362
Certificate Number
Hazmat Responder Network



HAZMAT RESPONDER NETWORK

Certificate Of Completion

Awarded to

CHAD D WRIGHT

For successful completion of

Hazardous Materials Technician

this certificate is awarded in recognition of course completion meeting the requirements of OSHA 29 CFR, 1910.120 (q)

Date APRIL 2009 | Course Hours 40 HR HAZWOPER | Location ANN ARBOR MICHIGAN

Perry C. Beaty

Certificate Number

MEDIC [redacted] First Aid

Class Roster

BasicPlus CPR, AED, and First Aid for Adults

Primary Instructor **Dean Fuerst #1014719**

Class Date(s) 5/12/23 Location Bailey Excavating Time 8:00am

	First Name	Last Name	Email	Telephone	Written Exam (pass 72%)	Remediation Given	Completed
1	RAYmond	PANKHURST				☐	Y ☑ N ☐
2	Joseph	Kemplin				☐	Y ☑ N ☐
3	Mike CRABTREE	CRABTREE				☐	Y ☑ N ☐
4	~~[redacted]~~	~~[redacted]~~				☐	Y ☐ N ☐
5	Steve	Bliss				☐	Y ☑ N ☐
6	Chad	Wright				☐	Y ☑ N ☐
7	Steve	Legg				☐	Y ☑ N ☐
8	Tyler	Darnell				☐	Y ☑ N ☐
9	Conner	Peters				☐	Y ☑ N ☐
10	Yenguier	Jorge				☐	Y ☑ N ☐
11	Fred	Carpenter				☐	Y ☑ N ☐
12	Matt	Sherman				☐	Y ☑ N ☐
13	Billy	Davis				☐	Y ☑ N ☐
14	Jordan	Bailey				☐	Y ☑ N ☐
15						☐	Y ☐ N ☐
16						☐	Y ☐ N ☐
17						☐	Y ☐ N ☐
18						☐	Y ☐ N ☐
19						☐	Y ☐ N ☐
20						☐	Y ☐ N ☐



Joseph Bonner

has demonstrated achievement of the required knowledge and hands-on skills evaluation(s) according to the certification requirements of the training program indicated below.

☑ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT

Card is valid if more than one box is checked / Check boxes reflect CPR AED options

ADULT FIRST AID | CPR AED

Dean Fuerst

Authorized Instructor (Print Name)

1014719

Registry No.

04/26/24 — Class Completion Date

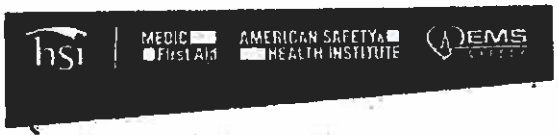
04/26/26 — Expiration Date

248-926-8660 — Training Center Phone No

QUA 483 — Training Center I.D

This Adult First Aid | CPR AED training program conforms with the 2020 American Heart Association (AHA) Guidelines Update for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care and the 2020 AHA and American Red Cross Focused Update for First Aid. This training program was not designed to meet pediatric first aid training requirements and should not be used for that purpose

Expiration date may not exceed two years from month of class completion.



Christopher Edwards

has demonstrated achievement of the required knowledge and hands-on skills evaluation(s) according to the certification requirements of the training program indicated below.

☑ ADULT ☐ ADULT/CHILD/INFANT ☐ ADULT/CHILD ☐ ADULT/INFANT

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ADULT FIRST AID | CPR AED

Dean Fuerst

Authorized Instructor (Print Name)

1014719

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Jeffrey Fairchild

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Mike Havens

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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hsi | MEDIC First Aid | AMERICAN SAFETY & HEALTH INSTITUTE | EMS

Mark Magner

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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[illegible]

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Tristin Stierley

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Kirk Swart

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Victore VanHorn SR

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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GARY WEBB

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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MEDIC [redacted] First Aid

Class Roster

BasicPlus CPR, AED, and First Aid for Adults

Primary Instructor **Dean Fuerst #1014719**

Class Date(s) 04/26/24 Location Bailey Excavating Time 8:00 am

	First Name	Last Name	Email	Telephone	Written Exam (pass 72%)	Remediation Given	Completed
1	Tristin [redacted]	Stiefel	175tiet@gmail.com	5175218718		☐	Y ☑ N ☐
2	Gary	Webb	chaotoolcamaro9@icloud.com	517 803 8151		☐	Y ☑ N ☐
3	Mike	Hawkins		517-748-0459		☐	Y ☑ N ☐
4	Christopher	Eckerlls	CHRIS.ECKERLLS86@[redacted]	[redacted]		☐	Y ☑ N ☐
5	Steven	Seymour	oohardhat1930@gmail.com	517-775-8406 (517) 262-5745		☐	Y ☑ N ☐
6	Kirk	Swartz	KirkSwartz1@Gmail.com	517-712-9529		☐	Y ☑ N ☐
7	Joseph	Bonner	JmBKmB2008@gmail.com	517-414-4139		☐	Y ☑ N ☐
8	Victor	VAnHorn SR	Vvanhorn14@g.mail.com	517-962-1469		☐	Y ☑ N ☐
9	Jeffrey	Fairchild	Jeffreyfairchild26@yahoo.com	517-999-0197		☐	Y ☑ N ☐
10						☐	Y ☐ N ☐
11						☐	Y ☐ N ☐
12						☐	Y ☐ N ☐
13						☐	Y ☐ N ☐
14						☐	Y ☐ N ☐
15						☐	Y ☐ N ☐
16						☐	Y ☐ N ☐
17						☐	Y ☐ N ☐
18						☐	Y ☐ N ☐
19						☐	Y ☐ N ☐
20						☐	Y ☐ N ☐

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Steve Bliss

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Dean Fuerst

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Fred Carpenter

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below

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Mike CRABTREE

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Tyler Dalnell

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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William Davis

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Yenquier R Jorge

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Joseph Kemplin

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Steve Lozano

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Raymond Pankhurst

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Conner Peters

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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Matt Sherman

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

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CHAD WRIGHT

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248-926-8660 — Training Center Phone No

QUA 483 — Training Center I.D.

This Adult First Aid | CPR AED training program conforms with the 2020 American Heart Association (AHA) Guidelines Update for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care and the 2020 AHA and American Red Cross Focused Update for First Aid. This training program was not designed to meet pediatric first aid training requirements and should not be used for that purpose.

Expiration date may not exceed two years from month of class completion.

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

_____ NONE

See Attached-Dismissed from complaint

CRITERIA 9:

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

_____ NONE

See Attached

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

BRADLEY C. WIEFERICH, P.E.
Director

January 18, 2024

Bailey Excavating, Inc.
1073 Toro Dr
Jackson MI 49201-1095

Vendor ID: 00777

Dear Contractor:

Thank you for your interest in doing business with the Michigan Department of Transportation (MDOT) as a prequalified construction contractor. This is to inform you that the application submitted for prequalification by **Bailey Excavating, Inc. has been approved.**

In accordance with our Administrative Rules, an **overall financial rating of $16,051,000.00** has been established which covers numerical ratings in the classifications(s) listed below:

3000	($3,000,000.00)	Cb	Hot Mix Asphalt/Bituminous Paving
16051	($16,051,000.00)	Ea	Grading, Drainage Structures & Agg. Cons
200	($200,000.00)	G	Building Moving And Demolition
500	($500,000.00)	I	Sodding And Seeding/Turf Establishment
3000	($3,000,000.00)	J	Concrete C, C&G, Driveways, Sidewalks
16051	($16,051,000.00)	K	Sewers and Watermains
16051	($16,051,000.00)	N2	Clearing & Grubbing

This prequalification rating is effective until September 30, 2024; a renewal application must be submitted by this date to prevent removal of prequalification.

If the assigned rating is not satisfactory, the Prequalification Committee must be notified in writing within 15 days of having been advised of the rating granted. MDOT may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in its opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

If you have any questions or need additional information, please use the following contacts:

Construction Prequalification: MDOTPrequal@michigan.gov , Prequalification Website
Bid Letting (electronic bidding process): MDOT-BidLetting@michigan.gov , Bid Letting Website

Congratulations on your status as an MDOT Construction Prequalified Contractor. MDOT's Construction Prequalification team looks forward to working with you!

Lawrence F. Strzalka
Construction Contracts Section Manager
Contract Services Division

Contractor's Performance Evaluation

MDOT
Michigan Department of Transportation

2/15/2024 1:05 PM
FieldManager 5.3c

Contract: 38000-207185, Hot mix asphalt cold milling and resurfacing, concrete sidew

Report Period	CPE Number	Contractor	
6/21/2023 - 1/17/2024	2	Bailey Excavating, Inc.	
CPE Date	**Report Type**	**Contractor Type**	**Subcontract Amount**
2/15/2024	Interim	Prime	
Form Version	**Route**	**District**	**Business Enterprise Type**
082307		06022	
Location		**Work Type**	
Wildwood Avenue from West Avenue to Steward Avenue.		Resurfacing	
Evaluator	**Current Contract Amount**	**Managing Office**	
BQ, Brian Quach	$551,640.65	Spalding DeDecker	
Entered By		**Revised By**	**Revision Date** / **Rev. No.**
CH, Coleen Head			
County(s)			
Jackson County			

Project(s)
207185A, Hot mix asphalt cold milling and resurfacing, concrete sidew
216822A, Hot mix asphalt cold milling and resurfacing, concrete sidew

Comments
Interim CPE

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

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	10	Management personnel are always available and given authority to execute the directions of the Engineer.
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	9	Contractor was punctual in starting project and meeting contract dates. Contractor informs Engineer of his schedule and provides updates to the schedule as required by the contract.

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

	Rating	Rating Remarks
A. Organization and Management		
3. To what degree does the Contractor furnish required documentation and reports in a timely manner? This includes, but is not limited to, certification of materials, delivery tickets, invoices, progress schedule, shop drawings, material sampling, requests for extensions of time, contractor staking and Contractor Quality Assurance/Quality Control (QA/QC) plans and documentation.	8	Contractor furnishes paperwork and documentation upon request by Engineers.
4. To what degree does the Contractor comply with the direction of the Engineer and follow the project authority as detailed in Division 1 of the Standard Specifications for Construction?	10	Contractor complies with direction of the Engineer.
5. To what degree does the Contractor comply timely with all appropriate wage rates, labor, EEO, and D.B.E. laws and regulations, submit accurate certified payrolls and promptly pay all subcontractors?	10	Contractor always complies MDOT contract specifications relating to labor standards/ wage rate compliance.
B. Resources		
6. To what degree does the Contractor have adequate and sufficient equipment to keep the project on schedule? Does the equipment meet the requirements of the specifications and efficiently provide a quality product?	10	Contractor has sufficient equipment to complete project ahead of schedule. The equipment meets requirements of the specifications.
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	10	Contractor has sufficient and competent personnel to keep project on schedule.
C. Work Performance		
8. To what degree does the Contractor have good safety practices? Does the Contractor follow their own safety program?	10	Contractor has and adheres to their safety programs.
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	10	Contractor continually monitors and meets traffic control requirements for maintaining traffic.
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	9	Contractors meets contract requirements for Contractor Quality Control.
11. To what degree does the Contractor provide a quality product?	10	The quality of Earthwork meets the contract requirements.
12. To what degree does the Contractor properly notify and coordinate work with utility companies, railroads, property owners, local unit of government, and Contractors working on adjacent projects?	10	Contractor properly notifies and coordinates work with Jackson DPW and the City of Jackson.

Contractor's Performance Evaluation

Michigan Department of Transportation

2/15/2024 1:05 PM
FieldManager 5.3c

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

	Rating	Rating Remarks
C. Work Performance		
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	Contractor submits contract closeout documents in a timely manner.
14. To what degree does the Contractor meet the environmental requirements of the contract?	10	Contractor followed and maintained SESC Plan.
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	10	Contractor coordinated work with other subcontractors and provided notice of subcontractor's work schedule.

Approved
By BRIAN QUACH at 9:37:32 AM, 02/22/2024

(Date)

APPROVED
By John Fortunato at 8:34 am, Feb 29, 2024

(Date)

TSC Manager: Kelby Wallace - Jackson TSC

APPROVED
By Kelby at 6:48 am, 3/6/24

(Date)

APPROVED
By Troy R White at 2:24 pm, Feb 29, 2024

TRAVELERS

Christopher J. Ashley
Account Executive Officer
Travelers Bond
1441 W. Long Lake Rd., Ste. 300
Troy, MI 48098
Phone: 248-312-7953
Fax : 866-216-5992
E-mail : cashley@travelers.com

June 24, 2024

RE: Surety Capacity Letter

To Whom It May Concern

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

Travelers Casualty and Surety Company of America ("Travelers")[1] provides Bailey Excavating, Inc. with a single project surety capacity of $10,000,000 and an aggregate surety program of $20,000,000

Our willingness to provide surety credit on this project is subject to Bailey Excavating, Inc. acceptance of an award of the contract, Bailey Excavating, Inc., applying to the Travelers Casualty and Surety Company of America on or about the day work is scheduled to begin for bonding, and Bailey Excavating, Inc. and us, as surety, determining that the contract documents, contract specifications and bond forms are acceptable.

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

Best regards,



Christopher J. Ashley

[1] Travelers is an A+- (Superior) A.M. Best rated insurance company (Financial Size Category VX ($2 billion or more)).

LAW OFFICES
ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK PLC
405 SOUTH JACKSON STREET
POST OFFICE BOX 450
JACKSON, MICHIGAN 49204-0450
TELEPHONE (517) 787-8570
FAX (517) 787-8571

WILLIAM H. ABBOTT
KEVIN M. THOMSON
CLYDE W. MAULDIN
KURT J. PARKER
BRENDON R. BEER
STEVEN D. RICK
RICHARD C. LINDSEY, JR.

STEPHANIE S. SCHENKEL
PARALEGAL

July 19, 2021

Yolanda M. Bennett, Esq.
1201 S. Washington Avenue
P.O. Box 13007
Lansing, MI 48910-1650

Murphy & Spagnuolo, P.C.
Attn: David M. Klevorn, Esq.
2123 University Park Dr., Ste 130
Okemos, Michigan 48864-6903

Land Visions, Inc.
3400 Old Lansing Road
Lansing, MI 48917

Kurt Hatfield, Attorney at Law, PLC
Attn: Kurt Hatfield, Esq.
360 E. Allegan Street, Suite C
Otsego, MI 49087

William D. Tomblin & Associates
Attn: William D. Tomblin, Esq.
P.O. Box 4783
East Lansing, MI 48826

Re: Lansing Board of Water and Light v Land One, LLC, et al.
Case No. 21-0135-GC

Dear All:

As a follow up to our email of July 19, 2021, enclosed please find the Order Granting Motion for Summary Disposition as to Bailey Excavating, Inc. and Proof of Service with regard to the above referenced matter.

If you have any questions, or require any additional information, please contact our office.

Very truly yours,

ABBOTT, THOMSON, MAULDIN, PARKER, BEER & RICK, PLC

Kurt J. Parker

KJP/ams
Enclosures
Cc: Bailey Excavating, Inc.

STATE OF MICHIGAN
IN THE 55TH DISTRICT COURT FOR THE COUNTY OF INGHAM

LANSING BOARD OF WATER AND LIGHT,
a municipal corporation,
Plaintiff,

Case No. 21-0135-GC

Hon. Donald L. Allen, Jr.

v

LAND ONE, LLC, a Michigan limited liability company,
LAND VISIONS, INC., a Michigan corporation,
BAILEY EXCAVATING, INC., a Michigan corporation,
Individually and severally,
Defendants.

55TH DIST CRT '21 JUN 29 PM 1:04

Yolanda M. Bennett (P69219)
Mark Matus (P36659)
Attorneys for Plaintiff
1201 S. Washington Avenue
P.O. Box 13007
Lansing, Michigan 48910-1650
(517) 702-7056
Yolanda.bennett@lbwl.com

William D. Tomblin (P40540)
William D. Tomblin & Associates
Co-Counsel for Defendant Land One, LLC
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wdtomblaw@aol.com

Kurt J. Parker (P38259)
ABBOTT, THOMSON, MAULDIN,
PARKER, BEER & RICK, PLC
Attorney for Defendant Bailey Excavating, Inc.
405 S. Jackson Street, P.O. Box 450
Jackson, Michigan 49204-0450
(517) 787-8570
kparker@atbplclaw.com

Kurt Hatfield (P51927)
Kurt Hatfield, Attorney at Law, PLC
Co-Counsel for Defendant Land One, LLC
360 E. Allegan Street, Suite C
Otsego, Michigan 49078
(269) 355-6054
kurthatfield@gmail.com

ORDER GRANTING MOTION FOR SUMMARY DISPOSITION AS TO BAILEY EXCAVATING, INC.

At a session of said Court, held in the Ingham County Courthouse, in the City of Mason, Michigan, on July 12, 2021.

PRESENT: Honorable Donald L. Allen, Jr., District Court Judge

This matter having come before this Honorable Court on Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition; the Court having considered same; oral arguments having been heard by the Court; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant Bailey Excavating, Inc.'s Motion for Summary Disposition is hereby GRANTED.

IT IS FURTHER ORDERED that this matter shall be and is hereby dismissed as to Bailey Excavating, Inc., with prejudice.

Donald L. Allen Jr.

Hon. Donald L. Allen, Jr.
District Court Judge

Michigan Department of Labor and Economic Opportunity
530 West Allegan Street
P.O. Box 30645
Lansing, MI 48909
Phone: (517) 284-7680 Fax: (517) 284-7685

Inspection Number: 1421569
Inspection Date(s): 08/07/2019 - 08/07/2019
Issuance Date: 10/25/2019
Optional Reporting Number: 19-004/17

Citation and Notification of Penalty

Company Name: Bailey Excavating Inc
Inspection Site: Michigan Avenue, Marshall, MI 49068

Citation 1 Item 1a — Type of Violation: **Serious**

408.40933(4): CS Part 9 Excavation, Trenching and Shoring
An excavation 48 or more inches in depth and occupied by an employee shall be provided with either a ladder extending not less than 3 feet above the top as a means of access or with a ramp meeting the requirements of subrule (5) of this rule. Lateral travel along the wall of a trench to a ladder or other means of egress shall not exceed 25 feet.

A section of extension ladder, which was being used in the excavation by the employer to gain access to and from the excavation, did not extend 3 feet past the point of entry.

Date By Which Violation Must be Abated: **Corrected During Inspection**
Proposed Penalty: **$1,500.00**

Citation 1 Item 1b — Type of Violation: **Serious**

408.40941(1): CS Part 9 Excavation, Trenching and Shoring
The side of an excavation more than 5 feet deep shall be sloped as prescribed in table 1, unless supported as prescribed in this part.

Excavation was approximately 7 1/2 feet in depth; soil conditions consisted of loose sand and gravel and was previously excavated materials. North, South and West walls of the excavation were near vertical in slope. The length of the excavation was approximately 30 feet and the width was approximately 7 feet wide at the bottom and 12 feet at the top. Jobsite was located in downtown Marshall, MI.

Da e By Which Violation Must be Abated: **Corrected During Inspection**
Proposed Penalty: **$0.00**

Authorized Signature

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Michigan Department of Labor and Economic Opportunity
530 West Allegan Street
P.O. Box 30645
Lansing, MI 48909
Phone: (517) 284-7680
Fax: (517) 284-7685

Inspection Number:	1545667
Inspection Date(s):	08/04/2021 - 08/04/2021
Issuance Date:	09/01/2021
Optional Reporting Number:	21-053/11

Citation and Notification of Penalty

Company Name: Bailey Excavating Inc and its successors
Inspection Site: 112 Morrell Street, Jackson, MI 49201

Citation 1 Item 1 — Type of Violation: **Other-than-Serious**

408.42243(1): CS Part 22 Signals, Signs, Tags, and Barricades
A sign as prescribed in this rule shall be attached to the rear of any vehicle that, by design, moves at 25 miles per hour or less on any public, private, or temporary road.

No slow-moving vehicle sign is mounted on the rear of a CAT 938F wheel loader. A worker was exposed while in operation on the traveled way of a low-volume road.

Date By Which Violation Must be Abated	**September 10, 2021**
Proposed Penalty	**$0.00**

X John W Bailey 9-9-21

Authorized Signature



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

April 25th, 2023

RE: MIOSHA/OSHA Violations

To Whom This May Concern,

Bailey Excavating, Inc. received a violation for no signs on a CAT938F. Bailey Excavating, Inc. added the proper sign in the presence of the inspector.

Sincerely,

Rhonda M Denny

Rhonda M. Denny
Executive Administrator

An Equal Opportunity Employer

CRITERIA 10:

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

__X__ NONE

CRITERIA 11:

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

Name:	Barker Weber Insurance Agency
Type of Coverage:	Liability,Work Comp,Pollution,Equipment
Telephone:	517-783-2608

Are you self-insured for Worker's Compensation Insurance? Yes_____ No__X__

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2024

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 Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	CONTACT NAME: Megan Ludwick PHONE (A/C, No, Ext): 517-783-2608 FAX (A/C, No): 517-783-4674 E-MAIL ADDRESS: Megan@barkerweber.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Automobile Mutual nsurance Company	25135
INSURED Bailey Excavating, Inc. 1073 Toro Dr. Jackson, MI 49201	INSURER B : Accident Fund Insurance Company	10166
	INSURER C : Admiral Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC OTHER:	Y	Y	PBP2728202	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ✓ OWNED AUTOS ONLY ✓ HIRED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ NON-OWNED AUTOS ONLY	Y	Y	10081708CA	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $ 0	Y	Y	PBP2728202	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	100033480	06/01/2024	06/01/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Contractors Equipment Pollution Liability			PBP2728202 FEIECC2887001	06/01/2024 11/25/2023	06/01/2025 11/25/2024	Policy Limit - $58,928.8 Each Occurence Policy Aggregate	Deductible $2,50 $2,000,000 $4,000,000

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

WWTP Culvert Replacements on Marvin Hurd Drain

The City of Jackson, its agents, servants, officials, officers, employees, or representatives are listed as additional insured on all policies. Insurance is primary and non-contributory. Waiver of Subrogation applies in favor of the certificate holder. 30 day written notice of cancellation will be sent to the certificate holder.

CERTIFICATE HOLDER

Email: sallard@cityofjackson.org

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE AUTO
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Jackson 161 W. Michigan Ave Jackson, MI 49201	2021 CDBG STREET RECONSTRUCTION WITH WATER AND SEWER MAIN REPLACEMENT PROJECT ON BIDDLE STREET AND COOLEY PLACE - ENG22-01 West Avenue Water Main Replacement - 23-03 HMA Patching

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

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
   However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement; or
   2. Available under the applicable Limits of Insurance shown in the Declarations;

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

•//•CG2010-201304
d Insurance Services Office, Inc., 2012

STATE AUTO®
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Jackson 161 W. Michigan Ave Jackson, MI 49201	Douglas Street Reconstruction 2021 CDBG STREET RECONSTRUCTION WITH WATER AND SEWER MAIN REPLACEMENT PROJECT ON BIDDLE STREET AND COOLEY PLACE
	ENG 22-01 West Avenue Water Main Replacement ENG 22-13 Miscellaneous Construction
	- 23-03 HMA Patching

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

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

However:

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

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

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

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

whichever is less.

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

d Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

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

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

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

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STATE AUTO®
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - SCHEDULED PARTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SCHEDULE

1.	**Name:** City of Jackson
2.	**Address:** 161 W. Michigan Ave Jackson, MI 49201
3.	**Optional Notification:** 30 **days**

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

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

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

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

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

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

Includes copyrighted materials of
Insurance Services Office, Inc., with its permission

STATE AUTO
Insurance Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

SCHEDULE

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

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

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

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

All other provisions of this policy apply.

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

SA1008 20030

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

June 25th, 2024

To Whom It May Concern,

Our staffing capabilities and labor sources including subcontractors will not be misclassified as independent contractors in violation of any state or federal laws.

Sincerely,

Rhonda M. Denny

Rhonda M. Denny

An Equal Opportunity Employer

No. 13

Certificate of
DOT Drug and Alcohol Program Enrollment

BAILEY EXCAVATING INC

The Employer listed above has enrolled in a Drug and Alcohol Testing Program with DOT Compliance Group that meets the requirements of DOT Regulation 49 CFR Parts 382 & 40

BAILEY EXCAVATING INC
1073 TORO DRIVE
JACKSON, Michigan

Program Start Date: Apr 1, 2022
Program is current through: Apr 1, 2023
Client Code: 226135

DOT Compliance Group

DOT Compliance Group • 100 Decker Court Ste. 250,• Irving, TX 75062

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

__X__ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

MDOT Testing & Physicals

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

See Attached

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

We will pay all craft employees on the project current wage rates and fringe benefits as required under federal, state or local wage laws.

(See Attached)

Bailey Excavating, Inc.

1073 TORO DRIVE –JACKSON, MI 49201
PHONE (517) 750-3030

ONE YEAR WARRANTY

PROJECT NAME AND LOCATION:	I-94BR (Michigan Ave) Maintenance-Dwight to Roberts Jackson, Michigan
PROJECT NUMBER:	24-10
CONTRACT NUMBER:	
ENGINEERING MANAGER:	HRC
WORK COVERED BY WARRANTY:	Materials and Workmanship
LENGTH OF WARRANTY:	One (1) year from date of substantial completion
SUBSTANTIAL COMPLETION:	November 14, 2025

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

COMPANY NAME: Bailey Excavating, Inc.

AUTHORIZED SIGNATURE: Rhonda L. Blair

CONTACT NAME TYPED: Rhonda L. Blair **DATE:** July 25th, 2024

An Equal Opportunity Employer

FEDERAL LAW REQUIRES EACH EMPLOYER TO FURNISH THE FOLLOWING INFORMATION:
(Please check any that are applicable)

☐ We had no employees performing work covered by our Oper. Eng. Local 324 agreement(s) during the month.

☐ Final Report - Inactive Status request (see reverse for further instructions)

OPERATING ENGINEERS

LOCAL 324 FRINGE BENEFIT FUNDS

ALL CONTRIBUTIONS ARE DUE BY THE 15th
OF THE MONTH FOLLOWING THE MONTH WORKED

FORM 3029
REMITTANCE REPORT
REV. 6/24
EMPLOYERS MONTHLY FRINGE BENEFIT REPORT

NAME OF COMPANY	CONTRACTOR CODE NUMBER	WORK MONTH (MONTH/YEAR)	REQUEST FOR FORMS
Bailey Excavating, Inc.	013075	6 / 24	☐ PLEASE SEND MORE PAPER FORMS
ADDRESS	TELEPHONE		☐ PLEASE CONTACT ME REGARDING MY ONLINE REPORTING OPTIONS
1073 Toro Dr.	517-750-3030		
CITY AND STATE ZIP	SPECIAL AGMT / JOB SITE (IF APPLICABLE) ☐ NMA ☐ GPPMA	EMPLOYER IDENTIFICATION NUMBER (EIN)	
Jackson, MI 49201		38-2009278	

TYPE OR AREA OF CONSTRUCTION AND FRINGE BENEFIT RATES

PLEASE INDICATE THE AREA OR KIND OF CONSTRUCTION BEING REPORTED IN THE SPACE PROVIDED.
↙ PLEASE MARK THE APPROPRIATE AGREEMENT. FOR THE EXCEL VERSION, THE FRINGE BENEFIT CONTRIBUTION RATES WILL AUTO-POPULATE THE FORM BELOW.

SECTION MARK "X" ↓		AGREEMENT	EFFECTIVE DATE	FRINGE BENEFIT FUND RATES: HEALTH CARE	PENSION	RETIREE BENEFIT	VACATION & HOLIDAY	SUPPLEMENTAL VACATION	APPRENTICE & TRAINING	IUOE NTF	INDUSTRY ADVANCEMENT & PROMOTION	324 LBR MGMT EDUCATION COMMITTEE	INDUSTRY LABOR MGMT FUND	DEFINED CONTRIBUTION PLAN
A		A AGC - Detroit Metro CBA	6-1-24	$8.55	$13.95	$0.45	15%	-----	$1.20	$0.10	$0.15	$0.19	-----	$1.10
		AX Small equipment addendum	6-1-24	$6.65	$4.00	----	15%	-----	$0.70	$0.10	$0.15	$0.14	-----	$1.00
B		B MUCG Underground Agreement	9-1-23	$8.55	$13.95	$0.45	15%	$0.05	$1.20	$0.10	$0.03	$0.16	$0.06	$1.00
		BX Class V Operator	9-1-23	$6.50	$4.00	----	15%	-----	$0.50	$0.10	$0.03	-----	$0.06	$1.00
C		C AGC - Outstate Addendum	6-1-24	$8.55	$13.95	$0.45	15%	-----	$1.20	$0.10	$0.15	$0.16	-----	$1.00
		CX Small equipent addendum	6-1-24	$6.65	$4.00	----	15%	-----	$0.70	$0.10	$0.15	$0.14	-----	$1.00
D		D Distribution and Communications	5-1-24	$8.55	$13.95	$0.45	15%	-----	$1.20	$0.10	$0.05	$0.14	-----	$1.00
		DX Cable-Com-Utility Engineer	5-1-24	$6.50	$3.00	----	15%	-----	$0.25	$0.10	$0.05	-----	-----	$1.00
E		E AGC - Upper Peninsula	6-1-24	$8.55	$13.95	$0.45	15%	-----	$1.20	$0.10	$0.15	-----	-----	$0.75
		EX Class E Operator	6-1-24	$6.65	$4.00	$0.10	15%	-----	$0.90	$0.10	$0.15	-----	-----	$0.75
G		G National Pipeline Agreement	6-3-24	$8.55	$13.95	$0.45	15%	$0.02	$1.25	-----	-----	$0.15	-----	$2.35
		-												
H	X	H Highway, Bridge & Airport Agmt.	6-1-24	$8.55	$13.95	$0.45	15%	$0.05	$1.20	$0.10	$0.03	$0.16	$0.10	$1.00
		HX Class V Operator	6-1-24	$6.65	$4.00	----	15%	-----	$0.70	$0.10	$0.03	-----	$0.10	$1.00
H U.P.		HU Highway, Bridge & Airport Agmt.	6-1-23	$8.55	$13.95	$0.45	15%	$0.05	$1.20	$0.10	$0.08	$0.16	$0.05	$1.00
		HUX Class V Operator	6-1-23	$6.65	$4.00	----	15%	-----	$0.70	$0.10	$0.08	-----	$0.05	$1.00
J		J Great Lakes Fab & Erector Assn	6-1-24	$8.55	$13.95	$0.45	15%	$0.05	$1.20	$0.10	$0.36	$0.19	-----	$1.00
		JX Oiler-Ground Man etc.	6-1-24	$6.65	$4.00	----	15%	-----	$0.65	$0.10	$0.36	$0.14	-----	$1.00
K		K Floating - Grt. Lakes & Marine	6-1-24	$8.55	$13.95	$0.45	$7.27	$0.05	$1.20	$0.10	-----	$0.25	-----	$1.00
		-												
O		O Owner - Operator	6-1-24	$8.55	$13.95	$0.45	----	-----	$1.20	$0.10	-----	$0.19	-----	$1.10
		-												
S		S Shop Agreement												
U		U CAM - S E Michigan	6-1-24	$8.55	$13.95	$0.45	15%	-----	$1.20	$0.10	$0.15	$0.19	-----	$1.10
		UX Small equipment addendum	6-1-24	$6.65	$4.00	----	15%	-----	$0.70	$0.10	$0.15	$0.14	-----	$1.00
V		V CAM - Outstate Addendum	6-1-24	$8.55	$13.95	$0.45	15%	-----	$1.20	$0.10	$0.15	$0.16	-----	$1.00
		VX Small equipment addendum	6-1-24	$6.65	$4.00	----	15%	-----	$0.70	$0.10	$0.15	$0.14	-----	$1.00

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS AND THE LISTING OF OPERATING ENGINEERS IN YOUR EMPLOY DURING THE MONTH BEING REPORTED

Please mail original copy with check to:

Operating Engineers Local 324
Fringe Benefit Funds
550 Hulet Dr. Suite 103
Bloomfield Twp, MI 48302

Save time and postage! File and pay Fringe Benefits online. Call the Fund Office 248-836-2765 to learn how.

You can even upload your monthly payroll files with no manual data entry!!

Rev 5-17-2024 (interactive)

Omit ↓	REMITTANCE FRINGE BENEFIT FUND	CONTRIBUTION RATES ↖Mark X Above		MULTIPLIER (TOTAL HRS/WGS From Reverse Side)		AMOUNT	ADJUSTMENTS	TOTAL
	HEALTH CARE	$ 8.55	x	4,459.50	PAID HOURS	$ 38,128.73	$	$ 38,128.73
	PENSION	$ 13.95	x	4,459.50	PAID HOURS	$ 62,210.03	$	$ 62,210.03
	RETIREE BENEFIT	$ 0.45	x	4,459.50	PAID HOURS	$ 2,006.78	$	$ 2,006.78
	VACATION	15.00%	x	183,407.87	BASE WAGES	$ 27,511.18	$	$ 27,511.18
	SUPPLEMENTAL VACATION	$ 0.05	x	4,459.50	PAID HOURS	$ 222.98	$	$ 222.98
	APPRENTICE & TRAINING	$ 1.20	x	4,459.50	PAID HOURS	$ 5,351.40	$	$ 5,351.40
	IUOE NTF	$ 0.10	x	4,459.50	PAID HOURS	$ 445.95	$	$ 445.95
	ADVANCEMENT OR PROMOTION	$ 0.03	x	4,459.50	PAID HOURS	$ 133.79	$	$ 133.79
	324 LABOR MGMT EDUCATION COMM.	$ 0.16	x	4,459.50	PAID HOURS	$ 713.52	$	$ 713.52
	INDUSTRY LABOR MANAGEMENT FUND	$ 0.10	x	4,459.50	PAID HOURS	$ 445.95	$	$ 445.95
	DEFINED CONTRIBUTION PLAN	$ 1.00	x	4,459.50	PAID HOURS	$ 4,459.50	$	$ 4,459.50
								$ 141,629.81

REMITTANCE - Make Check Payable To: OPERATING ENGINEERS FRINGE BENEFIT FUNDS

OPERATING ENGINEERS LOCAL 324 FRINGE BENEFIT FUNDS

FORM 3029 REV. 6/24
EMPLOYEE DETAIL REPORT FOR EMPLOYERS' MONTHLY FRINGE BENEFIT REPORT

CONTRACTOR'S NAME	CONTRACTOR NUMBER	WORK MONTH	NUMBER OF PAGES THIS REPORT
Bailey Excavating, Inc.	013075	6/24	2

EMPLOYEE'S NAME		SOCIAL SECURITY NUMBER	A	B
LAST NAME	INITIALS		HOURS PAID*	BASE WAGES - SEE INSTRUCTION NO. 2
BLISS	S		225.50	$9,803.05
BONNER	J		206.00	$8,354.40
CARPENTER, II	F		228.50	$9,490.26
CRABTREE	M		194.50	$7,999.35
DAVIS	W		250.00	$10,443.52
FAIRCHILD	J		241.00	$10,073.25
HAVENS	M		239.00	$10,123.93
IRISH	J		223.00	$8,952.33
JORGE	Y		252.00	$10,557.50
KEMPLIN	J		181.50	$7,908.03
LAUER	T		220.00	$8,838.43
LEY	R		207.00	$8,202.16
LOGAN	S		204.50	$8,634.88
PANKHURST	R		243.00	$10,613.61
PARKER	P		203.50	$8,242.73
PETERS	C		300.50	$11,982.24
ROWLAND	T		216.50	$8,581.89
SEYMOUR	S		199.50	$7,803.27
SWARTZ	E		18.00	$683.46
SWARTZ	K		184.50	$7,233.72
WRIGHT	C		221.50	$8,885.86

INSTRUCTIONS

1 If you are performing work under more than one Contract as noted on the Monthly Remittance Report, a **separate report** must be filed for each agreement.

DO NOT COMBINE REPORTS OF TWO OR MORE AREAS OR AGREEMENTS FOR THE SAME MONTH.

2 Vacation Pay is computed on wages shown in column B. Total Vacation Pay is to be added to Base Pay to compute applicable payroll taxes.

3. Payments are due by the 15th of the following month. If payment is not received by the end of the month, liquidated damages will be assesed and billed at 18% per annum, computed from the 15th of the month received by the end of the month, to the date of payment.

4 For information concerning Fringe Benefit Contributions, call 248-836-2765, or by mail, 550 Hulet Dr. Suite 103 Bloomfield Twp., MI 48302

5. All owner-operators, who participate in Local 324's Fringe Benefit Funds must use Section O of this report. **ALL** fringes in this Section must be paid at a minimum of 130 hours per month.

*** NOTICE**

For Fringe Benefit Contribution purposes, an overtime hour should be contributed on as one hour. This does not pertain to the Vacation

Bailey Excavati___Inc.

023251

OPERATING ENGINEERS LOCAL 324
FRINGE BENEFIT FUNDS-
550 HULET DRIVE-SUITE 103
BLOOMFIELD TWP, MI 48302

Check: 23251
Date: 7/15/2024
Vendor: OPERATOR

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Paic
June 2024 Contributions		141,629.81	141,629.81	0.00	0.00	141,629.81
		141,629.81	141,629.81	0.00	0.00	141,629.81

		TOTALS THIS SHEET	4459.50	$183,407.87

and to all the terms of the Trust Agreements of these Funds.

Rhonda M Denny
Employer or Authorized Agent

Executive Admin
Title

WPAS Welfare & Pension Administration Service, Inc.
Employee Benefits Administration since 1953

Fund: 77
Account: 44012
Area: 002
Work Date: 2024-06-01

E-remit Payment Coupon (Employee Report)

Payment Coupon For:
BAILEY EXCAVATING
MITA ZONE 2

Fund	77	**Account Number**	44012
Account Name & Address	BAILEY EXCAVATING	**ERI Ref. #**	0000000009755201
	1073 TORO DR	**Federal ID #**	0
		Phone	517-750-3030
		Fax	0
	JACKSON, MI, 49201	**Work Date**	06/2024
Rate Code	R02	**Finalize Date**	07/09/2024
Rate Agreement	MITA ZONE 2		

Type	Description	Contribution
001	HEALTH	20,137.50
002	PENSION	23,493.75
013	ANNUITY	3,356.25
004	VACATION	17,889.38
006	TRAINING	1,510.31
138	LECET	1,510.31
541	IAP	402.75
TOTAL		**68,300.25**

Report due on the 15 day of the month.
Payment method: Check
Make sure to include the ERI Reference Number in the Memo portion of all checks: 0000000009755201

MICHIGAN LABORERS

Send payment and original copy of this report to: MICHIGAN LABORERS' FRINGE BENEFITS
6452 MILLENNIUM DR STE 100
LANSING MI 48917

Signature Rhonda M. Denny
Rhonda Denny

☐ First Report in Area
☐ Last Report in Area
☐ Supplemental Report in Area

Bailey Excavati Inc.

023250

MI LABORERS' FRINGE BENEFITS
6452 MILLENNIUM DR
STE 100
LANSING, MI 48917

Check: 23250
Date: 7/15/2024
Vendor: MILABOR

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Pai
June 2024 - #9755201 Contributions #44012		68,300.25	68,300.25	0.00	0.00	68,300.2
		68,300.25	68,300.25	0.00	0.00	68,300.2

WPAS

Archived Report - Employee
Finalized on: 07/09/2024

Report Details

Fund	77	**Account Number**	44012
Account Name & Address	BAILEY EXCAVATING	**ERI Ref. #**	0000000009755201
	1073 TORO DR	**Federal ID #**	0
		Phone	517-750-3030
		Fax	0
	JACKSON, MI, 49201	**Work Date**	06/2024
Rate Code	R02	**Finalize Date**	07/09/2024
Rate Agreement	MITA ZONE 2		

Employees

#	SSN	Last Name	First Name	Hours	DT Hours	OT Hours	FMLA	Term Date
		BATDORFF	CHASE	190.00	78.00	0.00	N	

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	190.00	78.00	0.00	1,608.00
002	PENSION	190.00	78.00	0.00	1,876.00
013	ANNUITY	190.00	78.00	0.00	268.00
004	VACATION	190.00	78.00	0.00	1,535.00
006	TRAINING	190.00	78.00	0.00	120.60
138	LECET	190.00	78.00	0.00	120.60
541	IAP	190.00	78.00	0.00	32.16

	BISONET	BRENT		28.50	2.50	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	28.50	2.50	0.00	186.00
002	PENSION	28.50	2.50	0.00	217.00
013	ANNUITY	28.50	2.50	0.00	31.00
004	VACATION	28.50	2.50	0.00	161.25
006	TRAINING	28.50	2.50	0.00	13.95
138	LECET	28.50	2.50	0.00	13.95
541	IAP	28.50	2.50	0.00	3.72

	BLODGETT	BLAKE		191.50	15.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	191.50	15.00	0.00	1,239.00
002	PENSION	191.50	15.00	0.00	1,445.50
013	ANNUITY	191.50	15.00	0.00	206.50
004	VACATION	191.50	15.00	0.00	1,070.00
006	TRAINING	191.50	15.00	0.00	92.93
138	LECET	191.50	15.00	0.00	92.93
541	IAP	191.50	15.00	0.00	24.78

	DOUBLE	LAURIE	199.50	31.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	199.50	31.00	0.00	1,383.00
002	PENSION	199.50	31.00	0.00	1,613.50
013	ANNUITY	199.50	31.00	0.00	230.50
004	VACATION	199.50	31.00	0.00	1,230.00
006	TRAINING	199.50	31.00	0.00	103.73
138	LECET	199.50	31.00	0.00	103.73
541	IAP	199.50	31.00	0.00	27.66

	EUBANKS	CHRISTOPHE	197.00	19.50	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	197.00	19.50	0.00	1,299.00
002	PENSION	197.00	19.50	0.00	1,515.50
013	ANNUITY	197.00	19.50	0.00	216.50
004	VACATION	197.00	19.50	0.00	1,131.25
006	TRAINING	197.00	19.50	0.00	97.43
138	LECET	197.00	19.50	0.00	97.43
541	IAP	197.00	19.50	0.00	25.98

	KERR	JAMES	183.00	21.75	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	183.00	21.75	0.00	1,228.50
002	PENSION	183.00	21.75	0.00	1,433.25
013	ANNUITY	183.00	21.75	0.00	204.75
004	VACATION	183.00	21.75	0.00	1,078.13
006	TRAINING	183.00	21.75	0.00	92.14
138	LECET	183.00	21.75	0.00	92.14
541	IAP	183.00	21.75	0.00	24.57

	MCKAY	JARED	160.00	32.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	160.00	32.00	0.00	1,152.00
002	PENSION	160.00	32.00	0.00	1,344.00
013	ANNUITY	160.00	32.00	0.00	192.00
004	VACATION	160.00	32.00	0.00	1,040.00
006	TRAINING	160.00	32.00	0.00	86.40
138	LECET	160.00	32.00	0.00	86.40
541	IAP	160.00	32.00	0.00	23.04

MENA	JUAN	172.50	13.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	172.50	13.00	0.00	1,113.00
002	PENSION	172.50	13.00	0.00	1,298.50
013	ANNUITY	172.50	13.00	0.00	185.50
004	VACATION	172.50	13.00	0.00	960.00
006	TRAINING	172.50	13.00	0.00	83.48
138	LECET	172.50	13.00	0.00	83.48
541	IAP	172.50	13.00	0.00	22.26

NEVINS	TIMOTHY	186.50	11.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	186.50	11.00	0.00	1,185.00
002	PENSION	186.50	11.00	0.00	1,382.50
013	ANNUITY	186.50	11.00	0.00	197.50
004	VACATION	186.50	11.00	0.00	1,015.00
006	TRAINING	186.50	11.00	0.00	88.88
138	LECET	186.50	11.00	0.00	88.88
541	IAP	186.50	11.00	0.00	23.70

PANCAKE	SAMUEL	193.00	27.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	193.00	27.00	0.00	1,320.00
002	PENSION	193.00	27.00	0.00	1,540.00
013	ANNUITY	193.00	27.00	0.00	220.00
004	VACATION	193.00	27.00	0.00	1,167.50
006	TRAINING	193.00	27.00	0.00	99.00
138	LECET	193.00	27.00	0.00	99.00
541	IAP	193.00	27.00	0.00	26.40

REAMS	HEATH	188.50	17.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	188.50	17.00	0.00	1,233.00
002	PENSION	188.50	17.00	0.00	1,438.50
013	ANNUITY	188.50	17.00	0.00	205.50
004	VACATION	188.50	17.00	0.00	1,070.00
006	TRAINING	188.50	17.00	0.00	92.48
138	LECET	188.50	17.00	0.00	92.48
541	IAP	188.50	17.00	0.00	24.66

	RUHL	TYLER	163.50	21.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	163.50	21.00	0.00	1,107.00
002	PENSION	163.50	21.00	0.00	1,291.50
013	ANNUITY	163.50	21.00	0.00	184.50
004	VACATION	163.50	21.00	0.00	975.00
006	TRAINING	163.50	21.00	0.00	83.03
138	LECET	163.50	21.00	0.00	83.03
541	IAP	163.50	21.00	0.00	22.14

	SCHULER	STEPHEN	188.50	50.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	188.50	50.00	0.00	1,431.00
002	PENSION	188.50	50.00	0.00	1,669.50
013	ANNUITY	188.50	50.00	0.00	238.50
004	VACATION	188.50	50.00	0.00	1,317.50
006	TRAINING	188.50	50.00	0.00	107.33
138	LECET	188.50	50.00	0.00	107.33
541	IAP	188.50	50.00	0.00	28.62

	SLOAN	TIMOTHY	197.50	24.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	197.50	24.00	0.00	1,329.00
002	PENSION	197.50	24.00	0.00	1,550.50
013	ANNUITY	197.50	24.00	0.00	221.50
004	VACATION	197.50	24.00	0.00	1,167.50
006	TRAINING	197.50	24.00	0.00	99.68
138	LECET	197.50	24.00	0.00	99.68
541	IAP	197.50	24.00	0.00	26.58

	VANHORN	VICTOR	200.00	59.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	200.00	59.00	0.00	1,554.00
002	PENSION	200.00	59.00	0.00	1,813.00
013	ANNUITY	200.00	59.00	0.00	259.00
004	VACATION	200.00	59.00	0.00	1,442.50
006	TRAINING	200.00	59.00	0.00	116.55
138	LECET	200.00	59.00	0.00	116.55
541	IAP	200.00	59.00	0.00	31.08

	WAHTOLA	NOLAN		193.50	19.00	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	193.50	19.00	0.00	1,275.00
002	PENSION	193.50	19.00	0.00	1,487.50
013	ANNUITY	193.50	19.00	0.00	212.50
004	VACATION	193.50	19.00	0.00	1,110.00
006	TRAINING	193.50	19.00	0.00	95.63
138	LECET	193.50	19.00	0.00	95.63
541	IAP	193.50	19.00	0.00	25.50

	ZEBARAH	JUSTIN		80.00	2.50	0.00	N

Type	Description	Hours	OT Hours	DT Hours	Contribution
001	HEALTH	80.00	2.50	0.00	495.00
002	PENSION	80.00	2.50	0.00	577.50
013	ANNUITY	80.00	2.50	0.00	82.50
004	VACATION	80.00	2.50	0.00	418.75
006	TRAINING	80.00	2.50	0.00	37.13
138	LECET	80.00	2.50	0.00	37.13
541	IAP	80.00	2.50	0.00	9.90

Summary

Type	Description	Contribution
001	HEALTH	20,137.50
002	PENSION	23,493.75
013	ANNUITY	3,356.25
004	VACATION	17,889.38
006	TRAINING	1,510.31
138	LECET	1,510.31
541	IAP	402.75
TOTAL		**68,300.25**

Payment & Account Status

☐ Schedule ACH remittance payment

☐ Request termination of E-remit account

CRITERIA 16:

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

We acknowledge our obligation to comply with this ordinance in each contract and subcontract.

CRITERIA 17:

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

Do not fore see any change orders at this time.

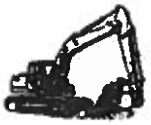
CRITERIA 18:

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

See Attached



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

Federal ID Number: 38-2009278

Contact: Rhonda M. Denny

Officer's: John W. Bailey - President
Jacob W. Bailey - Secretary
Jordan W. Bailey - Treasurer

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

Physical Address: 1073 Toro Drive - Jackson, Michigan 49201

Year Corporation Formed: 1973 51 Years in Business 45 Employees

KEY PERSONNEL

Name	Title	Experience/Years	
JOHN W. BAILEY	PRESIDENT	47 YEARS	OWNER
JACOB W. BAILEY	MANAGER/ESTIMATOR	14 YEARS	PROJECTS-DEGREE
MARK E. MAGNER	SUPERVISOR	40 YEARS	PROJECTS
DAVID THOMPSON	MANAGER/ESTIMATOR	42 YEARS	PROJECTS-DEGREE
MATT SHERMAN	ASSISTANT SUPERVISOR	3 YEARS	PROJECTS
STEVE LOGAN	FOREMAN	29 YEARS	PROJECTS
STEVE BLISS	FOREMAN	33 YEARS	PROJECTS
RHONDA L. BLAIR	OFFICE MANAGER	42 YEARS	OFFICE
RHONDA M. DENNY	EXECUTIVE ADMIN	29 YEARS	OFFICE

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CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

We have our materials tested once the project is awarded to be sure it meets the requirements. PSI informs us if there is a change needed then re-tests. Our subcontractors provide a QC plan if awarded the job; see example attached. We also keep in our job file any certificates affiliated with products and materials as necessary. See Attached

CRITERIA 21:

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

We assure you that all construction work for this project proceed economically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED):

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

Fwd: Bailey Excavating

Jacob Bailey <jacobbailey@bailey-excavating.com>
Thu 11/4/2021 5:47 PM

To:Mark Magner <mmagner@bailey-excavating.com>;Rhonda Blair <rhondablair@bailey-excavating.com>;Rhonda Denny <rhondadenny@bailey-excavating.com>;Jule <jbailey70@comcast.net>

Jacob W Bailey
Estimator/Project Manager
Bailey Excavating Inc.
Office: 517-750-3030
Cell: 517-740-0371

From: Brian Sadek <briansadek@gmail.com>
Sent: Thursday, November 4, 2021 4:53:47 PM
To: tbridges@a2gov.org <tbridges@a2gov.org>
Cc: Jacob Bailey <jacobbailey@bailey-excavating.com>
Subject: Bailey Excavating

Hi Theresa:

(I got your email address off of the blue flyer that was placed on our front door a couple of months ago. If you're the wrong person to send this to, please either forward it to the right person or let me know to whom I should send it.)

My wife, two young kids, and I live on Liberty Street and the water main construction has been going on in front of our house for a couple months now. I want to commend Bailey Excavating and its employees for doing a professional job and for the courtesy with which they've treated us neighbors during what could otherwise be a terrible disruption. They have been friendly, fair, and willing to move equipment when we or other people need to get into or out of our driveways. In particular, Bill (or Bob? I'm terrible with names), who usually operates the front loader, has been very nice to our children and is like a hero to my two year old son (pic attached).

That's it. To the extent constituent feedback helps Bailey get future business with the city now that Prop A passed and allows best value contract award, we and our neighbors are happy constituents. And, to be clear, I have no direct or indirect business interest in Bailey or its success. I simply think that they've been good to us and should be recognized.

Best regards,
Brian Sadek



Memo From: Keith Fransted

Hello, my name is Keith Fransted. I am the project manager for all of the underground for Kelly Fuel in Jackson, MI. I am very honored to give a recommendation for Bailey Excavating, Inc.

I've known the Bailey boys for the better part of forty years. After working with several companies of the pass many years, Bailey Excavating, Inc. is definitely one of the best underground and road builders in southern Michigan. The equipment is the very best, mostly Caterpillar. Most of their employees have been with the company for many years and are very knowledgeable about their procedure. Their superintendents are always on top of any problems.

Choosing Bailey Excavating, Inc. would be an excellent choice for the State of Michigan.

Sincerely,

Keith Fransted



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

References

Company Name:	MDOT (MI Dept. of Transportation)
Contact Name:	Joe Vanpoppel
Project:	Several Projects
Phone #:	517-206-3818
Email Address:	VanPoppelJ@michigan.gov

Company Name:	Jackson State Prison
Contact Name:	Steve Curtiss
Project:	Several Projects
Phone #:	517-740-6797
Email Address:	Curtiss@michigan.gov

Company Name:	City of Jackson
Contact Name:	Troy White
Project:	Several Projects
Phone #:	517-768-6075
Email Address:	twhite@cityofjackson.org

Company Name:	Jackson County Department of Transportation
Contact Name:	Steve Moran
Project:	Several Projects
Phone #:	517-740-2000
Email Address:	Smoran@mijackson.org

Company Name:	Jackson County Drain Commission
Contact Name:	Geoff Synder
Project:	Several Projects
Phone #:	517-788-4398
Email Address:	gsynder@michigan.org

Company Name:	Blackman Charter Township
Contact Name:	Jack Ripstra
Project:	Several Projects
Phone #:	517-789-9898
Email Address:	jack@ripstra-scheppelman.com

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Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

References - Continued

Company Name:	Northwest Community Schools	
Contact Name:	Mick Evans	
Project:	Several Projects	
Phone #:	517-817-4700	
Email Address:	michael.evans@nwschools.org	
Company Name:	City Of Ann Arbor	
Contact Name:	Theresa Bridges	Tracy Anderson
Project:	3rd & Mosely WM	2022 Utilities
Phone #:	734-794-6410	734-794-6410
Email Address:	Tbridges@a2gov.org	Tanderson@a2gov.org
Contact Name:	Nicholas Bayley	Jane Allen
Project:	Broadway St WM	Brooks St WM
Phone #:	734-794-6410	734-794-6410
Email Address:	NBayley@a2gov.org	JAllen2@a2gov.org
Company Name:	Wade Trim for City of Ann Arbor	
Contact Name:	Felipe Uribe-Duque	Felipe Uribe-Duque
Project:	S Main St	Pontiac, Swift, Moore & Wright WM
Phone #:	734-947-9700	734-947-9700
Email Address:	FUribe@WadeTrim.com	FUribe@WadeTrim.com
Company Name:	Village of Blissfield	
Contact Name:	Brent Kastie	
Project:	Aquatic Center Parking Lot	
Phone #:	517-202-6377	
Email Address:	publicworks@blissfieldmichigan.org	
Company Name:	City of Tecumseh	
Contact Name:	Tonya Miller / Troy Rohrback	
Project:	Parking Lots 2023	
Phone #:	517-423-2107	
Email Address:	tmiller@tecumshemi.gov	

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Bailey Excavating, Inc.

1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

References - Continued

Company Name:	Village of Waldron
Contact Name:	Shawn Barnhart
Project:	Bruce Ct / Larry Dr
Phone #:	517-403-8749
Email Address:	nicole_barnhart@yahoo.com

Company Name:	Village of Hanover
Contact Name:	Mike Medley
Project:	2023 Paving Improvements Projects
Phone #:	517-917-1211
Email Address:	toughchain@aol.com

Company Name:	RW Mercer
Contact Name:	Rob Harris
Project:	Center for Family Health
Phone #:	517-787-2960
Email Address:	rob.harris@rwmercer.com

Company Name:	Jackson Industrial Construction
Contact Name:	Nathan Parker
Project:	WM & paving
Phone #:	517-917-1378
Email Address:	n.parker@jiccompany.com

Company Name:	Royal American Homes
Contact Name:	Ken Thompson
Project:	The Reserves Trailer Park Utilities
Phone #:	586-749-3027
Email Address:	kthompsoninc@sbcglobal.net

Company Name:	Cash Waggner & Assoc.
Contact Name:	Davin Spayd
Project:	Blackman Place Apartments
Phone #:	812-634-5015
Email Address:	dspayd@cashwaggner.com

Bailey Excavating, Inc.

1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

References - Continued

Company Name:	Wightman
Contact Name:	Mickey Bittner
Project:	Several Projects
Phone #:	269-266-2159
Email Address:	mbittner@gowightman.com

Company Name:	Fishbeck
Contact Name:	Andrew Kilpatrick
Project:	Edgewood St, Jackson
Phone #:	734-454-7566
Email Address:	akilpatrick@fishbeck.com

Company Name:	OHM Advisors
Contact Name:	Aaron Berkholz
Project:	MDOT #131825 Harris Rd
Phone #:	734-548-5752
Email Address:	aaron.berkholz@ohm-advisors.com

Bailey Excavating, Inc.

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

TO: ALL BAILEY EXCAVATING, INC. EMPLOYEES

FROM: JOHN W. BAILEY

SAFETY, ACCIDENT PREVENTION, AND LOSS CONTROL POLICY STATEMENT

The Bailey Excavating, Inc. and its subsidiaries are committed to a strong employee safety program. It is directed at providing a place of employment that is free from recognized physical hazards and provide a healthful environment for its employees and others working at its facilities.

Responsibility for safety is shared between company management, supervision and employees. Bailey Excavating, Inc. recognizes the need for safe work practices, employee training and equipment in good operating order. Managers are expected to give their complete support to the safety and accident prevention program. However, accidents can best be prevented through safety minded attitudes and actions of all employees.

RESPONSIBILITIES

Management:

Provide strong company support in principle and funding as required.

Assure that all activities under their direction are operated in a safe manner.

Compliance to federal and state occupational safety and health standards of their facilities, equipment and work practices.

Abatement of conditions that have or may result in citations by enforcement officials.

See that all recommendations of insurance carrier inspectors are acted upon and responded to promptly.

Bailey Excavating, Inc.

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

SUPERINTENDENTS AND FOREMEN:

Always set a good safety example.

Alert and train your workers in good safety practices.

Conduct periodic inspections of the work site to identify possible hazards. Where practical, eliminate the hazards, and when not practical, point them out to workers so they can be avoided.

Conduct regular tool box meetings, a minimum of once each week. A written report of the safety meeting including a list of employees participating is required.

See that all accidents are reported and investigated promptly.

Be prepared to help in any accident or emergency. Have proper phone numbers to summon police, fire department, ambulance and doctor as required.

Provide proper job instruction and be certain that each employee knows all the safety rules that apply to the job.

Enforce safety rules.

Discuss all pertinent safety information and all known hazards with employees before a job is started. Instruct employees to be alert for unknown hazards and to be concerned with safety at all times.

EMPLOYEES:

Work safety and conduct themselves in a responsible manner.

Good safety performance requires the efforts of all employees to prevent accidents or injuries.

Accept safety as a personal matter. Every employee must cooperate with the safety program by developing safe work habits and reporting hazardous working conditions. They are expected to be continually on the alert for potential hazards and to take necessary action to prevent accidents and injuries.

Follow the safety practices which are established for their protection and that of other employees.

Bailey Excavating, Inc.

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

SAFETY AND LOSS CONTROL MANAGER

Formulate the safety and loss control program.

Assist manager in meeting their safety and loss control responsibility.

Investigate practices or conditions which have caused or may cause accidental injury or property damage and make recommendations for correction.

Stay abreast of all developments of new or revised safety and health regulations.

Publish regular bulletins to communicate important safety matter to managers, supervisors and employees.

Conduct regular and through safety and loss control audits of all facilities and activities.

CONTRACTOR AND SUBCONTRACTORS

Comply with all applicable federal, state and local safety and health related standards and regulations when working on Bailey Excavating, Inc. premises or as a subcontractor on field projects. It is up to the individuel employer to require its employees to perform in a safe and responsible manner.

CONCURRENT WITH THE INSTITUTION OF THIS POLICY STATEMENT

Bailey Excavating, Inc. will be adopting specific Safety Rules. While it is the company's intent to make their Safety Rules as practical as possible, they may result in some inconvenience to the employees and/or changes in job procedures. A positive incentive program to promote employee participation may be adopted as an option by individually. However, all employees are required to observe the Safety Rules and violation thereof may result in discipline up to and including termination.

John W. Bailey

mjosha violations

FOREMAN/QUALIFIED EMPLOYEE SAFETY CHECKLIST

Superintendent:
Job Location:
Date:
Inspected By:

	Yes	No
1. Emergency phone numbers posted.	☐	☐
2. First Aid/CPR certified employee on each job site.	☐	☐
A. First-aid kits available.	☐	☐
B. CPR mask.	☐	☐
C. Rubber gloves.	☐	☐
D. Haz Mat disposal bag.	☐	☐
3. Drinking water with cups available.	☐	☐
4. Toilet facilities provided or available.	☐	☐
5. Personal safety equipment in use.		
A. Hard hats.	☐	☐
B. Eye protection.	☐	☐
C. Ear protection.	☐	☐
D. Hand protection.	☐	☐
E. Foot Protection.	☐	☐
F. Clothing protection.	☐	☐

	Yes	No
6. Fuel Storage.		
A. Fuel storage area marked "NO SMOKING" Appropriate extinguisher available in area.	❑	❑
B. All fuel cans safety type-transport only.	❑	❑
7. Traffic and pedestrian control devices properly used.	❑	❑
A. Construction signs.	❑	❑
B. Proper barricades.	❑	❑
C. Traffic cones.	❑	❑
D. Flagpersons with six foot staff with red flags and orange vest.	❑	❑
E. Flagpersons properly instructed.	❑	❑
F. Flagpersons used to assist trucks and vehicles in and out of traffic.	❑	❑
8. Tools:		
A. Air tool connections secured with safety chains.	❑	❑
B. Portable electric tools provided with approved systems of double insulation and GFCI.	❑	❑
C. Extension cords are three wire type and in good condition.	❑	❑
D. Portable lights equipped with bulb guards.	❑	❑
E. Protective guards on portable saws in good order.	❑	❑
F. Ladder in good condition.	❑	❑
G. All hand tools in good condition, no cracked or splintered handles.	❑	❑

	Yes	No
9. Trucks and equipment.		
A. Parking brakes set when not in use.	❑	❑
B. Type ABC fire extinguishers available in trucks.	❑	❑
C. All horns and lights in good working order.	❑	❑
D. Seats firmly secured on vehicles used to transport Employees.	❑	❑
E. A copy of the most recent equipment inspection checklist on site.	❑	❑
F. Roll over protection and seat belts in good order.	❑	❑
G. Equipment safety chains in good order and in use.	❑	❑
H. Registration cards in all trucks.	❑	❑
I. Equipment and vehicle properly lubricated and maintained.	❑	❑
J. All drivers with valid licenses.	❑	❑
K. Back-up alarms in good working order.	❑	❑
L. Windshield void of cracks/wipers and defoggers in operable condition.	❑	❑
10. Excavation, trenching, shoring, pipe laying.		
A. Qualified person makes periodic inspections of soil conditions and shoring systems.	❑	❑
B. Effort made to locate underground installations by inspection and notification to MISS DIG 1-800-482-7171.	❑	❑
C. Excavated material stored 2 feet from edge of excavation.	❑	❑
D. Materials used for shoring in good working condition - trench box inspected for broken welds.	❑	❑

	Yes	No
E. Walls on manhole and ditch excavations more than 5 feet deep shored or sloped or otherwise protected.	❑	❑
F. Means of ingress/egress provided every 25 feet in trenches over 4 feet deep.	❑	❑
G. Warning signs posted on truck cranes and excavating equipment. Maintain minimum 10 foot clearance when working near electrical lines.	❑	❑
11. Working in confined spaces.		
A. Confined space tested for gas before entry.	❑	❑
B. Confined space ventilated with blowers before entry.	❑	❑
C. Smoking or open flame not permitted within 25 feet of confined space.	❑	❑
D. Upstream utilities tagged and locked out.	❑	❑
12. Handling and storage of materials		
A. Rigging equipment inspected at beginning of each shift.	❑	❑
B. Chains are alloy steel with permanent tag showing size, grade, rated capacity and manufacturer's name.	❑	❑
C. Material staked, raked, blocked, interlocked or otherwise secured to prevent sliding, falling or collapse during storage or transit.	❑	❑
D. Inspect hooks for stretching or twisting.	❑	❑
E. Slings in good condition and built properly.	❑	❑
13. MIOSHA safety poster displayed.	❑	❑
14. Accident report filled out promptly and completed after each accident. Phoned in to office for typing and mailing.	❑	❑
15. Safety manual on jobsite.	❑	❑

	Yes	No
16. New employees given brief orientation as to company policies.	☐	☐
17. Conduct one 10 minute safety meeting (Tool Box Talk) with crew each week. Records of topic and attendance must be turned into home office.	☐	☐
18. MSDS booklet and poster.	☐	☐

REMARKS

BAILEY EXCAVATING, INC.
HEALTH & SAFETY PLANS FOR

_____

_____

DATE: _____

TO

DATE: _____

PROJECT # _____

PREPARED BY:
BAILEY EXCAVATING, INC.
1073 Toro Drive
Jackson, MI 49201
517-750-3030

SAFETY OFFICER:
JOHN W. BAILEY

The purpose of this Health and Safety Plan is to provide the employees of Bailey Excavating and Sub Contractors with information about this project to help protect the workers on the job, and prevent any accidents or personal injuries.

All Employees and Sub Contractors must comply with Bailey Excavating's company policies, which have been previously approved by the affilated unions. Enclosed is a copy of the Company's policy.

Any questions relating to the Health and Safety Plan on this project should immedialty be reported to:

Bailey Excavating, Inc.
John W. Bailey, Health and Safety Officer
1073 Toro Drive
Jackson, MI 49201
517-750-3030

CONTRACTOR
CONCRETE QUALITY CONTROL & ADMINISTRATION PLAN

MINI ROUNDABOUT CONSTRUCTION

SPRINGPORT ROAD AT MINARD ROAD

JACKSON COUNTY, MICHIGAN

CONTROL SECTION NO. 38000
MDOT PROJECT NO. 213984

PROJECT ENGINEER: Charles Briner – Jackson CRC

April 12, 2024

DRIESENGA & ASSOCIATES, INC.
Engineering · Surveying · Testing

D&A Project # 2440336.4A

DRIESENGA & ASSOCIATES, INC.
Engineering · Surveying · Testing

3125 Sovereign Drive, Suite 9E
Lansing, Michigan 48911
Ph. (517) 977-1019
www.driesenga.com

Contractor Concrete Quality Control & Administration Plan
MINI ROUNDABOUT CONSTRUCTION
MDOT Project No. 213984

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ATTACHMENT B - Daily Concrete Field Report
ATTACHMENT C - Equipment Calibration
ATTACHMENT D - Willbee Transit-Mix Submittals (T&D Concrete Const.)
ATTACHMENT E - Corrective Action Report

INTRODUCTION

Driesenga & Associates, Inc. (D&A) has developed this plan on behalf of T&D Concrete Construction to provide contractor quality control testing services for mini roundabout construction in Jackson County, Michigan (MDOT #38000/213984). This plan was developed in order to satisfy Section 1002 of the MDOT 2020 Standard Specifications for Construction (Contractor Quality Control for Concrete).

It is our intent to utilize this plan as a guide for field forces to assure that all work performed on this project conforms to the requirements of the Plans, Specifications, and Special Provision. This plan is to set policy and procedure for all persons with quality control impact, to follow and utilize as a normal and necessary part of their duties to ensure the quality control requirements of the project are met and maintained.

DUTIES AND RESPONSIBILITIES

SUPPLIERS AND SUBCONTRACTORS

T&D Concrete Construction has retained the following suppliers/subcontractors for this project (detailed contact information is included on the Organization Chart in Attachment A):

- Willbee Transit-Mix (Concrete Supplier - T&D Concrete Construction)
- D&A (Concrete QC Testing & Administration)

QUALITY CONTROL PLAN ADMINISTRATOR

The Quality Control Plan Administrator for the overall project will be Beni Traore. Mr. Traore is certified as a Level I Concrete Technician by the Michigan Concrete Association. He is employed by D&A, and will work closely with T&D Concrete Construction, their subcontractors and applicable concrete supplier QC personnel to ensure the Quality Control procedures outlined in this plan are properly followed. Training/certification programs carried by Mr. Traore include the following:

- Bachelor's Degree in Civil Engineering, Michigan State University; Michigan Concrete Association Field Testing Technician Level I (exp. 4/15/24) *Recert Taken*; Michigan Concrete Association Concrete Construction Inspector; Michigan Certified Aggregate Technician Level I (exp. 4/30/26); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 5/31/26); ACI Concrete Strength Testing Technician (exp. 5/24/26).

Mr. Traore's duties will include the following:

A. Implementation of the Quality Control Plan.
B. Monitor testing procedures to assure conformance with project testing requirements.
C. Coordinate and monitor the work of the Quality Control Technicians.
D. Communicate with T&D Concrete Construction, their subcontractors and applicable concrete supplier QC personnel regarding any quality related issues.
E. Distribute the Quality Control Plan to all persons that have an effect on the quality of the work performed.
F. Document any deficiencies, implement corrective procedures to resolve the deficiencies, and implement procedures to prevent a reoccurrence of the deficiencies.
G. Submit daily carbon copy Quality Control Test & Corrective Action reports on site to the project engineer's representative (example of daily report provided in Attachment B).
H. Distribute compression strength results to the Department's Engineer in a timely matter following compression strength testing.

QUALITY CONTROL TECHNICIANS

The Quality Control Technicians that may be involved with this project are all employed by D&A, and include the following (hard copy certifications available upon request):

Corey Sears:	Michigan Concrete Association Field Testing Technician Level I (exp. 4/15/25)/Concrete Construction Inspector; ACI Concrete Strength Testing Technician (exp. 3/17/27); Michigan Certified Aggregate Technician (exp. 5/31/26); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 4/30/26).
Jacob Macy:	Michigan Concrete Association Field Testing Technician Level I (exp. 4/15/24)/Concrete Construction Inspector *Recert Scheduled*; Michigan Certified Aggregate Technician (exp. 4/30/27); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 4/30/27).
Chris Lossie:	Michigan Concrete Association Field Testing Technician Level I (exp. 4/15/25)/Concrete Construction Inspector; ACI Concrete Strength Testing Technician (exp. 5/24/26); Michigan Certified Aggregate Technician (exp. 3/31/27); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 2/28/27).
Cody Butler:	Michigan Concrete Association Field Testing Technician Level I (exp. 4/15/24)/Concrete Construction Inspector *Recert Taken*; Michigan Certified Aggregate Technician (exp. 4/30/27); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 3/31/28).
Eric Morris:	Michigan Concrete Association Field Testing Technician Level I (exp. 4/15/24)/Concrete Construction Inspector *Recert Scheduled*.
Ben VanDyke:	Associates Degrees in Building Construction Technology/Civil Engineering Technology, Ferris State University; Michigan Concrete Association Field Testing Technician Level I & II (exp. 4/15/26)/Concrete Construction Inspector; Michigan Concrete Association Super Air Meter Training; Level II Michigan Certified Aggregate Technician (exp. 5/31/24) *Recert Scheduled*; Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 3/31/29); Michigan Certified Bituminous Laboratory Technician (exp. 4/30/25).
NOTE:	*If personnel other than the above listed technicians arrive to perform testing on the project site, the technician will have all applicable certification information with him/her for review by the engineer's representative.*



The duties of the technicians will include the following:

- Assure conformance to the Quality Control Program.
- Immediately report deficient work to the Quality Control Plan Administrator.
- Prepare a Daily Inspection Report.
- Inspect all materials delivered to the project site.
- Perform all quality control tests required by the contract at the given frequency rates.
- Report all tests performed on-site to the project foreman and/or the Project Engineer in a timely manner.
- Follow the guidelines of the Quality Control Program.

TEST PROCEDURES

TEST METHODS

The following test methods will be followed by the Quality Control Technicians:

1.	ASTM C31	Making and Curing Concrete Test Specimens in the Field
2.	ASTM C39	Compressive Strength of Cylindrical Concrete Specimens
3.	ASTM C78	Flexural Strength of Concrete Using Simple Beam w/ Third Pt. Load
4.	ASTM C138	Unit Weight, Yield and Air Content (Gravimetric) of Concrete
5.	ASTM C143	Slump of Hydraulic Cement Concrete
6.	ASTM C172	Sampling Freshly Mixed Concrete
7.	ASTM C173	Air Content of Freshly Mixed Concrete by the Volumetric Method
8.	ASTM C231	Air Content of Freshly Mixed Concrete by the Pressure Method
9.	ASTM C293	Flexural Strength of Concrete Using Simple Beam w/ Center Pt. Load
10.	MTM 205	Consolidation Method of Concrete Cylinder Test Specimens
11.	MTM 207	Michigan Test Method for Testing Concrete

EQUIPMENT/CALIBRATION

All field technicians will be equipped with a concrete thermometer, unit weight bucket, platform scale, slump cone, air meter (pressure), plastic 6" x 12" or 4" x 8" cylinder molds (dependent on aggregate size), and fiberglass or steel beam molds (when applicable). All equipment will be kept clean and in good working condition. The air meters are cleaned and calibrated annually, either in-house or by the manufacturer, and the meters are verified at minimum every 3 months in-house with a known standard to ensure accurate test results are recorded. The platform scales are calibrated annually by a qualified third party. Calibration stickers are placed on the equipment showing the date of calibration. See Attachment C for calibration procedures.

SAMPLING/TESTING

The first truck on-site for each day's pour or separate mix design will be tested for air, slump, temperature and unit weight to verify that it is in accordance with project specifications. Correlation between QA & QC will also be performed to verify air content within 0.8% correlation. If correlation exceeds the specified, a project independent 3rd party will verify. Out of range equipment will be calibrated on-site or replaced. No concrete will be placed until test results are satisfactory to the specifications. Testing will continue with these tests performed hourly at a minimum as well as monitoring the random tests that will be required to mold compressive strength cylinders. The Quality Control Technician will also perform QC sampling and testing of the fresh concrete for air content loss (slipform or pumped), for verification that less than 1.5 percent air content is lost between chute discharge and point of placement (see corrective action for req. frequency). With exception to correlation and single load placements, the QC sampling and testing will be random and independent from the Department's QA sampling and testing. For single load placements, QC will have the ability to make any adjustments necessary prior to QA acceptance testing.

DAILY PRODUCTION LOT SIZES

A lot will not include more than one grade of concrete. Lots will not be compiled if the concrete is the same grade but having different JMFs with different specified slump or air content. Lots will only be compiled based on the exact JMF for the grade of concrete. Lot size will consist of one lot for each pour per day for critical and non-critical concrete. The sampling rate will be one sample (sublot) per 50 cubic yards, with a minimum of one sampling (sublot) for each day of production. Each day of production will be a separate lot regardless of samples cast during the day. One sublot will justify a single lot when applicable based on daily production. Samples will be randomly collected within the designated yardage quantity and field tests will be performed. If field tests for slump, air content, and temperature are within project specifications, two (2) QC cylinders per 50 cyd of production will be made and properly stored on-site for a minimum of 8 hours after final set before transporting to our laboratory for final curing and compressive strength testing. If field tests are not within specifications, corrective action will be performed (see corrective action section for details). Testing, handling, protection, initial curing and transportation will be performed in accordance to AASHTO T23 & ASTM C31. *When daily production is projected to exceed 250 cyd, random sampling will be performed by QC personnel and a total of 5 sets of cylinders will be cast for the day's production.*

CYLINDER/BEAM TESTING

Adequate protection of the test cylinders and beams will be provided for initial curing in the field. Insulated coolers that are capable of being padlocked, maintaining adequate protection and proper initial curing environment (filled with water in warm weather applications) will be provided to the Department's representative.

Once initial curing has been completed, QC test cylinders will be transported to D&A's laboratory located at 3125 Sovereign Drive, Lansing Michigan, where they will be removed from the plastic molds and properly labeled with the pour date and project location. The cylinders will be placed in a temperature-controlled cure facility for final curing in accordance with ASTM C511. The QC cylinders will be tested for compressive strength by MCA certified personnel at D&A's laboratory. The compression machine is calibrated on an annual basis by an independent third party (proof of calibration for D&A's compression machine is included in Attachment C).

EARLY STRENGTH TEST METHODS

Early strength test methods will be utilized to monitor construction equipment loading and early open to traffic and regular traffic per MDOT Standard Specifications for Construction subsections 104.11 and 1002.03.G. Early strength QC cylinders or beams will be cast at the request of the contractor. For structure concrete, 6" x 12" or 4" x 8" cylinders (dependent on aggregate size), will be cast for determination of in-place strength. For pavement concrete, beam molds will be cast for determination of open-to-traffic. Beams will be cured in a manner to accurately represent the application (sprayed with curing compound, under blankets, cover with plastic or buried in sand, etc.). Early break QC cylinders will be molded and cured in a manner to accurately represent the application. Methods used to cure the cylinders will consist of covering with insulated blankets or placing them on-site in a cure box (cold weather) and covering with wet burlap in a shaded location or unsubmerged in a water tub (hot-weather). The Engineer or Department's representative will be given the opportunity to witness the early breaks at D&A's laboratory or flexural strength testing of beams at the project site. Flexural strength results will be verbally relayed to the Department's site representative and documented on MDOT's 1160 form to be filed with the Concrete Field Test Report for the applicable day. Also, if requested, the early break QC cylinders/beams will be left on-site for the Department's representative to collect and test in Department's laboratory or for flexural strength at the project site. In conjunction with the compression machine, the beam breaker is calibrated on an annual basis by an independent third party (proof of calibration for D&A's compression machine and beam breaker are included in Attachment C).

TEST PROCEDURES – PATCHING (P-NC)

(When Applicable)

All field technicians will be equipped with a concrete thermometer, unit weight bucket, platform scale, slump cone, air meter (pressure), and plastic beam molds (a minimum of 6 beam molds will be provided at the start of each day's pour). Testing will be performed hourly for verification of conformance to the approved JMF. Beams will typically be cast on the final load, dependent on daily quantity whether beams will also be cast during production. The test beams will be placed and cured along with the application for initial curing in the field. Once initial curing has been completed, flexural strength testing will be performed by D&A personnel at the project site. Calibration of D&A's beam breaker is performed annually, and a sticker will be located on the machine to verify the applicable information.

CONTRACTOR SPECIFICS

SCHEDULING

Contractor will be responsible for coordination and scheduling in advance of 24 hours of placements to provide adequate mobilization time of QC and QA personnel.

PLACEMENT METHODS

Dependent on application, concrete will be placed by either concrete bucket, pump truck or discarded directly from the chute of the concrete truck.

Structure consolidation will be performed manually with concrete vibrators by qualified personnel with extensive training in consolidation methods. When applicable, the contractor will monitor and continuously verify the consolidation rate of the paving equipment either by manual check or equipment gauge.

Depth checks will be performed by the contractor at a rate and frequency per specifications.

Reinforcing steel and dowel bar placement (when applicable) will be continually monitored by the contractor.

Finishing and curing procedures will be performed by the contractor in accordance with:

- Curb & Gutter, Spillway, Valley Gutter – 802.03.F, 802.03.H & 602.03.M
- Pavement & Pavement w/ Integral Curb – 602.03H, 602.03M & 20SP-602E-01

Ride Quality Control – See Paving Contractor's submittal when applicable.

HOT WEATHER/COLD WEATHER CONSIDERATIONS

Hot and cold weather construction provisions will be performed by the applicable contractor in accordance with MDOT standard specification 602.03T, 603.03.B, 706.03, 802.03I.

COLD *- Methods implemented to protect the concrete from freezing may include varying the time of placement, covering the concrete with plastic or insulated blankets. If the local average minimum temperature in the next 10 consecutive days is forecast to be below 40 degrees Fahrenheit, a revised QC plan will be submitted for the Engineer's approval to address the changes in materials, batching and mixing processes, construction methods, curing, and protection of the in-situ concrete to ensure that the quality of the concrete will not be compromised by cold weather.* ***HOT*** *- Methods implemented may include one or more of the following: varying the time of placement, watering of the stockpiles, use of a water chiller and the introduction of ice or dry ice into the water tank of the concrete plant. Suspension will occur if temperature cannot be controlled.*

CONCRETE SUPPLIER SPECIFICS

Attachment D contains the following information for the applicable concrete suppliers:

- Concrete Mix Designs & JMFs
- Verification for Non-Deleterious Alkali-Silica Reactivity
- Aggregate Stockpile Management Procedures
- Individual and Combined Aggregate Targets (when applicable)
- Concrete Plant Specifics
- Concrete Production Facilities Inspections and Certifications
- Raw Materials Certificates

ALLOWABLE ELAPSED TIMES

PER SECTION 1001 OF THE 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION

Table 1001-1
Time Between Charging Mixer and Placing Concrete

Type of Unit	Concrete Temperature (ASTM C1064/C1064M)		
	<65°F	65°F - 85°F	>85°F
Open Top Trucks (a)	60	45	30
Open top Agitating Units (a)	60	60	30
Closed Top Agitating Units and Truck Mixers	90	60	45
Truck Mixers and Closed Top Agitating Units with Concrete Containing Water-Reducing Retarding Admixture (b)	120	90	70

(a) Not allowed for structural concrete.
(b) Superstructure concrete must meet the time limits for closed-top agitating units and truck mixers.

DEFICIENCIES REPORTING

When test results indicate that concrete does not comply with the project Special Provisions or approved concrete JMF, immediate notification will be provided to the Contractor, Concrete Supplier, and Project Engineer. Deficient concrete will not be accepted by the Quality Control Technician. When a load that has been tested as part of the QC does not meet specifications, field corrective action will be performed. The next truckload will be sampled and tested for temperature, slump and air content to determine if batch plant adjustments are necessary. If adjustments are necessary, corrective action will be taken by the supplier to make any adjustments necessary to accommodate project specifications. If the load cannot be adjusted to project specifications within the allowed timeframe, concrete will be rejected by the Quality Control Technician. D&A personnel will be in close contact with the QC staff of the concrete supplier to ensure that all necessary adjustments are made prior to continued batching. All corrective action taken will be documented on the form included in Attachment E.

TABLE 1

ACTION & SPECIFICATION LIMITS – DAILY PRODUCTION

Quality Characteristic	Action Limits	Specification Limits
Air Content (%)	<6.0 or >8.0	<5.5 or >8.5
*Air Content Suspension/Rejection Limit (%)		<5.0 or >9.0
Air Content Loss (%)	>1.0	Greater than 1.5
Concrete Temperature (°F)	<50 or >85 @ placement	<45 or >90 @ placement
Slump MAX (inches)	0.5" less than JMF MAX	Per Approved JMF
Unit Weight/Yield (%)	+/- 2.0%	N/A
Aggregate Gradation	JMF Zone Boundary	Operating Zone Boundary

**QA sampled results between 5.0% to 5.4% and 8.75% to 9.0% will be accepted and placed without any adjustments. QA sampled results below 5.0% and exceeding 9.0% will be rejected by QC upon notification from QA and operations will be suspended until following loads verify adequate corrective action. QC will generate consistency with appropriate adjustments maintaining the air content within a range of 5.5% to 8.5%.*

CORRECTIVE ACTION

AIR CONTENT

If the tested air content in the concrete is outside the Action Limits stated in Table 1, the Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the plant operator may decide if adjustments to the quantity of air entrainment admixture are necessary. Air content testing will be performed on the subsequent load to verify and ensure that adjustments are satisfactory and remain within the Action Limits.

If the air content is below the Specification Limits stated in Table 1, the Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the amount of air entrainment admixture can be adjusted at the production plant accordingly. The tested load will be adjusted with additional air entrainment and remixed on-site prior to being retested for verification and acceptance prior to placement. If continued adjustments are made on-site due to continued low air content test results, and the air content cannot be adjusted to within the Specification Limits prior to the maximum acceptable time between batching and discharging has expired, the load will be rejected.

If the air content is above the Specification Limits stated in Table 1, the Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the amount of air entrainment admixture can be adjusted at the production plant accordingly. Placement will be halted until adjustments are made at the production plant and additional testing on the subsequent load verifies that the air content is within the Specification Limits. The load containing the concrete with air content exceeding the Specification Limits will be retested periodically prior to the maximum acceptable time between batching and discharging has expired. If the air content on the load in question falls within the Specification Limits, the concrete will be placed. If the air content fails to fall within the Specification Limits, or if the maximum acceptable time has been exceeded, the load will be rejected.

The Quality Control Technician will perform QC sampling and testing of the fresh concrete for air content loss (slipform or pumped) under the following circumstances: at a minimum frequency of daily, whenever the concrete pump is relocated (where applicable), or whenever there is a significant change in boom angle of the concrete pump during placement. Concrete

will be sampled and tested on a representative haul unit immediately after discharge, prior to the paver or placement in the pump hopper (where applicable). The same haul unit will be sampled and tested again after the paver has passed, or after discharge from the pump (where applicable). If the difference in measured air content between the two test locations for the same concrete is greater than 1.5 percent air content by volume of concrete, the Quality Control Technician will immediately notify the pump/paver operator, supplier's QC staff or plant operator along with the Contractor and Engineer, and work will be suspended while the problem is assessed. Work will continue when all necessary adjustments are made to the operation and the tested air loss is below 1.5 percent.

SLUMP

If the tested slump in the concrete is outside the Action Limits stated in Table 1, the Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the plant operator may decide if adjustments of the quantity of water content is necessary. Slump testing will be performed on the subsequent load to verify and ensure that adjustments are satisfactory and remain within the Action Limits.

If the slump is below the Specification Limits stated in Table 1, the Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the amount of water content and other proportions can be adjusted at the production plant accordingly, ensuring no changes to the water/cement ratio. Adjustments will not be made on-site if concrete has already been placed. If no concrete has been placed, the tested load will be adjusted with additional water only once and remixed on-site prior to being retested for verification and acceptance prior to placement. If the slump cannot be adjusted to within the Specification Limits prior to the maximum acceptable time between batching and discharging has expired, the load will be rejected.

If the tested slump is above the Specification Limits stated in Table 1, the load will be rejected. Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the amount of water can be adjusted at the production plant accordingly. Placement will be halted until adjustments are made at the production plant and additional testing on the subsequent loads verifies that the slump is within the Specification Limits.

TEMPERATURE

If the tested temperature in the concrete is outside the Action Limits stated in Table 1, the Quality Control Technician will immediately notify the supplier's QC staff or plant operator so that the plant operator may decide if an adjustment to the temperature of the mix water is necessary (by whatever means capable by the supplier).

If the tested temperature is outside of the Specification Limits stated in Table 1, the load will be rejected. Quality Control Technician will immediately notify the supplier's QC staff or plant operator and work will be suspended until corrective adjustments are made to bring the concrete temperature to within the Specification Limits.

AGGREGATE – ***See concrete supplier submittal for detailed info when applicable***

Sampling and testing of aggregate as part of QC for Optimized Aggregate Gradations for Portland Concrete Cement will be performed by a Michigan Certified Aggregate Technician (MCAT) in accordance with section 3.09 of the MQAPM. Aggregate will be sampled and tested by the supplier, a consultant hired by the supplier, or if applicable, the Quality Control Technician. Aggregates will be tested, at a minimum, prior to initial startup, during stockpiling and randomly during each day of production.

If the tested gradations are outside the Action Limits Boundary stated in the Supplier's submittal for Aggregate Blending, the applicable MCAT will immediately notify the supplier's QC staff so that they may decide if adjustments to the proportions in the combined aggregate are necessary.

If the tested gradations are outside the Operating Zone Boundary stated in the Supplier's submittal for Aggregate Blending, the applicable MCAT will immediately notify the supplier's QC staff and production will be suspended. A MCA Level II certified technician from the supplier will need to adjust the proportions in the combined aggregate and a new production gradation will be established to verify that corrective actions were successful and the combined gradation falls within the Action Limits Boundary. The new production gradation will be submitted to the Engineer for approval prior to resuming production.

NERC Performance Mixture
Lot# 24026

PURE SEED	KIND/VARIETY	GERMINATION	ORIGIN
24.57%	Turf Type Tall Fescue	93%	OR
24.51%	Creeping Red Fescue	91%	WA
[illegible]	[illegible]	[illegible]	WA
9.95%	Kentucky Bluegrass 85/80	89%	WA
9.84%	Hard Fescue	88%	WA
4.96%	Alkaligrass	93%	OR
1.47%	Inert Matter		
0.01%	Weed Seed	Noxious Weeds: NONE FOUND	
0.46%	Other Crop Seed		

TEST DATE: 2/24

Net Wt: 50 lbs.

EVERGREEN SEED SUPPLY
7325 Douglas Rd
Lambertville, MI 48144

COMPLETED JOBS

PROJECT NAME	CONTRACT	OWNER OR ENGINEER	TELEPHONE #
Leoni Township WWTP EARTHWORK/UTILITIES	$ 100,272.50	Leoni Township DPW F&V Construction	616-977-4400
Morrell St-MDOT#38000-207173 ROAD/UTILITIES	$669,801.77	City of Jackson Troy White	517-788-4160
2021 Misc. Utilities SITE WORK/UTILITIES	$ 2,544,692.24	City of Ann Arbor Theresa Bridges	734-794-6410
JPS Athletic Field Earthwork /UTILITIES	$ 1,248,492.50	CSM Group Eric Wolfe	269-491-8378
Cooley Place & Biddle-2021 CDBG EARTHWORK/ROAD/UTILITIES	$ 682,407.56	City of Jackson Troy White	517-788-4160
Blackstone WM-Randolf Brown St Earthwork/Road/utilities	$ 846,206.25	City of Jackson Troy White	517-788-4160
Blackman Place Apartments Site Work/Utilities	$ 600,815.44	Blackman Place Apts. LLC David Spayd	812-309-3923
Albion 2021 Local Streets ROAD WORK/UTILITIES	$ 1,222,813.66	City of Albion Pat Miller	517-629-5535
DWWH Watermain ROAD/UTILITIES	$ 1,393,088.95	City of Ann Arbor Igor Kotlyar	734-794-6410
Broadway WM Replacement ROAD/UTILITIES	$ 3,348,664.00	City of Ann Arbor Nicholas Bayley	734-794-6410
S. Main Street Storm Replacement Road Construction/Utilities	$ 5,954,234.00	City of AnnArbor-Wade trim Felipe Uribe	734-489-3379
Holt Schools-(3) Elementary EARTHWORK/UTILITIES	$ 1,719,796.00	Holt Schools-Granger Construction Jake Stoll	517-348-7160
Blackman Apts Eartwork/Utilites	$ 756,749.00	Cash Waggner & Assoc Davin Spayd	812-309-3923
The Reserves Eartwork/Utilities	$ 2,006,041.00	Royal American Homes, Inc. Ken Thompson	586-749-8491

CRITERIA 23:

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

See Attached

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

X Yes

_____ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

X Yes _____ No



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

Employee Classifications Ratio

Name	Class
JOHN W. BAILEY	PRESIDENT / CEO
JORDAN W. BAILEY	OPERATIONS DIRECTOR
JACOB W. BAILEY	V.P. / MANAGER
JULIE D. BAILEY	OFFICE
CHASE BATDORFF	LRAPP1
STEVE BLISS	OPRFM3
BLAKE D. BLODGETT	LRCL5H
JOSEPH BONNER	OPRREG
FRED CARPENTER II	OPRFM1
MICHAEL T CRABTREE	OPRFM1
WILLIAM J. DAVIS	OPRREG
LAURIE A. DOUBLE	LRFMN1
CHRISTOPHER EUBANKS	LRCL5-4
JEFFERY W FAIRCHILD	OPRREG
MICHAEL R HAVENS	OPRFM1
HAYDEN HUBER	YARD
JOSEPH P IRISH	OPRREG
YENQUIER R JORGE	OPRREG
JOSEPH C. KEMPLIN	OPRFM3
JAMES M KERR	LRAPP1
TRACE LAUER	OPRREG
ROBERT H LEY	OPRREG
STEVEN L. LOGAN	OPRFM3
MARK E. MAGNER	V.P. / Manager
JARED R MCKAY	LRCL5
JUAN R. MENA	LRCL5H
RHONDA M. DENNY	OFFICE
TIMOTHY C. NEVINS	LRCL5H
SAMUEL W PANCAKE	LRCL1
RAYMOND J. PANKHURST	OPRFM2
PATRICK PARKER	OPRFM1
CONNER S. PETERS	OPRREG
HEATH D. REAMS	LRCL1
TOM ROWLAND	OPRREG
TYLER RUHL	LRCL1
STEPHEN SCHULER SR	LRCL1
STEVEN M SEYMOUR	OPRREG
MATTHEW H. SHERMAN	PROJECT SUPERVISOR
TIMOTHY L SLOAN	LRCL5
RHONDA L. BLAIR	OFFICE
TRISTIN D STIERLEY	GARAGE
EDWARD T. SWARTZ	OPRREG
KIRK A SWARTZ	OPRREG
TAYLOR D THOMAS	OFFICE
DAVID R THOMPSON	MANAGER
VICTOR C VAN HORN	LRCL1
NOLAN M WAHTOLA	LRAPP1
GARY WEBB	GARAGE
CHAD WRIGHT	OPRREG
JUSTIN ZEBARAH	LRCL5-1

Key

LRAPP1 = Laborer Apprentice Level 1
LBAPP2 = Laborer Apprentice Level 2
LBAPP3 = Laborer Apprentice Level 3
LBAPP4 = Laborer Apprentice Level 4
LRCL 1 = Laborer Journeyman
LAB5APP1 = Laborer Class 5 Apprentice Level 1
LRCL5 = Laborer Journeyman Pipe Layer
LRCL5-1 = Laborer Journeyman Pipe Layer Level 1
LRCL5-2 = Laborer Journeyman Pipe Layer Level 2
LRCL5-3 = Laborer Journeyman Pipe Layer Level 3
LRCL5-4 = Laborer Journeyman Pipe Layer Level 4
LRCL5H = Laborer Foreman Head Pipe Layer
LRFMN1 = Laborer Foreman Level 1
OPRAPPRE = Operator Apprentice Level 1
OPRREG = Operator Journeyman
OPRFM1 = Operator Foreman Journeyman
OPRFM2 = Operator Foreman Journeyman
OPRFM3 = Operator Foreman Journeyman

An Equal Opportunity Employer

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

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

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - LIUNA Training of Michigan:**

LIUNA Training of Michigan
11155 South Beardslee Road
Perry, MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2024003202	***-**-3705	WAHTOLA, NOLAN	Construction Craft Laborer (0661 V1) Time-Based	4/5/2024		

Certified by the U.S. Department of Labor

Date Issued: 5/22/2024

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bailey Excavating, Inc
1073 Toro Drive
Jackson, MI 49204

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - LIUNA Training of Michigan:**

LIUNA Training of Michigan
11155 South Beardslee Road
Perry, MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI202300474[illegible]	***-**-5475	KERR, JAMES	Construction Craft Laborer (0661 V1) Time-Based	8/2/2023		

Certified by the U.S. Department of Labor

Date Issued: 4/30/2024

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Bailey Excavating, Inc.
1073 Toro Drive
Jackson, MI 49204

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI007970001 - LIUNA Training of Michigan:**

LIUNA Training of Michigan
11155 South Beardslee Road
Perry, MI 48872

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2024002538	***-**-3597	BATDORFF, CHASE	Construction Craft Laborer (0661 V1) Time-Based	4/22/2024		

Certified by the U.S. Department of Labor

Date Issued: 4/30/2024

****VOID 90 DAYS FROM ISSUE DATE****

U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

OPERATING ENGINEERS LU 324 JATF
275 E. Highland Rd.
Howell, MI 48843

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **MI015780065 - OPERATING ENGINEERS LU 324 JATF:**

OPERATING ENGINEERS LU 324 JATF
275 E. HIGHLAND RD.
HOWELL, MI 48843

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
MI2023004718		Peters, Conner	OPERATING ENGINEER (0365 V1) Time-Based	7/17/2023		

Certified by the U.S. Department of Labor

Date Issued: 4/18/2024

****VOID 90 DAYS FROM ISSUE DATE****

Barker Weber
INSURANCE AGENCY, INC.

May 30, 2024

Bailey Excavating, Inc.
1073 Toro Dr.
Jackson, MI 49201

RE: Workers Compensation – Experience Modification Rating Factor History

Dear Rhonda,

Thank you for your inquiry regarding your Workers Compensation Experience Rating Modification history. The following were developed for each rating year:

Rating Period Dates	Company	Modification Factor
06/01/2024-2025	Accident Fund Insurance Company	0.72
06/01/2023-2024	Accident Fund Insurance Company	1.00
06/01/2022-2023	Accident Fund Insurance Company	1.00

Please let us know if you have ay questions.

Sincerely,

Megan Ludwick

Megan Ludwick for:

Steve Lefere
Barker Weber Insurance
2501 Spring Arbor Rd.
Jackson, MI 49203

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name: BAILEY EXCAVATING, Inc

Street: 1073 TORO DRIVE

City: JACKSON State: MICHIGAN Zip: 49201

Industry description (e.g., Manufacture of motor truck trailers):
CONSTRUCTION

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):

OR North American Industrial Classification (NAICS), if known (e.g., 336212):

Employment Information

Annual average number of employees: 40

Total hours worked by all employees last year: 72,960

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Executive Finance
Title

517-750-3030
Phone

1/29/2024
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...

	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name BAILEY EXCAVATING, INC.

Street 1073 TORO DRIVE

City JACKSON State MICHIGAN Zip 49201

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____ ____ ____ ____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
____ ____ ____ ____ ____ ____

Employment information

Annual average number of employees 40

Total hours worked by all employees last year 85,440.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Office Manager
Title

517-750-3030
Phone

1/25/2023
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment information

Your establishment name: Bailey Excavating, Inc.

Street: 1073 Toro Drive

City: Jackson State: MI Zip: 49201

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 40

Total hours worked by all employees last year: 65,204.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Vice President
Title

Phone 517-750-3030

Date 1/31/2022

Reset

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

BAILEY EMPLOYEE
MIOSHA TRAINING
START UP MEETING
MAY 2ND, 2022

	EMPLOYEE NAME	SIGNATURE
1	Bailey - John	
2	Bailey - Jacob	
3	Bailey - Jordan	
4	Magner - Mark	
5	Bliss - Steve	
6	Blodgett - Blake	
7	Brown - Chris	
8	Carpenter - Fred	
9	Carpenter II - Fred	
10	Cochrane - Kegan	
11	Connelly - Dylan	
12	Consley - Patrick	
13	Crabtree - Mike	
14	Darnell - Tyler	
15	Davis - Billy	
16	Eubanks - Chris	
17	Havens - Mike	
18	Hughes - Hunter	
19	Irish - Joe	
20	Irving - Mark	
21	Johnson - Ryan	
22	Jorge - Yenquier	
23	Kemplin - Joey	
24	Ley - Bob	
25	Logan - Steve	
26	Mena - Juan	
27	Nevins - Tim	
28	Pancake - Sam	
29	Pankhurst - Ray	
30	Parker - Pat	
31	Peters - Conner	
32	Reddick - Z	
33	Rowland - Tom	
34	Sloan - Rodney	
35	Sherman - Matt	
36	Swartz - Ed	
37	Swartz - Kirk	
38	Whitney - Chad	
39	Wright - Chad	

5/2/2022

BAILEY EMPLOYEE
MIOSHA TRAINING
START UP MEETING
MAY 3RD, 2022

	EMPLOYEE NAME	SIGNATURE
1	Bailey - John	
2	Bailey - Jacob	
3	Bailey - Jordan	
4	Magner - Mark	
5	Bliss - Steve	
6	Blodgett - Blake	
7	Brown - Chris	
8	Carpenter - Fred	
9	Carpenter II - Fred	
10	Cochrane - Kegan	
11	Connelly - Dylan	
12	Consley - Patrick	
13	Crabtree - Mike	
14	Darnell - Tyler	
15	Davis - Billy	
16	Eubanks - Chris	
17	Havens - Mike	
18	Hughes - Hunter	
19	Irish - Joe	
20	Irving - Mark	
21	Johnson - Ryan	
22	Jorge - Yenquier	
23	Kemplin - Joey	
24	Ley - Bob	
25	Logan - Steve	
26	Mena - Juan	
27	Nevins - Tim	
28	Pancake - Sam	
29	Pankhurst - Ray	
30	Parker - Pat	
31	Peters - Conner	
32	Reddick - Z	
33	Rowland - Tom	
34	Sloan - Rodney	
35	Sherman - Matt	
36	Swartz - Ed	
37	Swartz - Kirk	
38	Whitney - Chad	
39	Wright - Chad	

5/3/2022

OSHA

21-006106802

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
STEVE BLISS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106803

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
BLAKE BLODGETT

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106804

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
FRED CARPENTER

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106805

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
FRED CARPENTER II

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106806

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
KEGAN COCHRANE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106808

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
PATRICK CONSLEY

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106809

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MIKE CRABTREE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106810

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
TYLER DARNELL

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106811

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
BILLY DAVIS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106812

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CHRIS EUBANKS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106813

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MIKE HAVENS

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106814

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
HUNTER HUGHES

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106815

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
JOE IRISH

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106816

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MARK IRVING

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106817

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
RYAN JOHNSON

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106818

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
YENQUIER JORGE

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106819

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
JOEY KEMPLIN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA

21-006106801

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MARK MAGNER

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106822

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
JUAN MENA

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106820

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
BOB LEY

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106821

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
STEVE LOGAN

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106823

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
TIM NEVINS

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106824

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
SAM PANCAKE

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106825

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
RAY PANKHURST

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106826

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
PAT PARKER

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106827

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CONNER PETERS

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106828

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
ZAITHON REDDICK

Gregory Brooks
Trainer Name

05/03/2022
Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106829

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
TOM ROWLAND

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106831

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
MATT SHERMAN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106830

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to:
RODNEY SLOAN

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106832

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
ED SWARTZ

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106833

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
KIRK SWARTZ

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106834

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:
CHAD WHITNEY

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

OSHA
Occupational Safety and Health Administration

21-006106835

This card acknowledges that the recipient has successfully completed.

10-hour Construction Safety and Health

This card issued to:
CHAD WRIGHT

Gregory Brooks — Trainer Name

05/03/2022 — Date of Issue

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

49% of our employees are local residents

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

See Attached

Bailey Excavating, Inc. / Dave Thompson

Print Firm Name/Principal

Dave Thompson

Signature/Principal

July 25, 2024

Date

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

RATE	WORK HOURS	TRAINING HOURS-CUMULATIVE
75%	0-1,000	75 Plus
80%	1,001-2,000	75 Plus
85%	2,001-3,000	75 Plus
90%	3,001-4,000	75 Plus
95%	4,0001-5,000	75 Plus
100%	5,0001	Journeyman

LABORER'S

All registered Apprentices will work in accordance with wage and training requirements.

Rate	Work Hours	Training Hours – Cumulative
75%!	0 – 1,000	75 Plus
80%	1,001 – 2,000	75 Plus
85%	2,001 – 3,000	75 Plus
95%	3,001 – 4,000	75 Plus

All percentages are calculated on the Base Rate. All fringe benefits are paid at 100%.
This language must comply with all MDOT specifications.

Class 1: Asphalt Shoveler or loader, asphalt plant misc., asphalt raker tender, burlap man, carpenters' tender, yard man, guard rail builder's tender, Earth Retention barrier and wall and M.S.E. Wall Installers Tender, Highway and median barrier installers tender (including sound, retaining and crash barriers), fence erector's tender, dumper (wagon, Truck, etc.), joint filling labor, misc., unskilled labor, sprinkler labor, form setting labor, form stripper, pavement reinforcing, handling and placing (e.g., wire mesh, steel mats, dowel bars, etc.), mason's or bricklayer's tender on manholes, manhole builder, headwalls, etc., waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning, bridge painting, etc., (spray, roller and brush), sandblasting, pressure grouting, bridge pin and hanger removal, Material Recycling Laborer, Horizontal Paver Laborer (brick, concrete, clay, stone and asphalt), Ground Stabilization and Modification Laborer, grouting, waterblasting, Top Man, and railroad track and trestle laborer, sign installer and remote control operated equipment.

Class 2: Mixer operator, (less than 5 sacks), air or electric tool operator (jack hammer, etc.), spreader, boxman (asphalt, stone, gravel, etc.), concrete paddler, power chain saw operator, paving batch truck dumper, tunnel mucker (highway work only), concrete saw operator (under 40 hp), dry pack machine, and roto-mill grounds person.

Class 3: Tunnel miner (highway work only), finishers tenders, guard rail builder, highway and median barrier installer, Earth Retention Barrier and wall and M.S.E. wall installer (including sound, retaining and crash barriers), fence erector, bottom man, powder man, wagon drill, and air track operator, curb and side rail setter's tender, diamond and core drills (per agreement between the Laborers and Operating Engineers International Union dated February 3, 1954), grade checker and certified welder.

Class 4: Asphalt raker.

Class 5: Pipe Layers, oxy-gun.

Class 6: Line-Form setter for curb or pavement, and asphalt screed checker/screw man on asphalt paving machines.

Class 7: Concrete Specialist - The Classification of Concrete Specialist shall include the finishing and troweling, of cast in place or precast concrete by any and all methods. Laborers who have the necessary skills to be classified as a Concrete Specialist and perform the work shall be paid the following wage and fringe benefit scale.

LIUNA TRAINING OF MICHIGAN

LTM

For over forty years, Construction Craft Laborers have been able to maintain, upgrade, or gain new skills by attending classes at LTM.

ONLINE TRAINING NOW AVAILABLE

WHAT DRIVES US?

OUR MISSION

LIUNA Training of Michigan (LTM) is dedicated to the development of safe, skilled, and productive Construction Craft Laborers who have the expertise and motivation to provide quality to the clients they serve, the union they represent, and the contractors who employ them. Using state-of-the-art technology combined with activity-based, student-centered learning processes, our ANSI-certified training staff is committed to mentoring and training a diverse group of apprentices and journey workers."

OPPORTUNITIES

LIUNA Training of Michigan (LTM) has the current opportunities and positions available:

There are no opportunities with LTM at this time.

WHO ARE WE?

LIUNA Training of Michigan (LTM) is a benefit fund for Laborers and Signatory Contractors in Michigan. We are a non-profit training facility that is jointly administered by management and union labor.

WHAT DO WE DO?

We provide training so that Laborers who are new to the trade can acquire the necessary skills to enter the construction industry with a degree of confidence, and experienced laborers can update their knowledge as technology and work practices evolve.

WHERE ARE WE LOCATED?

There are four state-of-the-art LIUNA Training of Michigan locations to serve the training needs of Michigan Laborers. For addresses and other site information click here.

PERRY

11155 Beardslee Road

Perry, Michigan 48872

(517) 625-4919

IRON MOUNTAIN

W-8008 South US 2

Iron Mountain, MI 49801

(906) 774-5703

WAYNE

5555 Cogswell Road

Wayne, MI 48184

(734) 729-7005

ST. JOSEPH

211 Hilltop Road

St Joseph, Michigan 49085

(517) 625-4919

Translate »


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Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

EQUAL OPPORTUNITY EMPLOYER

EQUAL EMPLOYMENT OPPORTUNITY POLICY
FOR
BAILEY EXCAVATING, INC

It is the policy of Bailey Excavating, Inc. to assure Equal Opportunity in all aspects of employment to applicants. The hiring of all employees are to treated without regard to their race, religion, sex, color or national origin, sexual orientation, gender identity, age, height, weight, marital or veteran status, arrest record or disability. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

April 5th, 2022
DATE

JACOB W. BAILEY, EEO OFFICER

An Equal Opportunity Employer

We Serve all of Jackson and Surrounding Areas

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About Us

Services

Projects

Founded by William Bailey in 1973

Bailey Excavating started as a mostly residential construction business, but later expanded to commercial sized projects.

Bailey Excavating is dedicated to providing the highest standards of quality service to their customers. They have built a reputation of excellence, by completing projects professionally, and within the scheduled timeline. All of our employees are experienced, and trained in construction safety. EOE.



Before / After



We're MDOT Prequalified

MICHIGAN PAVING

BID SHEET

DATE:

PROPOSAL FOR:

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

Ladies and Gentlemen:

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

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

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

Addendum No.	Date

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

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	1100001	Mobilization, Max $8,400.00	LSUM	1.00	8,400.00	8,400.00
2	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	6.00	200.00	1,200.00
3	4030005	Dr Structure Cover, Adj, Case 1	Ea	4.00	1,500.00	6,000.00
4	5010001	Pavt, Cleaning	LSUM	1.00	2,000.00	2,000.00

ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
5	5010002	Cold Milling HMA Surface	Syd	1,800.00	15.00	27,000.00
6	5012037	HMA, 5EML	Ton	223.66	150.00	33,549.00
7	8110110	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	Ft	48.00	20.00	960.00
8	8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	24.00	40.00	960.00
9	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	12.00	40.00	480.00
10	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	12.00	1.00	12.00
11	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50.00	11.00	550.00
12	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50.00	1.00	50.00
13	8120140	Lighted Arrow, Type C, Furn	Ea	2.00	200.00	400.00
14	8120141	Lighted Arrow, Type C, Oper	Ea	2.00	1.00	2.00
15	8120170	Minor Traf Devices	LSUM	1.00	5,000.00	5,000.00
16	8120252	Plastic Drum, Fluorescent, Furn	Ea	10.00	11.00	110.00
17	8120253	Plastic Drum, Fluorescent, Oper	Ea	10.00	1.00	10.00
18	8120330	Sign, Portable, Changeable Message, Furn	Ea	2.00	750.00	1,500.00
19	8120331	Sign, Portable, Changeable Message, Oper	Ea	2.00	100.00	200.00
20	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	500.00	2.00	1,000.00
21	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	500.00	0.50	250.00
22	8122004	Pavt Mrkg, Wet Reflective, Type NR, Paint, 6 inch, White, Temp	Ft	350.00	0.95	332.5
				TOTAL		89,965.50

TOTAL BID WRITTEN OUT:

Eighty-nine thousand, nine-hundred sixty-five dollars and fifty cents

Submitted Bid:	89,965.50

Labor Costs:	10,223.00
Materials Costs:	17,271.00
Equipment Costs:	6,356.00
Possible Change Orders:	Unknown

Bidder's Name:	Michigan Paving and Materials Company
Address:	2575 S Haggerty Rd
City, State, Zip:	Canton, MI 48188
Telephone:	(517) 204-0683
Fax:	(517) 787-5690
Email Address:	Adowning@mipmc.com
Federal ID Number:	38-1713135
Bid Signed By:	Aaron Downing Print or Type
Title:	Estimator

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

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

By _____ Its Estimator

CONTRACT COMPLIANCE

DATE: June 21, 2024

TO: All Bidders

FROM: City of Jackson

SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of $5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
PH. (610) 832-8240

BID BOND

Bond Number: 8211148-969414

KNOW ALL MEN BY THESE PRESENTS, that we MICHIGAN PAVING & MATERIALS COMPANY

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto

as Obligee, (the "Obligee"), in the penal sum of FIVE PERCENT OF AMOUNT BID

Dollars ($5%),

for the payment of which sum well and truly to be made, the Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 24-10 I-94BR (Michigan Ave) Maintenance - Dwight to Roberts

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 25th day of July, 2024.

MICHIGAN PAVING & MATERIALS COMPANY (Seal)

Principal

WITNESS/ATTEST:

By:

Name: Aaron Downing

Title:

LIBERTY MUTUAL INSURANCE COMPANY (Seal)

Surety

By:

Norm Holm, Jr., Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211148 - 969414

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron Downing, Dave Sybert, Henry Elden, John Peters, Norman Holm, Jr. , Rick Thompson, Terry Heckerthorn

all of the city of Lansing state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Michigan Paving and Materials Company , and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of January , 2024 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of January , 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25TH day of JULY , 2024 .

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITY OF JACKSON

24-10 I-94BR (Michigan Ave.) Maintenance – Dwight to Roberts

Bid Responses Due: THURSDAY, JULY 25, 2024 by 11:00:00 AM

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INSTRUCTIONS TO BIDDERS (IB)
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DETAILED SPECIFICATIONS

CITY OF JACKSON, MICHIGAN
161 W. Michigan Avenue
Jackson, Michigan 49201

June 21, 2024

INVITATION TO BID

CITY OF
JACKSON
Founded 1829

Finance Department
Purchasing Division
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4020 • Facsimile: (866) 971-2119

June 21, 2024

INVITATION TO BID

The City of Jackson will receive sealed bids for the project until 11:00:00 AM local time on THURSDAY, JULY 25, 2024 at the offices of the Purchasing Department, 161 W. Michigan Avenue, 8th Floor, Jackson, Michigan.

The work includes the following partial listing of items with approximate quantities:

0.133 MILES OF COLD MILLING AND SINGLE-COURSE HMA PAVING TO PATCH THE FAILING PAVEMENT ON THE OUTER TRAVEL LANES OF I-94BR (MICHIGAN AVE.) BEGINNING 75 FEET EAST OF DWIGHT STREET AND EXTENDING EASTWARD APPROXIMATELY 700 FEET TO THE CITY LIMITS OF JACKSON, MICHIGAN. MAJOR BID ITEMS INCLUDE COLD MILLING HMA SURFACE - 1,800 SYDS AND HMA, 5EML - 210 TONS. CONSTRUCTION ENGINEERING FOR THIE PROJECT TO BE PERFORMED BY MICHIGAN DEPARTMENT OF TRANSPORTATION STAFF.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms from the city's website at http://www.cityofjackson.org/rfq.

Bidders will be required to meet the City of Jackson's pre-qualification requirements prior to bid opening. Bidders must be pre-qualified for Bituminous (B). All contractors, both prime and sub, must be pre-qualified by MDOT.

The City of Jackson does not discriminate on the basis of race, religion or national origin, color, age, sex, height, weight, marital status, and physical or mental handicap as to: access, availability, employment, or participation in any of its programs and activities.

City of Jackson

By

Heather Ehnis, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. **PROJECT**: The work includes the following partial listing of items with approximate quantities:

   0.133 MILES OF COLD MILLING AND SINGLE-COURSE HMA PAVING TO PATCH THE FAILING PAVEMENT ON THE OUTER TRAVEL LANES OF I-94BR (MICHIGAN AVE.) BEGINNING 75 FEET EAST OF DWIGHT STREET AND EXTENDING EASTWARD APPROXIMATELY 700 FEET TO THE CITY LIMITS OF JACKSON, MICHIGAN. MAJOR BID ITEMS INCLUDE COLD MILLING HMA SURFACE - 1,800 SYDS AND HMA, 5EML - 210 TONS. CONSTRUCTION ENGINEERING FOR THIE PROJECT TO BE PERFORMED BY MICHIGAN DEPARTMENT OF TRANSPORTATION STAFF. ALL CONTRACTORS, BOTH PRIME AND SUB, MUST BE PRE-QUALIFIED BY MDOT.

   The scope of this work shall include all labor, equipment and materials necessary to complete this project according to the specifications listed in the contract documents. All labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

2. **PROPOSALS**:

   a. Proposals are to be submitted on the forms attached. They should be submitted to the Purchasing Agent, City of Jackson, as provided in the Invitation for Bids in a sealed envelope marked "**24-10 I-94BR (Michigan Ave) Maintenance – Dwight to Roberts**".

   b. Proposals, affidavits, certificates and all appendices must be fully and properly filled out and executed.

   c. Proposals must be bid on a unit price basis as applied to the estimated quantities. Where errors of extension of totals are made, the unit price bid multiplied by the estimated quantity shall govern. The preliminary estimates of quantities indicated, although given with as much accuracy as possible, are to be regarded as approximately only, and are given for the general guidance of the bidders and as a basis upon which the different proposal may be compared. The City reserves the right to increase or diminish any or all of these quantities within reasonable limits and the Contractor will be paid for the actual work completed and accepted by the City at the prices stated in his Proposal.

   Upon the discovery of an obvious error in a bid document that could result in a change in the amount of a bid, the staff of the Purchasing Department shall contact the bidder in writing and advise the bidder that it has seven working days from the date of the letter to correct the error. This correction shall be in writing directed to the Purchasing Agent and shall be postmarked no later than seven working days from the date of the letter referred to in the first sentence of this paragraph.

If no correction is received in a timely fashion, then the Purchasing Agent shall reject the bid. If a correction is received and the Purchasing Department deems the same to be appropriate and proper in every way, the Purchasing staff shall attach same to the original bid document and shall then proceed to tabulate the bids as corrected.

d. Proposals may be withdrawn up to the time for opening bids announced in the Invitation for Bids. Proposals shall remain in effect for 120 days after opening.

e. Each bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to have compared the site with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his work. No allowance or extra consideration on behalf of the Contractor shall be allowed by reason of error, negligence, oversight, or carelessness on the part of the Contractor.

f. The City may request of any bidder evidence of experience performing the work being bid and may require information on financial status and equipment available for the project.

g. Each bidder shall indicate on page 12 of the Proposal Forms the name, address, and a complete description of work to be performed by each subcontractor on this project. All subcontractors must be approved by the City and must meet the same requirements of the successful bidder.

h. On contracts that have two or more divisions, proposals that offer a percentage deduction if a single bidder is awarded more than one division will be considered provided that the deduction is clearly identified in the proposal.

3. **BID SECURITY**: All Proposals must be accompanied by a certified check made payable to the order of the City of Jackson in the amount of 5% of the aggregate bid total. Bid bonds with authorized surety companies as sureties and of like amount may be substituted for certified checks at the option of the bidder. Such bid bonds must be run to the City of Jackson, Michigan.

All proposals submitted without bid security will be returned to the bidder unread.

The bid deposit of all except the three (3) lowest bidders will be returned within (3) days after the opening of bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after Contract and required bonds have been finally approved by the City.

4. A. **EQUAL EMPLOYMENT OPPORTUNITY**: All bidders shall complete the Equal Employment Opportunity Certification, Certification of

Nonsegregated Facilities, and Non-Collusion Affidavit, found in Section P of the Proposal Forms.

B. This project is financed in part by Federal Funds and is subject to various federal requirements. Bidders' attention is called to the following forms which are a part of the Proposal:

i) Equal Employment Opportunity Certification;
ii) Certificate of Nonsegregated Facilities;
iii) Non collusion Affidavit;
iv) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

C. The successful bidder(s) will be bound to meet further requirements set forth in the following documents contained herein:

i) Equal Opportunity Clause (EO11246);
ii) Standard Federal EEO Construction Contract Specifications;
iii) Section 3 Clause;
iv) Federal Labor Standards Provision;
v) Minimum Wage Determination;
vi) Clean Air and Federal Water Pollution Control Act

5. **AWARD**:

A. If the contract is over $50,000, then the City Council will be advised of the bids received and receive staff recommendations on award. Award of contract, if any, will be made to the single lowest responsible bidder for the entire scope of the project. Provided however, the City Council has the authority to reject any and all bids, and to accept or recommend the acceptance of other than the lowest responsive bid when the public interest is served thereby, and such action is in the best interest of the City.

B. The City Council reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.

6. **CONTRACT**:

A. If the awarded contract is $50,000 or greater, the following bond requirements will apply:

Contractor shall, within ten (10) days of notice of award, provide City at Contractor's expense with three bonds using the forms attached hereto (B-1 through B-7):

(1) A performance bond executed to the City, to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work;

(2) A Labor and Material Payment Bond to be executed to the People of the State of Michigan and the City of Jackson, to be in the amount of one hundred percent (100%) of the full contract price, and to be conditioned on the payment of all labor and materials used in the work and for the protection of the City from all liens and damages arising therefrom, as required by Act 213 of the Public Acts of Michigan of 1963, as amended; and

(3) A Maintenance and Guarantee Bond in a minimum amount of twenty five percent (25%) of the contract price.

All bonds shall be signed by the contractor and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Jackson and filed in the office of the City Clerk.

B. Within 10 days of notification of award, the Contractor must provide certificates of insurance evidencing insurance coverage as required by the Contract.

C. The successful bidder will be required to sign a contract in three counterparts in substantially the form provided with this bid packet. Failure to do so within 10 days of Notification of Award will result in forfeiture of the bid security.

D. The Contractor will be provided with Notification to Proceed upon completion of the steps in this paragraph. The Contractor must begin work within 5 days of the Notice to Proceed.

E. Contract Documents require that all work on this project be completed by NOVEMBER 15, 2024.

7. RESPONSIBLE CONTRACTOR ORDINANCE:

This bid is subject to the Responsible Contractor Ordinance.

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

A. Price (25%)

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

B. Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five
   (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

C. Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

D. Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.

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

E. Social Equity (10%)

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

CHECKLIST FOR BID SUBMITTAL

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

X _____ PROPOSAL SHEETS – Please fill out and notarize your proposal sheets

X _____ NOTARY SIGNATURE – Please make sure that Page **P 17 of 32** and Page **P 21 of 32** are notarized.

X _____ SAMS.GOV - Please register with SAM.GOV to be eligible to work on federally funded projects. Registration is free.
https://sam.gov/content/entity-registration

Please provide your sam.gov Unique Identity Number: PJB5AFN51723 if you have received it.

PROPOSAL

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

Date: 07/25/24

In compliance with your invitation for bids dated **June 21, 2024** to perform in the City of Jackson, the undersigned, a(n)

1. individual, resident of _____
   doing business as _____
   at _____
2. partnership, consisting of _____
   and _____
   under the firm name of _____
3. corporation by the name of Michigan Paving and Materials Company
   organized and existing under the laws of the State of Michigan
   with offices at 2575 S Haggerty Rd, Canton, MI 48188
   (strike inapplicable clauses)

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# 38-1713135

(Corporate Seal, if applicable)

Name of Bidder: Michigan Paving and Materials Company

Signed By: _____ Aaron Downing

Its: Estimator

CONTRACT COMPLIANCE

CERTIFICATION

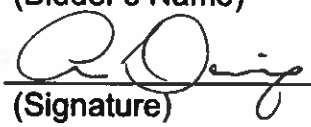
Michigan Paving and Materials Co certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual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

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

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

Dated: 07/25/24

By: Michigan Paving and Materials Company
(Bidder's Name)

By: 
(Signature)

By: Estimator
(Title)

2575 S Haggerty Rd
Address

Canton
City

MI 48188
State and Zip

NON-DISCRIMINATION CLAUSE
FOR ALL CITY OF JACKSON CONTRACTS

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

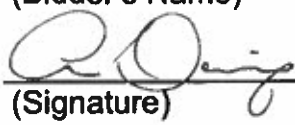
NAME OF BIDDER:	Michigan Paving and Materials Company
ADDRESS:	2575 S Haggerty Rd
	Canton, MI 48188
SIGNED BY:	
TITLE:	Estimator
DATE:	07/25/24

CERTIFICATION OF NONSEGREGATED FACILITIES

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

Dated: 07/25/24

By: Michigan Paving and Materials Company
(Bidder's Name)

By: 
(Signature)

By: Estimator
(Title)

2575 S Haggerty Rd
Address

Canton
City

MI 48188
State and Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Clinton)

Aaron Downing, being first duly sworn, deposed and says that:

1. He is Estimator of, Michigan Paving and Materials Company the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 07/25/24 By: Michigan Paving and Materials Company
(Company)

By: Estimator
(Title)

Subscribed and sworn to before me, a Notary Public, this 24th day of July, 2024.

Kyle James Bannon Digitally signed by Kyle James Bannon Date: 2024.07.24 12:07:55 -04'00'

Notary Public, Clinton County,
My commission expires: 04/16/2027

SECTION C

Subcontractors

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

Give 'Em A Brake Safety, 2610 Sanford Ave SW, Granville, MI 49418 - Traffic Control Devices

PK Contracting, Inc., 1965 Barrett, Troy, MI 48084 - Pavement Markings

Supreme Construction & Restoration, LLC. 1401 Weymouth Ct., Lansing, MI 48911 -

Structure Adjustments (DBE)

RIGHT TO KNOW
CONTRACTOR RELEASE FORM

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

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

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

Dated 07/25/24



Signature

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Aaron Downing	Michigan Paving and Materials Company
Telephone (517) 204-0683	Email Address Adowning@mipmc.com

Contract or matter pending with the City:

Jackson

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

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

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

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

Property address: _____

Property interest: _____

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

---

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution:

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

_____

_____

_____

Additional information regarding any of the above:

_____

_____

_____

_____

☑ None of the above apply.

Dated:

Signature

Subscribed and sworn to before me, a Notary Public, this 24th day of July, 2024.

Kyle James Bannon Digitally signed by Kyle James Bannon Date: 2024.07.24 12:08:41 -04'00'

Notary Public, Clinton County,
My commission expires: 04/16/2027

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

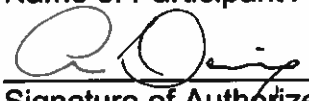
I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

Aaron Downing, Estimator

Name and Title of Authorized Representative

Michigan Paving and Materials Company

Name of Participant Agency or Firm



07/25/24

Signature of Authorized Representative — Date

☐ I am unable to certify to the above statement. Attached is my explanation.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Michigan Paving and Materials Company
2. Established: Year 1999 Number of Employees 300+
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☑ Other ☐
4. Former name(s) if any, and year(s) in business

Thompson-McCully Co. 1959-1999

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

5.1 Company Name: Jackson County Department of Transportation
Address: 2400 N. Elm Ave, Jackson, MI 49201
Phone: (517) 788-4230
Contact: Angela Kline
Type of Work: Asphalt Paving
Budget: $2,000,000+

5.2 Company Name: Clinton County Road Commission
Address: 3536 Old U.S. 27, St. Johns, MI 48879
Phone: (989) 640-1039
Contact: Jake Perkins
Type of Work: Asphalt Paving
Budget: $2,000,000+

5.3 Company Name: Kent County Road Commission
Address: 1900 4 Mile Road NW, Walker, MI 49544
Phone: (616) 242-6960
Contact: Jerry Byrne
Type of Work: Asphalt Paving
Budget: $3,000,000+

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

Signed [signature] Name Aaron Downing
Title Estimator Date 07/25/24

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

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

CRITERIA 1:	
COMPANY NAME:	Michigan Paving and Materials Company
ADDRESS:	2575 S Haggerty Rd
CITY, STATE, ZIP:	Canton, MI 48188
TELEPHONE:	(734) 397-2050
OFFICERS:	
President: Rick Becker	Email Address: RBecker@mipmc.com
Vice President: Rick Thompson	Email Address: rick.thompson@mipmc.com
Secretary: N/A	Email Address: N/A
Treasurer: N/A	Email Address: N/A
CRITERIA 2:	
How many years has your organization been in business under your present firm name? 25	
PARENT COMPANY NAME:	CRH
STREET ADDRESS:	900 Ashwood Pkwy #600
CITY, STATE, ZIP CODE:	Atlanta, GA 30338
UNDER CURRENT MANAGEMENT SINCE (DATE):	1999

CRITERIA 3:

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

MDOT Prequalification #00529

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

Operator and Laborer Apprentice Program

MDOT OJT Program

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

Yes

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

Yes

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

X NONE

CRITERIA 9:

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

X NONE

CRITERIA 10:

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

X NONE

CRITERIA 11:

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

Name:	Liberty Mutual Insurance Co. National Insurance East
Type of Coverage:	Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers Liability
Telephone:	(513) 867-3822

Are you self-insured for Worker's Compensation Insurance? Yes_____ No X

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

X____ Yes, we have a Fitness for Duty Program

_____ No, we do not have a Fitness for Duty Program

Additional Information:

Employees undergo pre-season drug screening as well as random in-season drug screenings.

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

1 year standard warranty for materials and workmanship is included

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

We will pay all craft employees that we employ on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

CRITERIA 16:

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

We acknowledge our obligation to comply with this Ordinance in each contract and subcontract.

CRITERIA 17:

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

No change orders are currently anticipated given the current project scope.

CRITERIA 18:

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

Project Manager - 5+ years experience

Project Superintendent - 20+ years experience

Project Foreman - 20+ years experience

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

MPM maintains a Quality Assurance Program that is used on each project to ensure all materials meet specifications.

CRITERIA 21:

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

Work for this project will proceed economically, efficiently, continuously and without interruption.

CRITERIA 22 (ATTACHMENT REQUIRED):

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

CRITERIA 23:

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

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

X____ Yes

_____ No

Additional Information:

Laborers Apprenticeship Program

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

_____ Yes X _____ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Approximately 10% of our workforce is located within the City of Jackson

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

See attachments for EEO Statement

Michigan Paving and Materials Company / Aaron Downing, Estimator

Print Firm Name/Principal



Signature/Principal

07/25/2024

Date

Michigan Paving and Materials & Cadillac Asphalt, LLC Handbook

This Employee Handbook contains information about Michigan Paving and Materials and Cadillac Asphalt, LLC's employment policies and procedures as well as an overview of benefits. For specific information about employee benefits, you should refer to the Plan documents, which are controlling.

The policies and procedures in this Handbook are guidelines only. The Company reserves the right to interpret and administer the provisions of this Handbook as needed. Except for the policy of at-will employment, which can only be changed in writing by the Company President, the Company has the maximum discretion permitted by law to change, modify or delete any provision in this Handbook at any time with or without notice. However, oral statements or representations cannot supplement, change, or modify the provisions in this Handbook.

Each employee should read and become familiar with the information contained in this Handbook. Failure to comply with the Company's policies or procedures may result in discipline, up to and including termination.

Nothing in this Handbook is intended to preclude or dissuade employees from engaging in legally protected activities, including those protected by the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

The provisions in this Handbook are not intended to in any way create any contractual obligations with respect to your employment.

NOTHING IN THIS HANDBOOK NOR ANY OTHER COMMUNICATION BY A COMPANY REPRESENTATIVE OR ANY OTHER EMPLOYEE, WHETHER ORAL OR WRITTEN, IS INTENDED TO IN ANY WAY CREATE A CONTRACT OF EMPLOYMENT. UNLESS YOU HAVE A WRITTEN EMPLOYMENT AGREEMENT SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, YOU ARE EMPLOYED AT WILL AND NOTHING IN THIS HANDBOOK CAN BE CONSTRUED TO CONTRADICT, LIMIT OR OTHERWISE AFFECT YOUR RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP.

This Handbook supersedes all prior versions published or distributed by the Company and all inconsistent oral or written statements.

For employees covered by a Collective Bargaining Agreement: The policies set out in this Handbook work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with the Company. Employees should consult the terms of their collective bargaining agreement. Wherever employment terms in this Handbook differ from the terms expressed in the applicable collective bargaining agreement, employees should refer to the specific terms of the collective bargaining agreement, which will control.

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General Policies

EEO POLICY

It is the policy of the Company to assure that applicants are recruited and employed, and that employees are treated during employment in regard to their terms and conditions of employment, without regard to their race, religion, sex, color, national origin, age, disability, sexual orientation, sexual identity, gender identity, pregnancy, status as a veteran, uniformed service, or any other characteristic protected by law. Such action shall include, but not be limited to: hiring, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

The Company complies with nondiscrimination requirements under Title VII of the Civil Rights Act of 1964, Vietnam-Era Veterans Readjustment Assistance Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), the Age Discrimination in Employment Act of 1967 (ADEA), Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), Uniformed Services Employment and Reemployment Rights Act (USERRA), the Equal Pay Act, the relevant State labor laws, and all other applicable statutes, ordinances, and regulations. The Company complies with affirmative action regulations under Executive Order 11246, as amended, the Vietnam-Era Veterans Readjustment Assistance Act, the Veterans Employment Opportunities Act of 1998, the Jobs for Veterans Act of 2002 and the Federal Rehabilitation Act.

The EEO Officer for our company is Radesha Williams, (734) 224-6154. She is appointed and has full responsibility of handling all matters pertaining to the EEO policy. She is responsible for implementing and administering the company's Affirmative Action Program in accordance with the requirements of the appropriate federal and/or state agencies. She will regularly report to the President of the Company concerning the state of progress, with recommendations when appropriate.

All members of the Company who are authorized to hire, supervise, promote and discharge employees, or to recommend such action, or who are substantially involved in such action are familiar with and are committed to this policy.

ANTI-HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

The Company strictly prohibits and does not tolerate unlawful harassment or discrimination against employees or any other covered persons because of race, color, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including gender nonconformity and status as a transgender or transsexual individual), sexual orientation, age, physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, [OTHER PROTECTED CLASSES RECOGNIZED BY APPLICABLE STATE OR LOCAL LAW] or any other characteristic protected under applicable federal, state, or local law.

SEXUAL HARASSMENT

All employees, other workers, and representatives (including vendors, customers, temporary employees, and visitors) are prohibited from harassing employees and other covered persons based on that individual's sex or gender and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile or offensive work environment.

The Company will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

OTHER TYPES OF HARASSMENT

The Company's anti-harassment policy applies equally to harassment based on an employee's race, color, religion, creed, national origin, ancestry, age, physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

Harassment is prohibited both at the workplace and at employer-sponsored events.

UNLAWFUL RETALIATION PROHIBITED

The Company strictly prohibits and does not tolerate unlawful retaliation against any employee, by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation for participating in any activity protected by law.

Examples of protected activities include:

- Making a good faith internal complaint with human resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes they have been sexually harassed or not paid overtime they are owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), similar state agency, or in court.
- Participating in the Company's internal investigation into allegations of harassment or discrimination.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC).
- Requesting or taking leave under the Family and Medical Leave Act or state leave statutes.
- Filing a worker's compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

COMPLAINT PROCEDURE

The Company is committed to fostering and maintaining a working environment free of harassment, discrimination, and retaliation. The Company will not knowingly allow such a condition to exist within the organization, and will conduct a prompt, impartial, and full investigation and resolution of any complaint. The privacy of individuals involved will be respected to the greatest extent possible.

Any employee who believes he/she has been subjected to harassment, discrimination, or retaliation, should promptly contact their direct supervisor, Human Resources Department, or any officer of the Company. If you don't feel comfortable discussing the problem within normal channels, you may call the Ethics & Compliance Hotline at 1-888-312-2698. You may make this report anonymously; however, by doing so you may miss the opportunity to provide information or details which might not arise during the course of an investigation based on an anonymous report.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will investigate the facts and circumstances of all claims of perceived harassment, discrimination, or retaliation and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes conduct in violation of this policy must report the conduct to the Human Resources Department so that an investigation can be made and corrective action taken, if appropriate.

The Company is committed to enforcing this policy against all forms of harassment, discrimination, and retaliation. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report the conduct, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Any employee, regardless of position or title, whom the Company determines has subjected an individual to harassment, discrimination, or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

AMERICANS WITH DISABILITIES ACT POLICY

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities. Furthermore, it is our Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures,

hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Company. Contact the Human Resources Department with any questions or requests for accommodation.

All employees are required to comply with the Company safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the Company's ADA policy.

RELIGIOUS ACCOMMODATION POLICY

The Company respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must contact the Human Resources Department to make a formal request. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

The employee's manager will work with the Human Resources department to evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment.

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons requesting a religious accommodation. Furthermore, it is our Company policy not to discriminate against qualified individuals requesting a religious accommodation in regard to application procedures, hiring advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

OPEN DOOR POLICY

The Company wishes to maintain a healthy and pleasant working environment within the workplace. If you have any dissatisfaction regarding matters that affect you in your job, we encourage you to discuss these matters with your supervisor. If possible, immediate steps will be taken to resolve the difficulty or misunderstanding. If there is something of a personal nature related to your supervisor, or a matter that you do not wish to discuss with your supervisor, you may always go directly to his or her supervisor or to the Human Resources Department.

ETHICS AND COMPLIANCE HOTLINE

One of the most critical challenges our Company faces in maintaining its success is through the prevention of loss or damage caused by unethical, illegal or fraudulent acts. Each of us shares in this responsibility and we must challenge ourselves to protect the Company.

Normally, the most direct way to report unethical, illegal or fraudulent behavior is to speak to your supervisor or a representative from the Human Resources Department. However, we realize this is not always practical. The Ethics & Compliance Hotline provides a special toll free number for employees or others who want to speak about their concern. The hotline is serviced by an independent company which provides an anonymous reporting service. This service is not intended as a substitute for speaking directly with management.

The Ethics & Compliance's toll free hotline is: 1-888-312-2698. Callers may remain anonymous, if desired, to communicate their concerns. We encourage you to use this service when necessary. It is our intention that no employee is to be retaliated against for using this hotline. Any employee who believes he or she is being subjected to retaliation should promptly report this to their supervisor or a representative from the Human Resources Department.

ZERO TOLERANCE SUBSTANCE ABUSE POLICY

PURPOSE

Michigan Paving and Materials Co. and all affiliated companies (Company) support a drug and alcohol free workplace through this zero tolerance substance abuse policy. This program is designed to comply with the Federal Highway Administration Controlled Substance Testing Regulations at 49CFR 391 and 394 et.seq., as adopted and amended by the State of Michigan in Act No. 339 of the Public Acts of 1990, the Drug Free Workplace Act of 1988, the Americans with

Disabilities Act, the Family and Medical Leave Act, and the U. S. Department of Transportation rules and regulations 49CFR, part 40 on alcohol.

This policy applies to all DOT and non-DOT Company employees and is a zero tolerance policy. Any employee who tests positive will be immediately terminated from employment.

DEFINITIONS

- Controlled Substance means, but is not limited to:
  - Marijuana
  - Cocaine
  - Opiates – Opium and Codeine derivatives
  - Heroin, hydrocodone, oxytocin, morphine
  - Amphetamines – Amphetamines and Metha Amphetamines
  - Phencyclidine – PCP
  - Synthetic Cannabis
  - Benzoids & barbiturates
- Alcohol means any alcoholic beverage or medication containing alcohol.
- Medical Review Officer (MRO) means a medical doctor (MD or DO) qualified in reviewing drug test results that are employed or used by the Company to conduct drug testing in accordance with this policy.
- TPA is the third party administrator that is used by the Company to facilitate the screening processes and random drug pulls.
- Zero tolerance means any employee who tests positive for substance abuse under this program will be terminated from employment.

BASIS FOR TESTING

All drug testing results are maintained in the employee's confidential medical record.

- **Pre-Employment**

  All candidates (CDL and non-CDL positions) who are offered a position with the company are required to take pre-employment drug screen and fitness for duty physical prior to starting employment with the company. All offers are contingent upon passing the pre-employment drug screen. Passing means that the drug screen results from the MRO are deemed negative under the program.

- **Return to Work from Temporary Layoff (not CDL return to work as defined by DOT):**

  Employees who are on a temporary layoff from the Company for 2 months are required to complete a return to work drug screen prior to returning to active duty.

- **Reasonable Cause/Reasonable Suspicion**

  A drug screen and Breath Alcohol Testing (BAT) will be required of an employee when a Company official or supervisor observes that employee acting in a manner, exhibiting signs, symptoms or behavior of a controlled substance or alcohol use. If an employee **refuses** to submit to this testing; this action will be treated as a positive test result and the employee will be **terminated**.

  Under reasonable cause situation, while an employee is awaiting test results for controlled substances; he/she will be removed from the payroll until such time as the results become available. If the test results are positive then the employee will be terminated; if the employee's test is negative then he/she will be reinstated on the payroll and receive pay for the lost hours based upon the rest of the crew.

- **Random**

  Employees will fall under one of two random programs. All personnel with a CDL will be in the DOT random program and all personnel without a CDL will be in the non-DOT random program.

  The number of tests conducted at random for controlled substances and alcohol will be in accordance with the Federal Highway Administration Controlled Substance Testing Regulations, company policy and CBA where applicable. Each year testing will be performed continuously throughout the year, and test dates will not be announced beforehand.

- **Post-Accident and/or Work-Related Injury**

  An employee who is involved in an accident may be required to provide a sample to be tested for the use of controlled substances immediately following the accident. Post-accident testing will be conducted in accordance with state and federal laws including assessing when a post-accident drug screen will be conducted.

  - If an employee is seriously injured and cannot provide the necessary authorization for obtaining hospital reports and other documents which would indicate whether there were any controlled substances in his/her system, then an explanation for the failure to obtain a urine drug screen must be documented.

  - Breath alcohol testing must be performed within two (2) hours following the accident. Reasons for not obtaining a test within two (2) hours of the accident must be documented. If an employee is involved in an accident they are prohibited from consuming any substance that contains alcohol for a period of eight (8) hours following the accident.

- DOT employees will be tested in accordance with the Federal Highway Administration Controlled Substance Testing Regulations and non-DOT employees will be tested according to company policy for CBA if applicable.

TESTING POSITIVE OR REFUSAL TO TEST

- An employee who is tested for drug or alcohol and tests positive will be immediately terminated.

- Any employee who refuses to take a drug or alcohol test under this program will be terminated. Refusal to take the test is treated the same as a positive result.

NOTIFICATION OF SAFETY SENSITIVE MEDICATIONS (PRESCRIBED AND OTC)

- Employees should avoid taking any prescribed or OTC medication that has safety sensitive side effects either prior to starting work or during working hours. If it is necessary or unavoidable to wait to take this type of medication until non-working hours; then it is the responsibility of the employee to inform his/her supervisor of the potential safety sensitive side effects of the medication. The supervisor is responsible to assess and determine if the employee can perform his/her work safely while taking the medication with safety sensitive side effects with or without an accommodation.

- Employees SHOULD NOT discuss any private medical conditions when reviewing side effects of current medication.

***It is a violation of this policy to take a prescription medication that is not issued to you. Use of Medical Marijuana is also treated as a violation of this policy.**

TESTING PROCEDURES

All testing procedures for controlled substances will be handled in accordance with the Substance Abuse and Mental Health Services Administration and Department of Transportation regulations.

Any employee refusing to be tested will be terminated. Specimens taken will be sent to a laboratory selected by the Company and the TPA, which is certified by the Substance Abuse and Mental Health Services Administration and Department of Transportation.

All testing procedures for alcohol will be conducted by a BAT (Breath Alcohol Technician) using breath-testing devices on the NHTSA (National Highway Traffic Safety Administration) CPL (Conforming Products List). A confirmatory test will be performed 15-20 minutes after the first test. A positive test is 0.02% BAC (breath alcohol concentration) and above. In the event of an accident the Company may utilize a law enforcement officer to perform post-accident alcohol testing provided the breath alcohol test is conducted

with an EBT (evidential breath testing) device on the NHTSA CPL. **The employee is required to contact his/her manager immediately with the officer's name, badge number, and the telephone number.**

All employees will be compensated for the time lost while being tested for drugs and/or alcohol if the test is returned indicating a negative result.

NOTIFICATION OF TEST RESULTS

- **Positive Test Result**

  If an employee's test is positive, the employee will be contacted by the MRO to discuss any possible prescription medication or other possible reasons for the test to be positive.

  The employer will be notified of a positive test result after the investigation by the MRO is complete and the MRO is satisfied that the test is positive. If the investigation results in the MRO finding the test to be a non- positive, then the employer will receive notification of a negative test result.

  A test will be considered positive if an employee is taking an unauthorized prescription that causes the test to show positive results for the drug screen.

- **Negative Test Result**

  A negative test result will be sent directly to the employer using the confidential HR fax or by confidential e-mail to the HR department. All test results are treated as confidential and maintained in the employee's medical file

Payroll Practices and Compensation

EMPLOYMENT CATEGORIES

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Company. Termination decisions for employees covered under a collective bargaining agreement will be made subject to that agreement.

Employees are placed in one of the following classifications:

- **REGULAR FULL-TIME** – Those employees who are regularly scheduled to work a minimum of 30 hours per week Generally, regular full-time employees are eligible for the Company's benefit programs, including 401(k), subject to terms, conditions and limitations of each benefit program. Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

- **SEASONAL FULL-TIME** – Those employees who are regularly scheduled to work the Company's full-time schedule, but also may be subject to periodic layoff periods due to work slowdowns and then may be subject to recall. Generally, they are eligible for the Company's benefit programs, including 401(k), subject to terms, conditions and limitations of each benefit program. Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

- **SEASONAL CONSTRUCTION EMPLOYEES** – Those employees who are regularly scheduled to work the Company's full-time schedule, but also may be subject to periodic layoff periods due to work slowdowns and then may be subject to recall. Generally, they are eligible for the Company's benefit programs, including 401(k), subject to terms, conditions and limitations of each benefit program. Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

- **PART-TIME** – Those employees who are regularly scheduled to work fewer than 30 hours per week, but at least 1,000 hours per year. They are not eligible for the Company's benefit programs with the exception of 401(k), vacation, holiday pay, sick hours and bereavement pay, which will be prorated based on the provisions of the applicable policies.

- **TEMPORARY** – Those employees who are hired as interim replacements to temporarily supplement the workforce or to assist the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain the status unless and until notified of a change. Temporary employees are not eligible for the Company benefit programs.

- **CO-OP/INTERN** – Those employees who are hired on an interim basis through educational institutions and receive credit for working at the Company. Co-op or interns are not eligible for the Company benefit programs with the exception of holiday pay if a holiday falls during the time they are actively working. Should a co-op or intern be hired full-time once they have completed their education, they will receive credited service for time worked.

WORKWEEK AND BUSINESS HOURS

The Company's normal workweek is seven days, Sunday at 12:00 AM through Saturday at 11:59 PM. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects. Employees will receive their specific work schedule from their direct supervisor.

PAYDAY

Employees are paid weekly on Thursday for the pay period that ends on the previous Saturday. If a particular payday falls on a weekend or holiday, employees normally will be paid on the last business day before the weekend or holiday. Employees enrolled in direct deposit will have their pay deposited in their designated account on payday. For all other employees, pay checks will be mailed to the employee's home address on file. If you do not receive your direct deposit or pay check, notify the Payroll Department immediately.

PAYCHECK ERRORS

If you believe we have made an improper deduction or you have been paid incorrectly, please contact the Payroll Department. If an inquiry reveals that an improper deduction has been made or you have been paid incorrectly, you will be reimbursed and the Company will take steps to avoid any such future errors. Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, please inform the Payroll Department who may request a payment plan through payroll deduction.

PAYROLL DEDUCTIONS

The Company is required by law to make certain deductions from your pay each pay period, including:

- Federal and state income taxes.
- Social Security (FICA) taxes.
- Deductions required by wage garnishment or child support orders.

The Company may also deduct from your pay your portion of health/dental/vision, and/or other insurance premiums you have elected, and contributions to a 401(k) plan.

All deductions from your pay will be identified on your pay stub. If you have questions about any deductions from your pay or if you believe improper deductions have been made, you should report your concern to the Payroll Department immediately.

RECORDING HOURS WORKED FOR NON-EXEMPT EMPLOYEES

Non-exempt employees should accurately report the time they begin and end their work, as well as the beginning and ending time of each meal period. Employees are prohibited from working "off-the-clock."

Time worked includes not only the time the employee works at the office, but also includes time outside of the office spent on work matters. For example: attending work related training sessions, running errands for Company business, picking up parts, bank deposits, reviewing and answering business emails or taking business calls after hours. If your supervisor has authorized you to work hours outside of the office, you are responsible for ensuring the time is properly recorded on your time card.

Employees who do not accurately record all time worked, or work off-the-clock, are subject to disciplinary action, up to and including termination. Managers who instruct or imply that employees should not to record their time, or know an employee is performing work without recording the time, are also subject to disciplinary action, up to and including termination.

At no time may an employee intentionally mislead the Company about his/her attendance or the attendance of another employee. Altering, falsifying, or tampering with time records, or recording time on another employee's time records may result in disciplinary action, up to and including termination of employment.

There will be instances when employees are required to work overtime. Supervisors are expected to give employees as much prior notice where possible, based on circumstances, and employees are responsible for adjusting their work requirements to work overtime. Overtime may be worked only when authorized by the supervisor/manager. Employees who work overtime hours without prior authorization will be paid for the time worked, but will be subject to disciplinary action.

OVERTIME

All overtime work must receive the supervisor's prior authorization. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime is based on actual hours worked. Time off on sick leave, holiday, vacation leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Hours worked in excess of 40 in a workweek are paid at 1½ times the regular rate of pay, except as otherwise provided in a collective bargaining agreement

INCENTIVE/BONUS POLICY

The Company offers certain employees an incentive payout based on the Company's performance against annual objectives and each individual employee's performance. The percentage breakdown of each of those two components is subject to annual review and is at the Company's discretion. The incentive payout is not a guarantee and is subject to approval by CRH Americas Inc. and by CRH, plc. Employees who are eligible for the incentive program will be notified directly by their managers.

In order to be eligible for the incentive payout or any other bonuses offered by the Company, an employee must be employed with the Company on the day of the payout. No amount of the incentive payout or bonus is earned or accrued prior to the payout date. If an employee starts working for the Company during the previous year, their incentive payout or bonus is subject to proration in accordance with the number of months they have been employed by the Company.

Any interpretation regarding the terms of this policy are to be made by the Company at its discretion. The Company reserves the rights to modify or eliminate the incentive payout as needed to stay competitive in the market, current with industry trends, and for other business reasons, without prior notice.

LENGTH OF SERVICE

Employees who are laid off and/or not actively working for a period of six months will be permanently terminated from their employment with the Company, unless an extension of this period would be agreed upon by the company as a reasonable accommodation. Upon this termination, any Company provided benefits will cease. After any permanent termination, previous employees are welcome to apply for any open position. If rehired, previous employee will be subject to all pre-employment requirements including, but not limited to; pre-employment functional capacity tests, background check, and substance abuse screening. Additionally, previous employee's tenure with the Company will start over as with new employees, in regards to benefits, vacation and sick time, subject to policy and plan documents in force at the time of rehire

Benefits

The Company offers the benefits to eligible employees. These benefits are provided in addition to your wages and are an integral part of your total compensation. While the Company intends to provide comprehensive and competitive benefits to its employees, the Company reserves the right to modify or discontinue these policies as it determines appropriate.

Subject to the conditions and limitations of the applicable Plan documents, you may elect to participate in some or all of the Company provided benefits. Employees will be responsible for a portion of their elected health plan premiums. Please see a benefit booklet for full details on the Group Health Insurance plans, premiums costs, and other available benefit options.

All benefit plans and programs are governed by the applicable Plan documents. To the extent that any of the information contained in this Handbook, a summary plan description ("SPD"), or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases.

Company benefits may be changed, amended, or canceled at any time as allowed by law.

Employees covered under a collective bargaining agreement may qualify for different benefits. You may be referred to a union representative for more information pertaining to the benefits provided and eligibility requirements determined by the collective bargaining agreement.

COMPREHENSIVE BENEFITS

The Company recognizes the value of benefits to employees and their families. The Company supports employees by offering comprehensive and competitive benefits programs, including medical, prescription, dental, and vision coverage, as well as life insurance, short-term and long-term disability insurance, and retirement savings programs, to eligible employees. All employees are eligible for the Employee Assistance Program, whether or not they participate in other benefits. These benefits may be changed, amended, or canceled at any time as allowed by law. All benefit plans and programs are governed by the applicable plan documents. Additional information is available from the Benefits Manager.

Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

AMAT Benefit Programs Eligibility Overview – See applicable plan details or contact our Benefits Manager (Jennifer Olson) for additional information on eligibility and benefits of each plan.

- **Medical/Dental** – First Day of Calendar month following sixty (60) days of full-time employment
- **401k** – First day of the calendar month following ninety (90) days of employment. New Hires will be auto enrolled at 4% unless they opt out
- **401k Match** – First day of the calendar month following one full year of employment. CRH will match 100% on first 4% each pay period
- **Profit Sharing** – One year of service from date of hire and must be employed on the last day of the plan year. The amount is based on the profitability of CRH-AMAT.
- **Short Term Disability**
- **Long Term Disability**

Company employees that are members of a union will follow the benefit provision, if any, in the employee's collective bargaining agreement.

HOLIDAYS

The Company recognizes the following paid holidays:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- One floating holiday, the date will be determined by division management annually

The Company will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day (maximum eight hours). Eligible employee classification(s):

- Regular full-time employees
- Seasonal full-time employees (only if the holiday falls during their period of active work)

- Regular part-time employees who are projected to work at least 1,000 hours in the current calendar year. Part-time employees who are projected to work less than 1,000 hours in the current calendar year are not eligible to receive holiday pay.
- Paid co-ops and interns (only if the holiday falls during their work rotation)

The following conditions apply to the payment of holiday pay:

- If eligible nonexempt (hourly) employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time for the hours worked on the holiday.
- Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.
- To be eligible for holiday pay, employees must be actively working and must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. Employees who have an unscheduled absence the day before or after the holiday will not be paid for the holiday. Approved vacation immediately preceding or following the holiday will be considered a work day for this purpose.
- Employees are not eligible for holiday pay while on layoff.
- A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
- If a recognized holiday falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Union employees' holiday schedule may be different and the collective bargaining agreement will apply.

VACATION BENEFITS

The Company recognizes that everyone benefits from time off for rest and relaxation. Therefore, the Company grants annual vacation time to regular full-time and part-time employees. Vacation leave will not count towards the calculation of overtime pay for nonexempt employees. Vacation pay for nonexempt employees shall be calculated based on the employee's regular base rate at the time the employee takes vacation.

The amount of vacation employees receive is dependent on length of continuous service during the previous calendar year which runs from January 1 to December 31. Vacation is accrued throughout the year on a weekly basis. Increases to vacation benefit will occur the first of the year following the anniversary. Vacation must be used in the year in which it is accrued and cannot be rolled over into the following year. Any accrued, but unused vacation will be paid out

upon termination in a pro-rated amount based on how many full weeks the employee had worked during the year prior to their termination. If an employee leaves employment and then returns during the same calendar year, their eligibility for vacation benefits will be prorated based on the number of weeks actually worked during the year, less any vacation time already paid out.

The following chart sets forth the amount of vacation pay and time off employees earn. Any earned, but unused vacation will be paid out upon termination.

Length of Continuous Employment as of the beginning of the calendar year (January 1)	Benefit: Amount of Pay (Full-time employees)	Benefit: Amount of Pay (Part--time employees who are projected to work at least 1,000 hours in the current calendar year)
Less than 5 years	80 hours	40 hours
5 – 9 years	120 hours	60 hours
10 or more years	160 hours	80 hours

So, for example, an employee hired on April 1, 2013 will arrive at their 5th anniversary on April 1, 2018. They will be eligible for the increase to 120 hours of vacation on the first of the year following that anniversary, or on January 1, 2019.

New employees in their first year of employment will be eligible for a pro- rated amount of vacation for the calendar year in which their employment began. Employees do not begin accruing vacation and will not be eligible to take vacation during their first 90 days of employment. However, after their 90th day, new employees in their first calendar year of employment will be eligible for vacation as follows:

Month of hire	Benefit: Amount of Pay (Full-time employees)	Benefit: Amount of Pay (Part--time employees who are projected to work at least 1,000 hours in the current calendar year)
January	60 hours	30 hours
February	52 hours	26 hours
March	48 hours	24 hours
April	40 hours	20 hours
May	32 hours	16 hours
June	28 hours	14 hours
July	20 hours	10 hours
August	16 hours	8 hours
September	8 hours	4 hours

Vacations must be scheduled in such a way that allows each department to meet its needs. Consequently, managers or supervisors must approve all requests for vacation time. Vacation leave must be coordinated with co- workers and with management to allow work to progress without undue disruption. Employees should submit vacation requests to their supervisor with as much advanced notice as possible. Vacation that will be earned in the current year may be taken prior to being accrued with management approval. Vacation time is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Paid time off for vacation will not be counted as hours worked for the purposes of determining overtime. Seasonal construction employees who do not work year-round (52 weeks) will receive 5 days of vacation during the season. Company employees that are members of a union will follow the vacation schedule, if any, stated in the employee's collective bargaining agreement. If an employee currently has more vacation time from a previous agreement, they will keep the amount they have as of 3/19/19 or this policy, whichever is greater.

Hourly Production Based employees can opt for a payout of 50% of earned vacation. Max payout is 1 week per quarter. Construction employees can opt for a payout of all 5 days of vacation. Vacation not used or paid out in a given year is lost.

SICK TIME

The Company provides sick time following the State of Michigan Paid Medical Leave Act.

- Eligibility
  - Work on Average 25 or more hours per week
  - Normally Scheduled to work 26 or more weeks per year
    - Earn 1 hour per week normally scheduled up to 40 hours/year
  - Employees exempt from Overtime are not eligible
  - Employees covered by a Collective Bargaining Agreement follow the terms of their agreement
- Benefit
  - On Jan 1, eligible employees will receive 40 hours Paid Medical Leave
  - Newly hired employees will receive 1 hour per week for the remainder of the year (up to 40 hours)

- Paid Medical Leave Usage:
  - Employees may take paid medical leave for any of the following:
    - Physical or mental illness, injury or health condition of the employee or his or her family member
    - Medical diagnosis, care or treatment of the employee or employee's family member
    - Preventative care of the employee or his or her family member
    - Closure of the employee's primary workplace by order of a public official due to a public health emergency
    - The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency
    - The employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider
  - For domestic violence and sexual assault situations, employees may use paid medical leave for any of the following:
    - Medical care or psychological or other counseling
    - Receiving services from a victim services organization
    - Relocation and obtaining legal services
    - Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault
- Unused Paid Medical Leave does not carry over and is not paid out
- Notification to your Supervisor as soon as possible
  - Multiple consecutive days off will require documentation to be submitted within 3 business days of the first day off work
- Paid Medical Leave can be taken in 8 hour increments

Sick time is intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment. Sick time is not carried over to future years, and paid time off for sick time will not be counted as hours worked for the purpose of determining overtime.

Company employees that are members of a union will follow the sick time schedule, if any, stated in the employee's collective bargaining agreement.

EMPLOYEE REFERRAL

Our Company is always looking for exceptional employees to join our great team and feel it is important to reward individuals that identify and refer qualified candidates.

ELIGIBILITY REQUIREMENTS

- Full-Time or Part-Time regular employees are eligible to receive the referral bonus.
- **The name of the employee making the referral must be listed in the applicant's online application on the CRH Careers Website.**
- Employee making the referral and the referred employee must be employed at the time of payout to receive the bonus.
- There is no limit on the amount of applicants an employee can refer.
- All bonuses are paid via payroll and subject to applicable State and Federal withholding taxes.

PROGRAM EXCLUSIONS

- Any management official in a supervisory chain of command or other person associated and/or involved with the recruitment, rating, or selection of the candidate is not eligible to receive a referral bonus.
- Any position that is not advertised or recruited for using the CRH Careers Website (e.g. positions that are recruited directly from a union hall).

BONUS PAYMENTS

- Total bonus payment for a referred employee will be $500.00. *The Company has the right to adjust/amend this amount.
- Payments will be made as follows:
- For referred employees hired before July 1st , a bonus award of $250 will be paid on or about October 1st. Providing eligibility requirements are met, a second payment of $250 will be made on or about October 1st of the following calendar year.
- For referred employees hired on or after July 1st, a bonus award of $250 will be paid on June 1st of the calendar year following the referred employee's date of hire. Providing eligibility requirements are met, a second payment of $250 will be made on or about June 1st of the following calendar year.

RECEIVING REFERRAL PAYOUT

- The referring employee must complete the Request for Payout form and submit to the human resources department for approval no later than 30 days beyond the eligibility date to receive payment.

The North Division of CRH is a committed Equal Opportunity Employer. We are interested in all qualified referrals including those of qualified minority and female applicants.

EDUCATION TUITION REIMBURSEMENT

PURPOSE

The CRH North Division believes in the value of education, particularly in areas directly related to the business. In that regard, the division provides an Education Reimbursement Policy to support the professional development of those employees who desire to further their education and who meet certain eligibility requirements.

SCOPE

The Policy applies to full-time seasonal or year round employees who are in good standing with the Company. Employees must continue to meet job performance expectations throughout enrollment. Reimbursement under the terms of the Policy is available to employees pursuing a GED, undergraduate degree, and graduate degree.

ELIGIBILITY REQUIREMENTS

- Employees must complete one (1) year of service to participate in the Policy. For seasonal employees, periods of layoff will be applied to this requirement.
- A course or degree program must be directly related to the employee's current position or must enhance potential for advancement within the Company.
- Employee application must include a written request, endorsed by the Line of Business or Function Manager and approved by Company President.
- Classes must be offered by an accredited technical institution, college, or university.
- Educational reimbursement does not apply to training programs, seminars, or certifications programs.

APPROVAL PROCESS

- A Tuition Reimbursement Application (available on the Employee Portal) must be submitted to the Human Resources Department and must be approved by the employees Division Manager or VP prior to beginning coursework.
- Once coursework is complete, employees must submit the Request for Tuition Reimbursement form along with the grade report and proof of cost within 45 days of course completion in order to receive reimbursement.

GUIDELINES

- Individuals must be active employees of the North Division when the course begins and must still be employed when the course work is completed.
- Employees are expected to schedule class attendance and completion of study assignments outside of regular work hours. Management may limit the number of courses an employee can take if the schedule interferes with the employee's ability to perform the job.
- An employee who voluntarily or involuntarily terminates employment must reimburse the Company 100% of all reimbursement received within the prior three years of employment. Note: this does not apply to employees affected by a reduction in force, permanent disability, or death.
- If an individual is rehired by Oldcastle Materials North Division there is no reinstatement into ongoing coursework that may have been approved prior to termination or reimbursement for prior coursework.
- It is expected that employees who are approved for a degree program will maintain continuity with the coursework. If a break of more than 12 months in coursework occurs your application for continuation in the program must be re-evaluated.
- While successful completion of a course of study improves an employee's educational background, such accomplishment does not obligate the Company to reward participants with promotion, transfer, reassignment, or compensation increase.
- IRS regulations: education reimbursement of $5,250 in a calendar year may be taxable to the employee and it is the employee's responsibility to pay those taxes. Refer to IRS Publication 970, Tax Benefits for Education for more details.

GRANDFATHER CLAUSE

Employees enrolled in an approved education reimbursement program prior to the effective date of this policy (January 1, 2018) will be grandfathered under the local Company program as long as they maintain eligibility and good standing with the Company. Enrollment in an education reimbursement program after the effective date of this policy will fall under the guidelines and eligibility described above.

REIMBURSEMENT

Undergraduate Coursework:

- Employees will be reimbursed 100% for a grade of A or B (or equivalent) up to a maximum of $5,250 per year.
- Employees will be reimbursed 50% for a grade of C (or equivalent) up to a maximum of $5,250 per year.
- No reimbursement will be given for a grade lower than a C (or equivalent).
- Pass/fail courses will be reimbursed at 100% for a pass up to a maximum of $5,250 per year.

Graduate Coursework:

- Employees will be reimbursed 100% for a grade of A or B (or equivalent) up to a maximum of $5,250 per year.
- Employees will be reimbursed 50% for a grade of C (or equivalent) up to a maximum of $5,250 per year.
- No reimbursement will be given for a grade lower than a C (or equivalent).
- Pass/fail courses will be reimbursed at 100% for a pass up to a maximum of $5,250 per year.

Eligible expenses include application fees and tuition. Expenses not eligible for reimbursement include but are not limited to books, lab fees, registration, hardware, late fees, parking, repeated courses, software packages, transportation, on-line charges, supplies, or graduation fees.

SUMMARY

The adoption and maintenance of this program shall not be deemed to be a contract between CRH AMAT North Division and the employee. Nothing contained in the program shall give any employee the right to be retained by the Company or interfere with the right of the Company to terminate an employee for cause regardless of the effect that such termination will have upon the employee under the terms of this program.

Exceptions to this policy must be approved by the Company President. If you have questions regarding this policy, please contact your local Human Resources representative.

DEPENDENT SCHOLARSHIP

The Company offers an academic collegiate scholarship to the dependents of its employees.

STUDENT ELIGIBILITY

Students are eligible for the scholarship if they meet **all** of the following criteria:

- A dependent child of a full-time employee (active or temporary lay- off) who has been employed for three (3) or more years by The Company; and
- A minimum grade point average of 3.0 (on a 4.0 scale); and
- Applicant must be a graduating high school senior **or** current student at an accredited community college or four-year college/university

SELECTION PROCESS

Recipients will be selected by an independent third-party committee based solely on the application materials provided.

SCHOLARSHIP AWARD

Up to five (5) students will receive a tuition scholarship in the amount of $1,000 made payable to the recipients' educational institution of choice. Students may reapply for the scholarship on an annual basis.

TIMING

Scholarship applications are made available around the first of the year and additional details can be found on the employee portal, along with the application and instructions for submittal. Deadline for submission is around the first of May each year. Winners shall be notified by June.

Attendance and Leave

ATTENDANCE POLICY

As a company, we are committed to providing the highest level of service to our customers. In order to accomplish this, your prompt, timely and regular attendance is required.

The Company defines its attendance policy in these terms:

Absent: The failure of an employee to report during the hours he or she is scheduled to work.

Tardy: The failure of an employee to be present on the job at the time they are scheduled to begin work or report to the site.

Excused Absence: This occurs when an employee notifies his or her immediate supervisor of an upcoming absence for an acceptable reason such as illness, personal or family emergency, vacation, or the like. The supervisor must give the employee permission to be absent for it to be considered "excused." On rare occasion, exceptions are permitted when advanced notification does not occur (i.e.: unforeseen hospitalization).

Unexcused Absence: This is defined as an employee's failure to notify their immediate supervisor prior to their absence or an employee's decision to be absent even though their supervisor did not grant them permission. Absences protected by law are not considered unexcused absences assuming the proper notification and approval processes have been followed.

Disciplinary action may be taken with regard to unexcused absences/tardiness, beginning with the first instance, to the extent allowed by law. Extenuating circumstances will be considered.

Any employee who is absent for three consecutive working days without properly notifying his/her immediate supervisor shall be considered to have voluntarily resigned his or her job. This policy does not apply to leave approved under the Family and Medical Leave Act, leave approved under the ADA, or approved leave under any applicable state leave law.

FAMILY AND MEDICAL LEAVE POLICY

The Company provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

ELIGIBILITY

To qualify for FMLA leave, you must: (1) have worked for the Company for at least 12 months, although it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a worksite that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact the Human Resources Department.

LEAVE ENTITLEMENT

If eligible, you may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within a rolling 12-month period defined below. While you are on FMLA leave, the Company will maintain your group health insurance coverage at the same level and under the same circumstances as when you were actively working, as explained more fully under the section titled, "Medical and Other Benefits." On returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

You may take **up to 12 weeks** of unpaid FMLA leave in a rolling 12-month period, which for any of the following reasons:

- the birth of a son or daughter and in order to care for that son or daughter (leave to be completed within one year of the child's birth);
- the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

You may take **up to 26 weeks** of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

BOTH SPOUSES EMPLOYED BY THE COMPANY

Spouses who are both employed by the Company and eligible for FMLA leave may be limited to a:

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
  - for the birth of a son or daughter and in order to care for that son or daughter;
  - for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or
  - to care for an employee's parent with a serious health condition.

- Combined total of 26 weeks in a single 12-month period if the leave is either for:
  - military caregiver leave; or
  - a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

NOTICE OF LEAVE

If your need for FMLA leave is foreseeable, you must give the Company at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within one to two business days of learning of your need for leave). Failure to provide this notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult the Company first regarding the dates of this treatment to work out a schedule that best suits the needs of the employee or the covered military member, if applicable, and the Company.

Where the need for leave is not foreseeable, you are expected to notify the Company within one to two business days of learning of your need for leave, except in extraordinary circumstances.

CERTIFICATION OF NEED FOR LEAVE

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. The Company's FMLA certification process is administered by UNUM.

When you request leave, the Company, via UNUM, will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the Company. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually

agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

UNPAID TIME OFF

Request for unpaid time off that are not of medical nature will be assessed on a case-by-case basis. Approval of time off will be determined by the needs of the business. All available paid time off must be taken prior to unpaid time off.

MEDICAL AND OTHER BENEFITS

During approved FMLA leave, the Company will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must contact the Benefits Manager, Jennifer Olson, at (734) 397-9306.

KEY EMPLOYEE EXEMPTION

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of the Company. This fact-specific determination will be made by the Company on a case-by-case basis. The Company will notify you if you qualify as a key employee.

INTERMITTENT AND REDUCED LEAVE

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

RETURNING FROM LEAVE

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. If you need a reasonable accommodation upon your return, please contact the Human Resources Department. As required by DOT regulations, DOT employees may be required to have a DOT medical exam to ensure their DOT medical certificate is still valid. Employees failing to provide proper documentation will not be permitted to resume work until it is provided.

NON-DISCRIMINATION AND NON-RETALIATION PROVISION

The Company will not interfere with, restrain, or deny the exercise of any right provided under FMLA, nor will it discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

STATE AND LOCAL LAWS

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

LEAVE UNDER THE AMERICANS WITH DISABILITIES ACT

If an employee is not eligible for FMLA leave or has exhausted his/her FMLA leave, the Company provides medical leaves of absence to eligible employees who are temporarily unable to work due to a serious health condition or disability, as required by the Americans with Disabilities Act.

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A healthcare provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Company. Employees returning from medical leave must submit a healthcare provider's verification of their fitness to return to work. If the employee has medical restrictions, the Company will attempt to provide reasonable accommodations to assist the employee in performing the essential functions of their job.

When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

MILITARY LEAVE

The Company recognizes that employees may need to be absent from work to serve in the US military. The Company provides military service leaves of absence to all regular full-time, part-time, and probationary employees in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws. If you need to take military service leave, you or an authorized military service officer should provide advance notice to your supervisor or the Human Resources Department. When possible, please provide at least 30 days' notice to request for leave. Written notice is preferred, but not required. Where possible, please submit a copy of your military orders, training notice, or order to active duty to your supervisor or the Human Resources Department.

Employees will receive partial pay for up to (2) weeks of military assignments/absences per year. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the basic pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence. During military service leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other non-seniority benefits, an employee on military service leave will receive the same rights and benefits as employees on an unpaid leave of absence. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

JURY DUTY

If an employee is called to serve jury duty, the Company encourages them to fulfill their right and duty as a citizen. Time off will be granted for the duration of the employee's jury duty. Employees should supply their jury duty summons to their supervisor as soon as possible so that proper arrangements can be made to cover the employee's absence. Employees must provide to the Company copies of the jury duty paycheck(s) received from the court and the employee will receive his/her full salary/wages for time spent on jury duty, less payment from the court. Employees will also be eligible for employee benefits as if he/she was actively employed during an approved jury duty. In the event the employee is dismissed from jury duty early on any day, he/she must report to work for the remainder of the day. Company employees that are members of a union will follow the jury duty provisions, if any, in the employee's collective bargaining agreement.

TIME OFF TO VOTE

The Company encourages its employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule or voting by mail. If employees are unable to vote in an election during non-working hours, the Company will grant up to two hours paid time off so that employees may vote.

Employees should request time off to vote from their supervisor at least five working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of a family member should notify their supervisor immediately. Up to three days of paid bereavement leave will be provided for the death of an immediate family member to eligible employees in the following classification(s):

- Regular full-time employees
- Seasonal full-time employees
- Regular part-time employees

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary. The Company defines immediate family as the employee's spouse, parent, step-parent, child, stepchild, sibling, grandchild or grandparent or the employee's spouse's parent, employee's spouse's step-parent, child, sibling, grandchild or grandparent.
Company employees who are members of a union will follow the bereavement leave provisions, if any, in the employee's collective bargaining agreement.

OTHER BENEFIT PROGRAMS

For information on the below programs, please see your manager, the HR Department or the Benefits Manager.

- Military Leave
- Community Service

Employee Conduct and Work Rules

BUSINESS CONDUCT AND ETHICS

The Company is committed to being an ethical and responsible member of the business communities in which it operates. It is Company policy to adhere to the letter and spirit of its corporate mission and principles, to comply with the requirements of all laws governing its operations, and to conduct its affairs in accordance with the best moral, professional, legal and ethical standards. Compliance with the law means not only following the law, but also conducting business so that the Company will deserve and receive recognition as a law-abiding corporate citizen and alert to its responsibilities in all areas of good citizenship. In addition, applicable standards of ethics and morality relate to the Company's activities and require the same diligence and attention to good conduct.

All employees are required to follow the CRH Code of Business Conduct. You will receive more detailed information pertaining to the Code of Business Conduct during new hire orientation and, for some employees, annually during your employment. To read further about the business conduct expected, please ask your supervisor or the Human Resources Department to see a copy of the "Code of Conduct."

EMPLOYEE CONDUCT AND WORK RULES

Company employees have a responsibility to comply with all applicable laws, regulations, and policies that apply to their geographic area of work and field of specialty. Employees also have a responsibility to treat each person, including people outside of the Company, with respect and dignity.

As a general policy, proper conduct involves constant adherence to acceptable standards of professional and personal ethics as well as compliance with the law. The continuation of our Company's reputation for honesty, fair-dealing, and integrity depends upon each employee's commitment to sound judgment, high moral and ethical standards, and professionalism.

Since it is not possible to describe all circumstances or considerations that apply to the general policy stated above, the guidelines that follow should not be considered all inclusive. Failure to adhere to the Company's conduct standards subjects the employee to appropriate disciplinary action, up to and including termination. The Company reserves the right to implement any disciplinary measures it deems appropriate, including immediate termination.

The following are examples of some, but not all, of the conduct which is unacceptable by Company standards and may result in disciplinary action up to and including termination. Depending on the severity of the infraction, prior disciplinary issues, and other business factors, violation of these standards may result in immediate termination of employment.

CONDUCT

- Violation of a Company policy
- Failure to meet job performance standards
- Failing to properly complete required reports
- Failing to meet Company work standards in terms of quantity and quality
- Theft of any type
- Reporting for work or working in an intoxicated condition or illegally under the influence of drugs
- Illegal possession or use of drugs on the worksite
- Possession of weapons and/or firearms on the work site or on/in any Company property, unless allowed by law
- Jokes, innuendo, statements, or threats related to any characteristic protected by state or federal law
- Harassment, sexual harassment, discrimination, or retaliation of co-workers or other personnel at the worksite
- Deceit or dishonesty
- Using excessively abusive, threatening or obscene language
- Visiting, loitering, loafing, lounging or sleeping during scheduled working time, or leaving one's work area during working time without permission of one's supervisor, except for scheduled breaks
- Negligence
- Failure to follow directions
- Working on personal matters during work time
- Receiving or making excessive personal telephone calls
- Horseplay on the worksite

RECORD KEEPING, TIME REPORTING, & WORK HOURS

- Falsification of Company records or reports
- Inaccurate time reporting; including one's time records or that of another employee
- Working off-the-clock or allowing/instructing another employee to work off-the-clock
- Working unauthorized overtime
- Excessive tardiness or absences, unless protected by law
- Unauthorized absence from the work site during working hours

SAFETY & WORK ENVIRONMENT

- Safety violations
- Failure to wear seatbelts as required in Company owned vehicles and equipment
- Failure to report job-related injuries immediately
- Unauthorized operation of machines, vehicles, instruments, or equipment

- Damage, loss or destruction of Company, employee or customer property (i.e. facility, equipment, work site, etc.)
- Deliberate misuse or unauthorized use of company supplies, materials, machines or tooling

BUSINESS DRESS AND GROOMING

Employees are expected to exercise common sense and good judgment regarding their clothing and appearance in the workplace and to dress in a manner that is consistent with the goals of this policy. Personal grooming and clothing worn at work must be suitable to the type of work you perform and the environment in which you work. Extremes in dress and grooming are not acceptable as they may be distracting, constitute a safety hazard to you or other employees, or may reflect unfavorably upon the Company.

Hairstyles, make-up, and the grooming of beards and mustaches are left to the discretion of the employees unless it could be a safety hazard, a distraction, or represents the Company unfavorably. However, employees personal grooming should contribute to a clean and neat appearance. Employees that are required to wear tight fitting respirators, based on work conditions, must be clean-shaven each day that the respirator is needed.

Employees are expected to meet hygiene requirements during regular business hours for the duration of their employment. Employees are expected to maintain personal cleanliness.

Any employee who is not dressed/groomed consistent with this policy will be considered unsuitable to work and may be asked to go home and return to work appropriately dressed. Employees that disregard this policy and its standards will be subject to discipline. Any questions about the requirements of this policy or what constitutes appropriate workplace attire should be directed to the employee's supervisor.

As required by law, the Company will make reasonable accommodations for dress or grooming when directly related to an employee's religion, ethnicity or disability, unless doing so will cause an undue hardship or a safety concern.

Because these guidelines are not intended to be an all-inclusive list, management reserves the right to determine appropriateness and amend this policy at any time.

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image we present to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their position. Common sense should govern most dress code questions.

The appropriate apparel for any office environment is "Business Casual". While any dress code cannot address all possibilities, the following guidelines are to be used Monday through Friday:

Business Casual dress means casual slacks and collared shirt for males and casual slacks, skorts, dress capris; closer to ankle than knee in length, skirts, or dresses with appropriate blouse or shirt for females. Leggings may be worn with a business casual skirt or dress. Business Casual does not include denim; jeans of any color, jean shirts/dresses/skirts are not appropriate. Also inappropriate are shorts, leather pants, athletic shoes, beach-type sandals, flip-flops, spandex clothing, sweatshirts, sweatpants, T-shirts and tank tops etc. Hoodies or full zip sweat shirts on Saturdays or casual in the field.

Company branded polo shirts and company branded ¼ zip pullovers worn with a collared shirt or blouse are allowed. Keep brands separate to the respective location. Sports branded polo shirts are also acceptable.

Office employees are allowed to wear jeans to the office on Fridays only. The jeans must be in good condition with no holes or tears. Tops and shoes worn with jeans must still comply with the Business Casual definition noted above.

Office employees going out in the field for the majority of the day may justify more casual attire. Employees who normally work in the field should follow the office dress code if working or training in the office.

Field scale house and quality control employees may wear jeans only at the discretion of their manager. Managers will decide, per their location, if business casual or jeans is appropriate. Business casual tops, company polo or sports polo must be worn.

Field employees should dress appropriately for their jobs. Common sense and safety considerations should govern field employee dress code questions. At no time are shorts, athletic shoes, open-toed shoes, spandex clothing, or sweat pants appropriate work wear for field employees.

Any employee attending company, regional, division, or national level meetings, training, or other events should dress per instructions from the meeting organizers. If no specific instructions are given, employees should dress in Business Casual apparel as described above.

Questions about the dress code should be directed to your immediate supervisor.

Thank you for your cooperation in observing the dress guidelines.

Effective: 09/01/19

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as such employment does not adversely affect the performance of their job with the Company or create a conflict of interest. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If your supervisor determines that your outside work interferes with performance or the ability to meet the Company's work requirements, you may be asked to terminate the outside employment if you wish to remain with the Company.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the Company for materials produced or services rendered while at work with the Company. If you find yourself in a situation with a potential conflict of interest you must immediately report it to your manager.

EMPLOYMENT OF RELATED PERSONS

The Company does not prohibit the employment of relatives. However, there are positions where it may not be appropriate to hire an employee's relative, such as within the same managerial reporting chain or where confidential information is readily available. In addition, relationships between employees may raise issues of conflict of interest, abuse of authority, or favoritism.

People in both family and romantic relationships are referred to "Related Persons." Related Persons includes:

- Spouse;
- Domestic Partner;
- Child;
- Parent;
- Grandparent/Grandchild;
- Aunt/Uncle;
- Sibling;
- First cousin;
- Niece/Nephew;
- Any corresponding in-law, step, or foster relation; and
- A consensual romantic relationship including, but not limited to, sexual, dating, engagement, or other intimate relationship.

All employment of Related Persons must be immediately reported by both employees to the Human Resources Department to assess the implications for the workplace. Failure to report, or actively concealing, a relationship that falls within this policy will subject the employee(s) to discipline, up to and including termination.

Each situation will be considered on a case-by-case basis. If potential problems are recognized, the Human Resources Department and your management team will determine an appropriate resolution.

BULLETIN BOARDS

Bulletin boards are located in areas that employees frequently visit in order to ensure that employees have constant access to posted information. Bulletin boards are used to communicate official government information on equal employment opportunity, wage and hour laws, health and safety issues, job postings, and other pertinent Company information. Federal and state laws require companies to post legal notices informing you of your rights; however, it is the responsibility of each employee to read those notices. Employees may not post, tape, or in any way affix any form of literature, printed or written materials, photographs, or notices anywhere on the bulletin board. Violation of this policy shall be grounds for disciplinary action, up to and including termination.

SOLICITATION AND DISTRIBUTION POLICY

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, the following rules apply to solicitations and distribution of literature on Company property:

- Employees may not solicit other employees for any reason during the work time of either or both employees.
- Employees may not distribute literature or printed material of any kind (other than Company information) during work time or in work areas (including job sites) at any time.
- Persons not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

Work time includes the time during which any of the employees involved are actually scheduled to work, and does not include scheduled rest periods, meal breaks, and other specified times when employees are not expected to be working.

The Company may occasionally authorize the solicitation of funds for recognized and established charities that benefit the general community.

Safety and Injury Prevention

The Company's commitment to safety precedes everything else we do, and we are proud to have one of the best safety records in the industry. Our measurement of success always begins with our safety performance. In line with CRH, our goal is zero fatalities and zero incidents. Embedding safety throughout our Company means that every employee is responsible for safety. It also means we look out for one another. As an employee, you --regardless of your role-- are responsible for your own safety and the safety of those around you. In our culture, we take safety personally. It is our expectation that you will learn from us and, as you begin to see your surroundings in a new way, that you will learn how to take steps to reduce risk before you act because safety lives with you.

We expect all employees to be safety-minded for themselves and toward their fellow employees. Providing a safe place to work and an environment where employees follow safe practices is very important to us. No matter how small the job, there must be a need and desire to perform that job safely. We realize that the avoidance of accidents and injuries is of critical importance to our employees and their families. Safety protects the most important asset we have – our people.

We expect our employees to truthfully and fully report all of the circumstances surrounding on-the-job accidents (including where and when the accident occurred, how the accident occurred, what the injuries were, who the witnesses were, etc.) to their immediate supervisor within 24 hours. Employees who falsify reports related to on-the-job accidents, injuries, or illnesses either by providing false information or leaving out important relevant information are subject to appropriate disciplinary action, including immediate discharge.

WORKPLACE VIOLENCE POLICY

The Company prohibits and will not tolerate any form of workplace violence by an employee, supervisor or third party, including vendors, customers and visitors both at the workplace and at employer-sponsored events.

PROHIBITED CONDUCT

For purposes of this policy, workplace violence includes:

- Making threatening remarks (written or verbal).
- Aggressive or hostile acts such as shouting, throwing objects at another person, fighting or intentionally damaging a co-worker's property.
- Behavior that creates a reasonable fear of injury, such as stalking.
- Assault.

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

The Company prohibits all employees from possessing any weapons of any kind at the workplace, while engaged in activities for the Company and at Company sponsored events, unless otherwise allowed by law.

Weapons include:

- Guns.
- Knives.
- Explosives.
- Any item with the potential to inflict harm that has no common purpose.

This list is illustrative only, and not exhaustive.

COMPLAINT PROCEDURE

If you witness or are subjected to any conduct you believe violates this policy, you must speak, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Human Resources Department as soon as possible. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

The Company will investigate all complaints of workplace violence and will take prompt corrective action, including discipline, if appropriate. The Company reserves the right to contact law enforcement, if appropriate. If you become aware of an violent act or threat of a violent act, immediately contact the Human Resources Department or, if there is an imminent threat of physical violence, appropriate law enforcement.

If any employee believes that there is an imminent threat, they should call 911 immediately, then contact management as soon as practical.

ELECTRONIC COMMUNICATION AND PRIVACY POLICIES

IT RESOURCES AND COMMUNICATIONS SYSTEMS POLICY

The Company's computers, networks, communications systems, and other IT resources are intended for business purposes only (except for limited personal use as described below) during working time and at all other times. To protect the Company and its employees, it is the Company's policy to restrict the use of all IT resources and communications systems as described below. Each user is responsible for using these resources and systems in a productive, ethical, and lawful manner.

The Company's policies prohibiting harassment, discrimination, and retaliation apply to the use of the Company's IT resources and communications systems. No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on race, religion, sex, color, national origin, age, disability, sexual orientation, sexual identity, gender identity, pregnancy, status as a veteran, uniformed service, or any other characteristic protected by law.

RESOURCES AND SYSTEMS COVERED BY THIS POLICY

This policy governs all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using an employee's own resources, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

NO EXPECTATION OF PRIVACY

All contents of the Company's IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the Company's electronic information and communications systems.

You are expressly advised that to prevent against misuse, to the extent allowed by law, the Company reserves the right to monitor, intercept, and review, without further notice, every

employee's activities using the Company's IT resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your acknowledgement of this Handbook and your use of such resources and systems. This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, log-ins, recordings, and other uses of the systems.

The Company may also store copies of such data and communications for a period of time after they are created, and may delete such copies from time to time without notice.

Do not use the Company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the Company.

DOWNLOADING AND INSTALLING SOFTWARE/WEBSITE AGREEMENTS

Email and downloading from the internet are prime sources of viruses and other malicious software. Therefore, no one may download or install any software or shareware to their hard drive that is not expressly authorized or approved by the IT Department. In addition, employees may not accept the terms or conditions of website agreements without first obtaining approval from AMAT IT.

PROPRIETARY RIGHTS

This policy prohibits use of the Company's IT resources and communications systems in any manner that would infringe on or violate the proprietary rights of the Company or third parties. Electronic communications systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent, and/or trade secret law. You should not knowingly use or distribute any such material downloaded from the internet or received by email without the prior written permission of AMAT IT.

SPAM

Unfortunately, users of email and text messaging will occasionally receive unsolicited commercial or bulk messages (spam) which, aside from being a nuisance and a drain on IT resources, might be a means to spread computer viruses and other malicious software. Avoid opening unsolicited messages and report any suspicious messages to the IT Department. Delete all spam immediately. Do not reply to the message in any way, even if it states that you can request to be removed from its distribution list. If delivery persists, contact the email IT Department who will block any incoming messages from that address.

Users should be aware that spammers have the ability to access email addresses that are listed as senders or recipients on email messages, websites, user discussion groups, and other internet areas. Therefore, you should be cautious about using and disclosing your Company email address.

PERSONAL USE OF COMPANY-PROVIDED EMAIL

We recognize that employees might work long hours and occasionally may desire to use Company-provided email for personal use at the office or by means of the Company's computers, networks and other IT resources and communications systems. We authorize such use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity.

INAPPROPRIATE USE OF COMPANY IT RESOURCES AND COMMUNICATIONS SYSTEMS

You are never permitted to use the Company's IT resources and communications systems, including email, text messaging, internet access, social media, telephones, and voicemail, for any inappropriate or unlawful purpose. This includes but is not limited to:

- Misrepresenting yourself as another individual or Company.
- Sending, posting, recording, or encouraging receipt of messages or information that may violate the Company's policies prohibiting harassment, discrimination, or retaliation.
- Revealing proprietary or confidential information.
- Conducting or soliciting illegal activities.
- Representing your personal opinion as that of the Company.
- Interfering with the performance of your job or the jobs of other employees.
- For any other purpose that violates the Company's policies or practices.

DISCIPLINE

Employees who violate any provision of this policy are subject to discipline, up to and including termination.

SOCIAL MEDIA POLICY

The Company recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media. However, employees' use of social media can pose risks to the Company's confidential and proprietary information, reputation, and brands, can expose the Company to discrimination and harassment claims, and can jeopardize the Company's compliance with business rules and laws.

To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the Company's IT resources and communications systems are used appropriately, the Company expects its employees to adhere to the following guidelines and rules regarding social media use.

COMPLIANCE WITH RELATED POLICIES AND AGREEMENTS

Social media should never be used in a way that violates any other policies or employee obligations. If your social media activity would violate any of the Company's policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to:

- Violate the IT resources and communications systems policies.
- Violate the Company's confidentiality policies.
- Circumvent or violate the Code of Business Conduct.
- Engage in unlawful harassment, discrimination, or retaliation.
- Violate any other laws or ethical standards.

Employees who violate these policies may be subject to discipline, up to and including termination of employment.

PERSONAL USE OF SOCIAL MEDIA

We recognize that employees might work long hours and occasionally may desire to use social media for personal activities at the office or by means of the Company's computers, networks, and other IT resources and communications systems. We authorize this use during nonworking time so long as it does not involve vulgar, obscene, threatening, intimidating, or harassing content (not otherwise protected or required by law), is not maliciously false, does not violate any other Company policies or employee obligations, and does not interfere with your employment responsibilities or productivity. Circulating or posting commercial, personal, religious or political solicitations, chain letters, spam, or promotion of outside organizations unrelated to Company business are also prohibited during working time unless otherwise protected or required by law.

GUIDELINES FOR EMPLOYEES' RESPONSIBLE USE OF SOCIAL MEDIA

The above material covers specific rules, policies, and obligations that employees must follow in using social media in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common sense guidelines and recommendations for using social media responsibly and safely, in the best interests of the Company. These guidelines reflect the "duty of loyalty" all employees owe their employers, and are intended to add to, not contradict, limit, or replace, applicable rules, policies, legal requirements, legal prohibitions, and other obligations.

- **Protect the Company's Goodwill, Brands, and Business Reputation.**
  - You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including the Company itself, future employers, and social acquaintances) for a long time.
  - Make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal email address when communicating

via social media.

- If you disclose your affiliation as an employee of the Company, it is recommended that you also include a disclaimer that your views do not represent those of the Company. For example, consider such language as "the views in this posting reflect my personal views and do not represent the views of my employer."
- Use good judgment about what you post and remember that anything you say can reflect on the Company, even if you do include a disclaimer.

- **Respect Intellectual Property and Confidential Information.**
  - You should treat the Company's, and its customers', trade secrets, intellectual property, and other proprietary information as confidential and not do anything to jeopardize or unwittingly disclose them through your use of social media. In addition, you should avoid misappropriating or infringing on the intellectual property of other companies and individuals, which can create liability for yourself and for the Company.
  - Respect laws regarding copyrights, trademarks, and other third-party rights.

WORKPLACE SEARCHES POLICY

To maintain a safe, healthy, and productive work environment, the Company reserves the right at all times to search or inspect employees' surroundings and possessions. This right extends to the search or inspection of clothing, offices, files, desks, credenzas, lockers, bags, briefcases, containers, packages, parcels, boxes, tools and tool boxes, lunch boxes, any employer-owned or leased vehicles, and any vehicles parked on company property. Employees should have no expectation of privacy while on Company premises, except in restrooms, locker rooms, or changing rooms.

Refusal to allow search or inspection may result in discipline.

EMPLOYEE ACKNOWLEDGEMENT FORM

This book of Company Benefits describes important information about The Company, and I understand that I should consult management, the Human Resources Department or the Benefits Manager regarding any questions not answered in the handbook. I have entered into my employment relationship with The Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or The Company can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

I also understand that the employment terms set out in this Handbook work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with The Company. I understand that I should consult the terms of my collective bargaining agreement. Wherever employment terms in this handbook differ from the terms expressed in my union's collective bargaining agreement with The Company, I understand that I should refer to the specific terms of the collective bargaining agreement, which will control.

Because the information, policies and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to The Company's policy of employment at will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Name (printed): _____ _____

Employee's Signature: _____ Date:_____

Liberty Mutual Group
157 Berkeley Street
Boston, MA 02116

September 27, 2023

To Whom it May Concern

RE: Michigan- Paving & Materials Co.

Experience Modification Rate

The following is the current EMR, along with the EMR rate for the past four years.

9/1/2023-9/1/2024 Contingent Mod	9/1/2022 9/1/2023	9/1/2021-9/1/2022	9/1/2020-9/1/20210
0.62	0.60	0.57	0.52

If you need anything else, I can be reached at (617) 654-4096.

Sincerely,
Natalie O'Brien
Account Specialist

Helping people life safe, more secure lives.

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

PAUL C. AJEGBA
Director

August 10, 2023

Michigan Paving and Materials Company
2575 S Haggerty Rd Ste 100
Canton MI 48188-2674

00529
(734) 397-2050

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of $814,184,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2025.

814184	Cb	Hot Mix Asphalt/Bituminous Paving
814184	Ea	Grading, Drainage Structures & Agg. Cons
2000	N92D	Crushing & Shaping
814184	N93A	Cold Milling

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka
Manager
Construction Contracts Section
Contract Services Division

Marsh

Carolyn E. Wheeler

Marsh USA Inc.
1111 Northshore Drive
Suite N-550
Knoxville, TN 37919
T +1 865 769 7787
carolyn.e.wheeler@marsh.com
www.marsh.com

January 16, 2024

Subject: **PREQUALIFICATION FOR MICHIGAN PAVING & MATERIALS COMPANY**

To Whom It May Concern:

LIBERTY MUTUAL INSURACE COMPANY, a corporation under the laws of the State of Massachusetts, with an office and place of business located at 175 Berkeley Street, Boston, MA 02116, represents MICHIGAN PAVING & MATERIALS COMPANY for its surety bonding needs. As of the date of this writing, MICHIGAN PAVING & MATERIALS COMPANY remains in good standing with LIBERTY MUTUAL INSURANCE COMPANY, which is affording continued surety credit for bonded obligations with single project sizes up to $50,000,000 within an aggregate bonded surety program of $500,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of LIBERTY MUTUAL INSURANCE COMPANY'S past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Carolyn E. Wheeler
Attorney-In-Fact for Liberty Mutual Insurance Company
Rated A by A.M. Best, Financial Size Category XV

Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carolyn E. Wheeler

all of the city of Knoxville, state of Tennessee each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Approve a Revocable License for Jackson County.

Recommendation:

Approve a Revocable License for the installation of underground conduits within the Wesley Street public right-of-way adjacent to the County Courthouse at 312 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

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

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Approve a Revocable License for the installation of underground conduits within the Wesley Street public right-of-way adjacent to the County Courthouse at 312 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

ISSUE STATEMENT

The City has received a Revocable License request from Jackson County for the installation of conduits within the Wesley Street public right-of-way adjacent to the County Courthouse building located at 312 S. Jackson Street. The conduits are part of a larger project by the County to:

a) install closed loop conduits within geothermal borings in the County's parking lots on the south side of Wesley Street for a heat exchanger HVAC system for the County Courthouse building on the north side of Wesley Street,
and
b) install solar panels over a portion of the parking lot on the south side of Wesley Street to help power the County Courthouse building on the north side of Wesley Street.

The Revocable License request is for the installation of conduits within the City's Wesley Street right-of-way to connect the facilities in the parking lot on the south side of Wesley Street to the County Courthouse building on the north side of Wesley Street.

DESCRIBE THE CONSEQUENCES

- If the City of Jackson grants the requested license, the County's project will proceed.
- If the City of Jackson does not grant the requested license, the County's project as presented will not proceed.

OWNERSHIP

Engineering is responsible for street administration within the City of Jackson. This responsibility includes the review and approval process for permits and licenses for work and installations with street right-of-ways. Engineering has reviewed the applicant's plans and found them acceptable. Therefore, Engineering recommends approval of the Revocable License request.

SOLUTION

The approval of the revocable license request will allow the construction of Jackson County's project to proceed.

FACILITATE IMPLEMENTATION

Approve a Revocable License for the installation of underground conduits within the Wesley Street public right-of-way adjacent to the County Courthouse at 312 S. Jackson Street and authorize the Mayor and City Clerk to execute the appropriate document(s).

ATTACHMENTS

1. Engineering Revocable License for Jackson County Att

REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **County of Jackson, a Michigan general law county**, with offices at **120 W. Michigan Avenue, Jackson, Michigan 49201**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **Wesley Street** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **312 S. Jackson Street**, Jackson, Michigan, **two separate conduit banks to carry water and electrical conductors** (hereinafter structure•). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

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

1. Licensee shall pay Licensor the sum of Twenty Five Dollars ($25.00).

2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.

3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.

4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its

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

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

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of $1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

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

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

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

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

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

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

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, 2024.

LICENSOR:
CITY OF JACKSON
a Michigan municipal corporation

By_____
Daniel Mahoney, Mayor

By_____
Andrea Muray. City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, 2024, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

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

Acknowledged and Agreed

LICENSEE:

County of Jackson

By_____
Michael Overton, County Administrator

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this _____ day of _____, 2024, by **Michael Overton,** the **County Administrator** of the **County of Jackson**, on behalf of the **Michigan general law county**.

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

Drafted by:
Matthew Hagerty
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

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

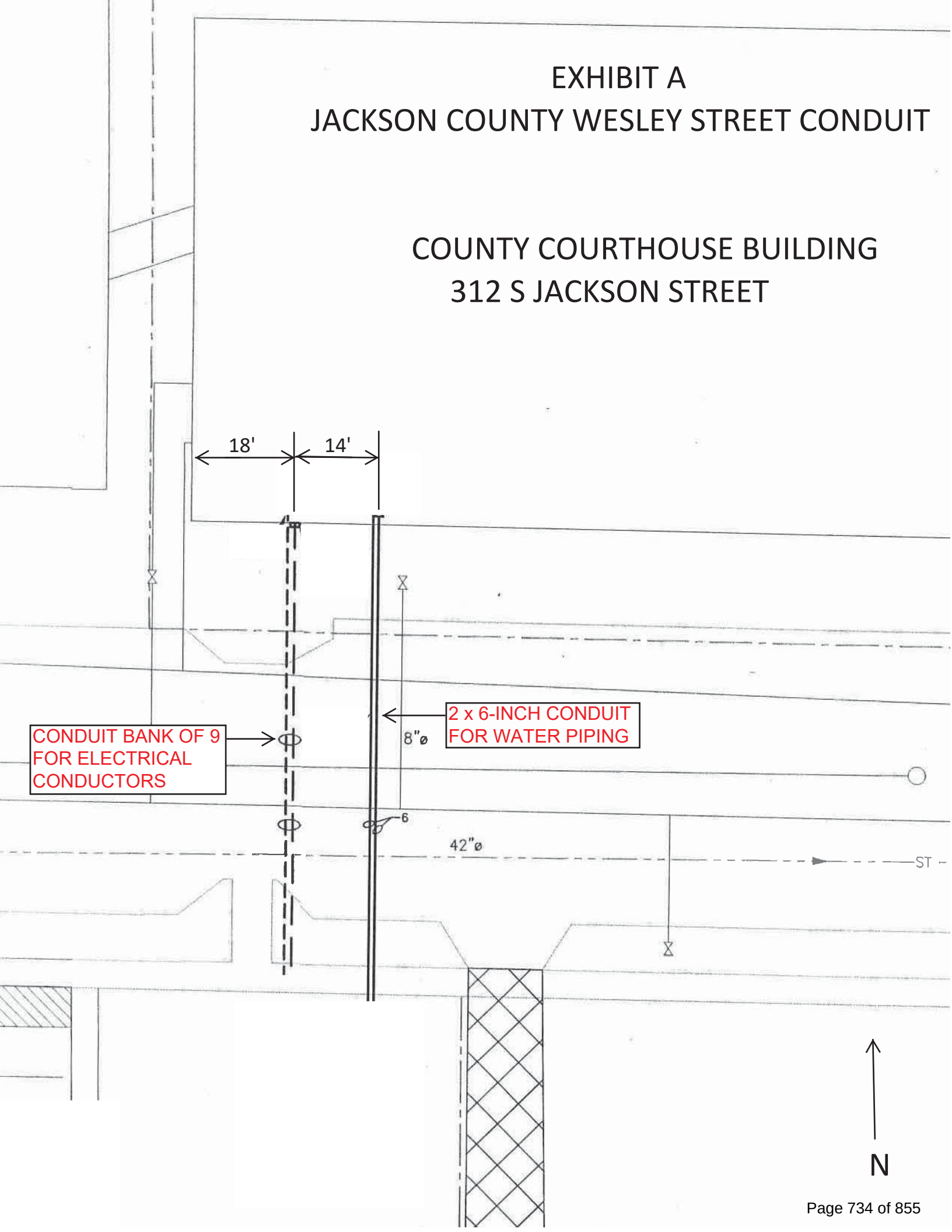
ATTACHMENT 1

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

Lots 3 & 4 and the East half of Lot 5 except the North 8.11 feet of the East 49.5 feet of Lot 56 also the South 123.85 feet of the vacated alley lying between said Lots 3, 4 and 5, Block 3 South, Range 1 West of the Original Plat of the Village of Jacksonburgh.

EXHIBIT A
JACKSON COUNTY WESLEY STREET CONDUIT

COUNTY COURTHOUSE BUILDING
312 S JACKSON STREET



JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Stormwater Management Agreement for 971 N. West Avenue.

Recommendation:

Approve a Stormwater Management Agreement and Declaration of Easement with LSMA Jackson LLC for the development of 971 N. West Avenue and authorize the City Manager to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer for approval of an agreement.

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: August 13, 2024

RECOMMENDATION: Approve a Stormwater Management Agreement and Declaration of Easement with LSMA Jackson LLC for the development of 971 N. West Avenue and authorize the City Manager to execute the appropriate documents.

ISSUE STATEMENT

LSMA Jackson LLC is undertaking a project to develop the property at 971 N. West Avenue. The subject parcel is located on the north side of Optimist Park and was formally undeveloped open space that was used for a ball diamond and basketball court. The developer has generated plans for a commercial building and associated parking area.

As the development will result in an earth disturbance greater than one acre, the developer must obtain a stormwater management permit in accordance with the City of Jackson's Post-Construction Stormwater Management Ordinance for flood control and stormwater discharge quality. A component of the stormwater management permit is a Stormwater Management Agreement and Declaration of Easement to ensure that stormwater management features are properly operated and maintained and to provide redress for the City in the event that they are not. The attached document has been generated to meet the requirements of the Post Construction Stormwater Management Ordinance and to progress the project forward. It is recommended to City Council for approval.

DESCRIBE THE CONSEQUENCES

If the Stormwater Management Agreement and Declaration of Easement is not approved, the development of the property at 971 N. West Avenue will not fully comply with the requirements of the City's Post-Construction Stormwater Management Ordinance. Further, the City will have limited options for corrective action if, in the future, the site's stormwater management features are not property operated and maintained.

OWNERSHIP

Engineering is responsible for administering the City's Post-Construction Stormwater Management Ordinance and issuing associated permits for land development. Engineering staff

has reviewed the developer's plans and associated support documentation and found them to be complete. Engineering staff has worked with the City Attorney's Office and the developer's counsel to generate the attached Stormwater Management Agreement and Declaration of Easement document to meet the needs of the developer, while also complying with the requirements of the Post-Construction Stormwater Management Ordinance.

SOLUTION

Approve the Stormwater Management Agreement and Declaration of Easement with LSMA Jackson LLC in accordance with the recommendation of the City Engineer and the City Attorney so that the stormwater management permit can be completed and issued.

FACILITATE IMPLEMENTATION

Approve a Stormwater Management Agreement and Declaration of Easement with LSMA Jackson LLC for the development of 971 N. West Avenue and authorize the City Manager to execute the appropriate documents.

ATTACHMENTS

1. Engineering Stormwater Mgmt Agr 971 N West att

STORMWATER MANAGEMENT EASEMENT AGREEMENT

THIS Stormwater Management Easement Agreement ("Agreement") is made August ____, 2024, between **LSMA JACKSON LLC**, a Michigan limited liability company, whose address is 38500 Woodward Avenue, Suite 200, Bloomfield Hills, Michigan 48304 (herein referred to as "Owner"), and the **CITY OF JACKSON**, a Michigan municipal corporation, with offices located at 161 West Michigan Ave., Jackson, Michigan 49201 (herein referred to as the "City"),

WHEREAS, the Owner has acquired property in the City which is described as follows:

Legal Description (herein referred to as the "Real Property")

PARCEL 1
A parcel of land being a part of the Northwest 1/4 of Section 34, T2S, R1W, City of Jackson, Jackson County, State of Michigan, being more particularly described as follows: COMMENCING at the Northwest corner of Section 34, T2S, R1W, City of Jackson, Jackson County, State of Michigan; thence South 89 degrees 51 minutes 03 seconds East, along the North line of Section 34, 33.00 feet to the POINT-OF-BEGINNING of the following described parcel; thence continuing South 89 degrees 51 minutes 03 seconds East, along the North line of Section 34, 446.50 feet; thence South 00 degrees 09 minutes 22 seconds West, 204.94 feet; thence North 89 degrees 51 minutes 03 seconds West, 446.66 feet; thence North 00 degrees 12 minutes 00 seconds East, 204.94 feet; to the POINT-OF-BEGINNING. Containing 2.10 acres of land, more or less.

Commonly known as 971 N. West Avenue, Jackson, Michigan 49202
and Tax Parcel No. 2-2005.0100

PARCEL 2
A parcel of land being a part of the Northwest ¼ of Section 34, T2S, R1W, City of Jackson, Jackson County, State of Michigan, being more particularly described as follows: COMMENCING at the Northwest corner of Section 34, T2S, R1W, City of Jackson, Jackson County, State of Michigan; thence South 89 degrees 51 minutes 03 seconds East, along the North line of Section 34, 33.00 feet of the following described parcel; thence South 00

degrees 12 minutes 00 seconds West, 204.94 feet; to the POINT-OF-BEGINNING of the following described parcel; thence South 89 degrees 51 minutes 03 seconds East, 446.66 feet; thence South 00 degrees 09 minutes 22 seconds West, 125.04 feet to the North line of Foote & Bennett's Addition, as recorded in Liber 1, Page 3 and Liber 2, Page 41, Jackson County Records; thence North 89 degrees 51 minutes 03 seconds West, along the North line of said Foote & Bennett's Addition, 174.60 feet to the East line of Lincoln Street as extended; thence South 00 degrees 29 minutes 15 seconds East, along the East line of Lincoln Street as extended, 16.55 feet to the Northwest corner, Lot 2, Block 4 of said Foote & Bennett's Addition; thence North 89 degrees 51 minutes 03 seconds West, 66.00 feet to the Northeast corner, Lot 1, Block 5 of said Foote & Bennett's Addition; thence North 00 degrees 29 minutes 15 seconds West, along the West line of Lincoln Street as extended, 16.55 feet; thence North 89 degrees 51 minutes 03 seconds West, 206.16 feet along the North line of said Foote & Bennett's Addition; thence North 00 degrees 12 minutes 00 seconds East, 125.04 feet to the POINT-OF-BEGINNING. Containing 1.31 acres of land, more or less.

Commonly known as 951 N. West Avenue, Jackson, Michigan 49202
and Tax Parcel No. 2-2005.0200

WHEREAS, the Real Property is a "Covered Development Project" under Article V ("Post-Construction Stormwater Management for New Development and Redevelopment") of Chapter 27 ("Water and Sewers") of the City of Jackson Code of Ordinances, as amended ("Article V of Chapter 27 of the City Code").

WHEREAS, as a Covered Development Project, Owner must obtain a Stormwater Management Permit and have an approved Final Stormwater Management Plan as provided by Article V of Chapter 27 of the City Code.

WHEREAS, Article V of Chapter 27 of the City Code requires that the Owner provide such easements as determined necessary by the City to implement an approved Final Stormwater Management Plan and to otherwise comply with Article V of Chapter 27.

WHEREAS, this Agreement is being entered into between the parties to provide the easements required to implement the proposed Final Stormwater Management Plan for the Real Property and to accomplish such other objectives as stated by this Agreement.

NOW THEREFORE, it is agreed by the parties as follows:

1. This Agreement is entered by the parties to establish easements as determined necessary by the City to implement the Owner's proposed Final Stormwater Management Plan for the Real Property and to accomplish such other objectives as stated by this Agreement and required by Article V of Chapter 27 of the City Code.

2. Owner has agreed to install and maintain stormwater management practices, methods, and facilities on the Real Property in accordance with the proposed Final Stormwater Management Plan and Article V of Chapter 27 of the City Code. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practices, methods, and facilities continue to comply with the approved Final Stormwater Management Plan, any associated Stormwater Management Permit, and other applicable standards, conditions, and requirements, in perpetuity.

3. Owner shall be solely responsible, in perpetuity, for the installation, maintenance and repair of the stormwater management practices, methods, and facilities required by the approved Final Stormwater Management Plan and Article V of Chapter 27 of the City Code. If Parcel 1 and Parcel 2 are under separate ownership, then (1) the owner of Parcel 1 shall be responsible for the installation, maintenance and repair of those stormwater management practices, methods, and facilities serving Parcel 1, (2) the owner of Parcel 2 shall be responsible for the installation, maintenance and repair of those stormwater management practices, methods, and facilities serving Parcel 2, (3) the owner of Parcel 2 shall have an easement over Parcel 1 (but not any building that may be constructed upon Parcel 1) as may be necessary for the owner of Parcel 2 to install, maintain and repair of those stormwater management practices, methods, and facilities situated on Parcel 1 but serving Parcel 2, and (4) no stormwater facilities serving Parcel 2

shall be constructed on Parcel 1 except within the easement area depicted in Exhibit A attached hereto.

4. Owner hereby conveys to the City an easement over, on, and in the Real Property for all of the following purposes, as determined applicable by the City:

a. To provide entry and access for stormwater management facility inspections and maintenance.

b. To preserve stormwater runoff conveyance, infiltration, and detention areas and facilities, including flood routes for storm events.

c. To preserve primary and secondary drainage ways that are needed to serve stormwater management needs of other properties.

d. To accomplish purposes such as those listed above for all areas used for off-site stormwater control, including undeveloped or undisturbed lands.

e. To serve other purposes and objectives determined necessary by the City to achieve the purposes of this Agreement and Article V of Chapter 27 of the City Code.

Nothing contained in this Agreement shall authorize the City to enter into any building that may be constructed upon the Real Property.

5. The City is authorized to access the Real Property as determined necessary by the City to conduct inspections of the stormwater management practices, methods, and facilities to ascertain compliance with the approved Final Stormwater Management Plan and for any other purpose as provided by Article V of Chapter 27 of the City Code.

6. If the City determines that the stormwater management system required for the Real Property has not been properly operated or maintained, or has become a danger to public safety, health, or the environment, the City shall notify Owner by first-class mail and also by certified mail. The notice shall specify the measures needed to comply with applicable

requirements and shall specify the time within which such measures must be completed. If Owner fails or refuses to complete the measures needed to comply with the applicable requirements within a reasonable period of time (not to be less than thirty (30) days except in the event of an emergency), the City may (but is not required to) enter the property and perform, or cause to be performed, the necessary work to return the stormwater management system to full compliance, and bill Owner for the full cost of any such work. If Parcel 1 and Parcel 2 are under separate ownership, then (1) the owner of Parcel 1 shall be solely responsible for the cost of any work performed to the portion of the stormwater management system solely serving Parcel 1 and the owner of Parcel 2 shall not be billed for same, and (2) the owner of Parcel 2 shall be solely responsible for the cost of any work performed to the portion of the stormwater management system solely serving Parcel 2 and the owner of Parcel 1 shall not be billed for same.

7. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, including, but not limited to, costs and expenses incurred by the City in responding to, correcting violations, and/or performing work pursuant to Sections 27.152, 27.158, 27.163, 27.165, 27.167, 27.168 Article V of Chapter 27 of the City Code, shall be a lien on the premises which shall be enforceable in accordance with Act No. 94 of the Public Acts of 1933 (MCL 141.101 et seq.), as amended from time to time. Any such costs and expenses which are unpaid for 6 months or more may be certified by the City Manager on April 30 and September 30 of each year to the City Assessor who shall enter the lien on the next tax roll against the premises and the costs and expenses shall be collected and the lien shall be enforced in the same manner as provided for in the collection of taxes assessed upon the roll and the enforcement of a lien for taxes. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by Act No. 94 of the Public Acts of 1933, as amended. If the City elects to pursue collection of unpaid costs and expenses through the courts, Owner shall pay in addition to said

costs and expenses all costs of litigation, including attorney fees. If Parcel 1 and Parcel 2 are under separate ownership, then (1) there shall be no lien on Parcel 2 with respect to any work performed to the portion of the stormwater management system solely serving Parcel 1, and (2) there shall be no lien on Parcel 1 with respect to any work performed to the portion of the stormwater management system solely serving Parcel 2.

8. For purposes of this Agreement, "Owner" means and includes LSMA Jackson LLC, as the current owner, and all future owners of the Real Property, as defined by Article V of Chapter 27 of the City Code. For purposes of this Agreement, "City" means the City of Jackson and any of its designees.

9. Nothing in this Agreement shall be construed to conflict with or limit in any way the City's power or authority under Article V of Chapter 27 of the City Code or other applicable laws and regulations.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except that it is the express intention of the parties hereto that this Agreement shall not be construed to be a requirements contract within the purview of the Uniform Commercial Code.

11. Nothing under this Agreement and no action taken pursuant hereto shall cause the City and Owner to be treated as a partnership, joint venture, association, or other common entity.

12. If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of any other portion hereof. Any such holding materially affecting the commitments herein may be the subject of further negotiations for purpose of legally revising the consideration involved.

13. This Agreement shall become effective on the date that it has been signed by authorized representatives of both the City and Owner as set forth below.

14. This Agreement constitutes the final, entire and exclusive agreement of the parties with respect to the subject matter addressed, and supersedes all prior communications, understandings and agreements relating to the subject matter, whether oral or written. Nothing in this Agreement shall limit the ability of the parties to negotiate amendments to this Agreement, provided that except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. Nothing in this Agreement is intended to nor should it be construed to create any rights in any persons or entities that are not a party to this Agreement.

15. Owner agrees that this Agreement shall be recorded in the Jackson County Register of Deeds, and that the Real Property shall be subject to the covenants and obligations contained herein, and this Agreement shall bind all current and future owners of the Real Property, including their administrators, executors, successors, heirs, or assigns.

16. The parties whose signatures appear below represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date set forth in the first paragraph.

LSMA JACKSON LLC, a Michigan limited liability company

By: _____

Christopher G. Brochert
Authorized Representative

CITY OF JACKSON

By: _____

Jonathan Greene
its: City Manager

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On_____, 2024, before me, a Notary Public, in and for said County, personally appeared LSMA JACKSON LLC, a Michigan limited liability company, by and through Christopher G. Brochert, its Christopher G. Brochert, to me known to be the same party described in and who executed the within instrument, who personally acknowledged the same to be his own free act and deed.

_____
, Notary Public
Acting in Oakland County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF JACKSON)

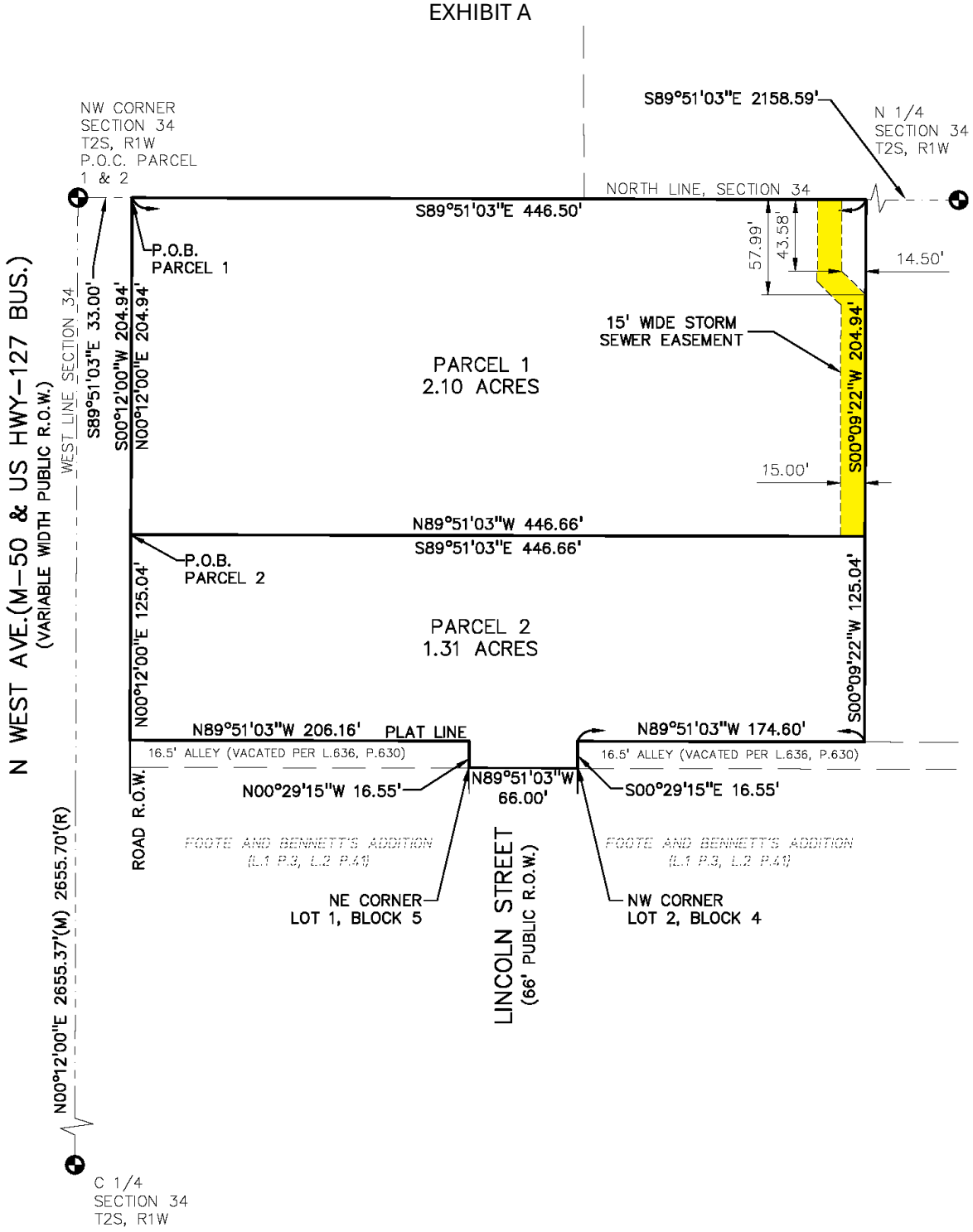
On_____, 2024, before me, a Notary Public, in and for said County, personally appeared the City of Jackson, by and through Jonathan Greene, its City Manager, to me known to be the same party described in and who executed the within instrument, who personally acknowledged the same to be his own free act and deed.

_____
, Notary Public
Acting in Jackson County, Michigan My commission expires: _____

After recording, return to:

Matthew M. Hagerty
161 West Michigan Avenue, 12th Floor
Jackson, MI 49201

EXHIBIT A



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998

0 40 80
SCALE: 1" = 80'

NORTH

SHEET 1
August 7, 2024
23-1081

PEA GROUP
t: 844.813.2949
www.peagroup.com

\\peainc\pea\PROJECTS\2023\23-1081_CFA_JACKSON_05738\23-1081_02_Chickfil\A\DWG\2_CONSTRUCTION\0X - 05738 - 1.0 - ESMT.dwg PLOT DATE:8/7/2024 BY:Brendan Varga

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Resolution to Enter into an Agreement with American Forests for Urban and Community Forestry Grant work.

Recommendation:

Adopt a resolution to enter into an agreement with American Forests for a project to inventory and improve the nursery stock within the right-of-ways for the public streets within the City of Jackson, and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and resolution from Jon Dowling, City Engineer, requesting adoption of the resolution in the attached report.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: August 13, 2024

RECOMMENDATION: Adopt a resolution to enter into an agreement with American Forests for a project to inventory and improve the nursery stock within the right-of-ways for the public streets within the City of Jackson, and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has been awarded a federal Inflation Reduction Act Urban and Community Forestry grant in the amount of $757,275 to generate a tree inventory and management plan for the entire City, and, within those census tracts designated as disadvantaged, plant a diversified section of trees, conduct maintenance and remove stumps and hazardous, diseased and invasive trees.

The attached agreement, 24-CA-11132544-010-021, has been prepared by American Forests who will administer the grant to the City of Jackson on behalf of the US Department of Agriculture. The City of Jackson will administer the construction contract for the grant funded project work. American Forests will provide oversight of the grant funds and facilitate the reimbursement of federal funds to the City for costs incurred to perform the project work.

DESCRIBE THE CONSEQUENCES

- If agreement 24-CA-11132544-010-021 is not approved by City Council, the Inflation Reduction Act Urban and Community Forestry grant will expire.
- The estimate for the construction cost for this project is $757,275 with the Inflation Reduction Act Urban and Community Forestry grant reimbursing the City for all of that cost.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street right-of-ways. To this end, Engineering has obtained the subject Inflation Reduction Act Urban and Community Forestry grant to inventory the City's nursery stock,

generate a nursery stock management plan and perform infill tree plantings and remove stumps and hazardous, diseased and invasive trees.

SOLUTION

Approve the subject 24-CA-11132544-010-021 agreement between American Forests and the City of Jackson so that the grant funding can be exercised to perform the nursery stock improvement project.

FACILITATE IMPLEMENTATION

Adopt a resolution to enter into an agreement with American Forests for a project to inventory and improve the nursery stock within the right-of-ways for the public streets within the City of Jackson, and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Res for Forestry Grant att

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the nursery stock with the right-of-ways for the public streets within the City of Jackson is in need of improvements; and

WHEREAS, the City of Jackson has been awarded a federal Inflation Reduction Act Urban and Community Forestry grant in the amount of $757,275 to generate a tree inventory and management plan for the entire City, and, within those census tracts designated as disadvantaged, plant a diversified section of trees, conduct maintenance and remove stumps and hazardous, diseased and invasive trees; and

WHEREAS, the agreement 24-CA-11132544-010-021 for this project has been prepared by American Forests and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is $757,275 with the Inflation Reduction Act Urban and Community Forestry grant reimbursing all of that cost.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the project to inventory and improve the nursery stock within the public street right-of-ways; and

BE IT FURTHER RESOLVED that the City Council does approve entering into agreement 24-CA-11132544-010-021 with the American Forests for the nursery stock improvement project; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the agreement 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 13th day of August, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 14th day of August, 2024.

_____
Daniel Mahoney, Mayor

_____
Andrea Muray, City Clerk

SUBAWARD GRANT AGREEMENT
BETWEEN AMERICAN FORESTS AND CITY OF JACKSON, MI FOR
INFLATION REDUCTION ACT
URBAN & COMMUNITY FORESTRY INITIATIVE

This Subaward Agreement ("**Subaward**" or "**Agreement**") No. 24-CA-11132544-010-021 is entered into the [_____], by and between American Forests ("**American Forests**" or "**AF**") and **City of Jackson, MI ("Subrecipient)**. American Forests and Subrecipient may be referred individually as "Party" or collectively as the "Parties."

	Name: **City of Jackson, MI** ("**Subrecipient**") **Type of entity** [e.g., government, corporation, LLC, sole proprietor]: Government **State of incorporation, partnership, or formation**: Michigan
All Notices: 1220 L Street, NW Suite 750, Washington, DC 20005 Attn: Meliha Aljabar	**All Notices**: Street: 161 W. Michigan Avenue City & State: Jackson, MI Zip: 49201-1315 Attn: Daniel Mahoney and Andrea Muray
	Subrecipient Unique Entity Identifier: U5EKBJE6C263
Federal awarding agency:	U.S. Department of Agriculture, Forest Service
Federal Award Identification Number (FAIN):	24-CA-11132544-010
Federal Assistance Listing	10.727, Inflation Reduction Act Urban & Community Forestry
Federal Award date:	01/10/2024
Project Title:	Urban Reforestation Program
Project description:	The goals of the City of Jackson Urban Reforestation Program are to: 1. Create a tree inventory and management plan; 2. Plant a diversified selection of trees; 3. Conduct maintenance such as trimming, pest & disease control, fertilizing, etc.; and 4. Remove stumps and hazardous, diseased, and invasive trees.
Subaward Period of Performance Start and End Date:	[_____] – 06/30/2028
Subaward Budget Period Start and End Date	[_____]– 06/30/2028

Total amount of federal funds	$757,275.00

RECITALS

American Forests has been selected for the award of a federal financial assistance award from the United States Department of Agriculture, Forest Service ("Forest Service" or "the Agency"), in support of a project entitled Fostering Community-Led Action to Advance Tree Equity ("the Project") for which American Forests will serve as a pass-through entity for subawards.

The Agency has identified a project narrative and budget submitted by Subrecipient to the Agency to be of interest with regard to the Project and recommended that American Forests engage Subrecipient to perform such effort.

American Forests desires Subrecipient to perform certain work within the scope of the Project described above and as further described in Exhibit 1 hereto under the terms and conditions set forth below, and Subrecipient has expressed a willingness to perform such work.

NOW THEREFORE, American Forests hereby awards a cost reimbursable subaward to Subrecipient on the following agreed terms and conditions.

ARTICLE I – DEFINITIONS

A. As used in this document, the words and phrases set forth below shall have the following meanings:

1. "**Forest Service**" or **"the Agency"** means the U.S. Department of Agriculture ("USDA"), Forest Service.

2. "**Grant**" and **"Grant Agreement"** means Cooperative Agreement No. 24-CA-11132544-010, between the Agency and American Forests, including all attachments, documents incorporated by reference, and amendments thereto.

3. "Recipient" means American Forests.

4. "**Subrecipient**" means an entity receiving a subaward from a pass-through entity ("recipient") to carry out a part of the "Grant".

5. "**Project"** is defined as the project described in the Grant Agreement and Subrecipient's project narrative.

6. **"Project Activities"** means all activities conducted by Subrecipient in furtherance of the Grant Purposes as part of the Project.

7. **"Purposes"** means the specific goals and purposes of this Project set forth in the Grant Agreement.

8. "Subgrant" means the funds granted to Subrecipient by American Forests and the restrictions on its use required by the Grant and Subgrant Agreements.

9. "Subaward Grant Agreement," "Subaward Agreement," and "this Agreement" means this agreement between American Forests and Subrecipient.

10. "**Budget**" means the Subrecipient's budget for the Project as approved by the Agency.

The term "days" refers to calendar days unless otherwise specified.

B. All other capitalized terms shall have the definitions assigned to them in this Agreement or in 2 CFR Chapter 1, Part 200, section 200.1 *et seq.* unless it is clear from the usage that the Parties intended to assign a commonly used definition to such terms.

C. This award is subject to the 2 CFR Part 20, Subparts A through F, as adopted and supplemented by the USDA in 2 CFR Part 400.

ARTICLE II – INCORPORATION OF GRANT AGREEMENT

American Forests makes this subgrant to Subrecipient subject to the Grant Agreement, which is incorporated by reference. Subrecipient acknowledges that it is a "subrecipient" under the Grant and agrees to comply with all provisions identified in the Grant as being applicable to, or required to be flowed down to, a "subrecipient" or "Non-Federal Entity", as applicable under the Grant and applicable regulations.

ARTICLE III – AMOUNT AND TERM

A. AWARD AMOUNT: This award is in the amount of $757,275.00, subject to the requirement that Subrecipient incur and invoice for allowable costs as specified herein.

B. TERM: This subaward shall be effective upon full execution. Subgrant funds may not be used to support activities conducted prior to the Effective Date. This Subgrant Agreement is effective through 06/30/2028, or until terminated, whichever occurs first.

C. ALLOWABLE COSTS: Subrecipient shall not submit any costs that are unallowable under federal regulations (per 2 CFR Part 200, Subpart E) or this Agreement for reimbursement. Costs that exceed the amount specified in subsection A above, are outside the Term specified in subsection B (except as expressly agreed otherwise by American Forests), or that lie outside the scope of the activities in Exhibits 1 and 2 are unallowable.

ARTICLE IV – PAYMENT

A. PAYMENT DISBURSEMENTS: American Forests shall reimburse Subrecipient for the costs of Project Activities in accordance with the Budget. Such payments shall not exceed the amounts identified in the Budget for each line item by more than 10% without the prior written consent of American Forests. Indirect cost rates shall remain fixed throughout the term of this award based on the Budget. American Forests reserves the right to request and receive supporting documentation to substantiate payment requests and the amounts claimed, which shall be exercised in its sole discretion. Payment of invoices is contingent upon a determination by American Forests that the amounts being invoiced are allowable, allocable, and reasonable under applicable regulations. Notwithstanding the foregoing, Subrecipient must promptly refund any

excess payments received from American Forests, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation.

B. USE OF GRANT FUNDS: Subrecipient will use the Subgrant funds solely for the Purposes of this Agreement. Any interest earned by Subrecipient on the Subgrant funds shall be used by Subrecipient to cover Project Activities. Subrecipient will repay to American Forests any portion of the amount disbursed to Subrecipient that is not used for these Purposes.

C. MATCH WAIVER: The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance that 100% of the work and funding will benefit disadvantaged communities, as defined by the tools and guidance provided by the Forest Service as of the date of signing this award. In the event the Forest Service updates or revises its tools or guidance, the Parties shall confer as to whether all of the work and funding still will benefit qualifying disadvantaged communities. Subrecipient further shall certify in its bi-annual reports that the communities served qualify as "disadvantaged" in accordance with Forest Service tools and guidance. In the event the communities served no longer qualify as "disadvantaged" per such tools and guidance, this award may be terminated by American Forests.

ARTICLE V – REPORTING

A. SUBGRANT REPORTS: Subrecipient agrees to provide American Forests with all documentation, reports, and other information necessary for American Forests to complete in a timely manner all reports required by the Grant as well as such other information reasonably requested in writing by American Forests, as further described in Exhibit 3.

B. NARRATIVE REPORTS: The narrative report shall describe accomplishments as of the date of the report, outlining activities undertaken, strategic choices that were made as a result of the Subgrant, and achievement of Subgrant purposes.

C. FINANCIAL REPORTS: The financial report shall reflect the expenditures of the Subgrant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period and cumulative across the Subgrant term. The reports also should address actual spending at the level of detail in the Budget, and an explanation of any variances.

D. SUBGRANT REPORT FOLLOW-UP: American Forests or the Agency may request conferences or meetings with Subrecipient to discuss details of the Subgrant Report(s), and American Forests or the Agency may require additional supporting documentation or clarifications to the Subgrant Report prior to the release of the next scheduled payment. Upon completion of the Subgrant, Subrecipient will submit a Final Subgrant Report.

E. COMMUNICATIONS WITH AGENCY: Subrecipient acknowledges that communications with the Agency should flow through American Forests. If Subrecipient and the Agency communicate directly with one another, Subrecipient will promptly notify American Forests of any substantive matters discussed which might impact American Forests' administration of this Agreement or the Project.

F. REPORTING OF FIRST TIER SUBAWARDS: In accordance with Exhibit 6, Subrecipient agrees to provide American Forests with all information necessary for American Forests to complete in a timely manner all required reports, including the names and total compensation of each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year, or documentation that Subrecipient is exempt from such reporting.

ARTICLE VI – MONITORING

A. American Forests may conduct monitoring to ensure Subrecipient capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that Subrecipient has in place effective internal controls to achieve these goals.

B. Monitoring will include an assessment of Subrecipient's performance against the goals and performance standards of the Grant and as required herein.

C. As a part of its ongoing monitoring process, American Forests will evaluate Subrecipient's progress and project goal attainment based on the required reports prepared by Subrecipient, as well as through regular meetings and/or ongoing discussions with Subrecipient project staff. American Forests reserves the right to request and conduct an onsite visit as part of its monitoring plan, and will provide reasonable advance notice of such a visit.

D. American Forests may require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring. Subrecipient shall adhere to any monitoring and evaluation plans developed and specifically required by American Forests as a result of monitoring activities.

ARTICLE VII – AUDITS AND MAINTENANCE OF RECORDS

A. BOOKS AND RECORDS: Recordkeeping is subject to 2 CFR 200.334 – 200.338. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement in sufficient detail to substantiate all expenditures related to this award. Subrecipient shall maintain these books and records for a period of at least three (3) years from final payment from American Forests.

B. AUDIT: Subrecipient is responsible for complying with the audit requirements in 2 CFR 200, Subpart Fand the Subrecipient shall furnish a copy of any such audit report to American Forests within 180 days of Subrecipient's year-end. Subrecipient shall give American Forests, the United States Comptroller General and the Agency, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement (including the applicable records maintained by its contractors and sub-subrecipients) at any time. American Forests shall provide reasonable advance notice to Subrecipient in the event of its audit and shall undertake reasonable efforts to do so in the event of an audit by the Agency or its representative. Copies of requested documents shall be furnished at no cost to American Forests or the United States government representatives if requested.

C. SINGLE AUDIT: In accordance with 2 CFR 200.501(a), non-federal entities that expend $750,000 or more in federal awards from all funding sources during their fiscal year, must have a Single Audit conducted in accordance with 2 CFR 200.514. If Subrecipient has received a Single Audit for the preceding year, a copy shall be provided. Subrecipient agrees to have such an audit conducted if applicable. As a condition of this award, Subrecipient shall annually certify if its organization has been subject to the Single Audit requirement according to the above citations. Subrecipient shall provide a copy of any required Single Audit reports to American Forests within 180 days of Subrecipient's year-end.

ARTICLE VIII – COMPLIANCE WITH LAWS

A. APPLICABLE LAWS: Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and applicable Agency guidance, and all provisions required thereby to be included herein are hereby incorporated by reference.

B. PERMITS: Subrecipient warrants that it and its subrecipients and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for American Forests.

C. INTERNAL CONTROLS: Subrecipient shall establish and maintain effective internal controls over this award per 2 CFR 200.303 that provides reasonable assurance that Subrecipient is managing the effort in compliance with Federal statutes, regulations, and the terms and conditions of the Grant. Subrecipient shall monitor its performance and take prompt action when it identifies any instances of noncompliance.

ARTICLE IX SUBCONTRACTING AND SUBAWARDING

A. APPROVAL REQUIRED. Subrecipient shall not issue any subcontracts or subawards under this Agreement without prior written approval from American Forests. Acceptance of a Budget that identifies specific subawards or subcontracts shall constitute such approval.

B. PROCUREMENT: Subrecipient shall comply with all procurement requirements, standards, and procedures in 2 CFR 200.310 through 2 CFR 200.327. Subrecipient shall follow the Procurement Guidelines to be provided by American Forests, which are based on the referenced regulations.

C. FURTHER FLOWDOWN: Subrecipient shall include in each lower-tier subaward or subcontract the appropriate flow-down clauses as required by this Subaward, the terms and conditions of the Grant, and 2 CFR Part 200, Appendix II.

ARTICLE X – NONDISCRIMINATION

A. NONDISCRIMINATION. Subrecipient shall not discriminate against any employee or

applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's characteristic(s) protected by federal, state, or local law.

B. EQUAL OPPORTUNITY. Subrecipient shall comply with Executive Order 11246, as amended and supplemented by regulations at 41 CFR Part 60 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and any other applicable federal and state anti-discrimination laws.

C. PUBLICATION. Subrecipient shall include the following statement in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: **"This institution is an equal opportunity provider."**

ARTICLE XI - SUBRECIPIENT'S COVENANTS

A. DISCLOSURES: Subrecipient agrees to disclose in writing to American Forests, in a timely manner: (1) any potential conflict of interest to the Agency or American Forests in accordance with Agency's conflict of interest policy per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Grant.

B. CERTIFICATION OF ELIGIBILITY: Subrecipient certifies that, to the best of its knowledge and belief, Subrecipient and its principals (referred to collectively in this Section as "Subrecipient Parties"):

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;

2. are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resource or support to, any such individuals or organizations or anyone else associated with terrorism;

3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and

4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Subrecipient Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Subrecipient Party is pending.

5. Will ensure that none of the funds, including supplies and services, received under this Agreement will be provided directly or indirectly (including through subawards

or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

If Subrecipient becomes aware that it or any Subrecipient Party is subject to any of the above conditions during the Term of this award, Subrecipient must notify American Forests immediately. If American Forests determines that Subrecipient or any Subrecipient Party is subject to any of the above conditions, American Forests, may terminate this Agreement effective immediately, with no further obligation hereunder, including payment.

C. INDEMNIFICATION: To the extent permitted by law, Subrecipient shall indemnify American Forests for all claims, actions, damages or other losses (including reasonable attorneys' fees) ("Losses") arising out of Subrecipient's performance of this Agreement, except to the extent such Losses are caused by American Forests.

D. INSURANCE: Subrecipient shall maintain the following insurance coverage during the term of this Agreement:

1. **General Liability and Property Damage:** Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:
   Premises - Operations
   Products and Completed Operations
   Personal Injury Liability
   Contractual Liability
   The policy shall be on an occurrence form and limits shall not be less than:
   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal & Advertising Injury

2. **Automotive Liability:** Subrecipient shall carry automotive liability insurance covering all motor vehicles used by Subrecipient in connection with this Agreement. Coverage limits shall not be less than $500,000 combined single limit.

3. **Workers Compensation:** Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State in which the work is performed under this award.

4. **Certificate:** Subrecipient shall provide a certificate of insurance to American Forests within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, Subrecipient shall provide written documentation verifying self-insured status.

E. PROPERTY: If work is to be performed on private (nonpublic) property, Subrecipient shall (i) ensure that permission for any such work is obtained from the owner(s) of such property; and (ii) secure an agreement from such owner(s) to hold harmless American Forests and the USDA Forest Service from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including any contractor or other party performing such work, or damage to any property of any kind whatsoever and to

whomsoever belonging, or any sanctions, penalties, or claims of damages resulting from work being funded through this subaward. Subrecipient shall provide a copy of such agreement to American Forests upon request.

ARTICLE XII – TITLE AND USE OF INTELLECTUAL PROPERTY

A. NAMES, LOGOS, AND INSIGNIA: The names and logos of the Parties and the Forest Service may not be used for any purpose without the prior express written permission of their owners. Subrecipient shall seek Agency consent (through American Forests) prior to use of Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production. Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award in accordance with 2 CFR 415.2.

B. RIGHTS: In performing the Grant Agreement and this Agreement, the Parties may produce documents, reports, data, studies, photographs, videos, maps, and the like, as well as product-specific documents (individually a "Work" and collectively "Works").

1. Unless otherwise required by the Agency or agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.

2. American Forests shall enjoy a perpetual, irrevocable, worldwide, unlimited use, non-exclusive, royalty-free right and license to reproduce, publish, incorporate, and otherwise use, and to authorize others to use, the Works of Subrecipient for any purpose, including to publish the results of the efforts under this Subgrant Agreement.

3. The Federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, incorporate, or otherwise use, and to authorize others to use the Works for federal government purposes.

C. DISTRIBUTION: Except as set forth above, neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

D. USE OF PROPRIETARY INFORMATION: The Parties anticipate that to perform under this Agreement, it might be necessary for either Party to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified in writing at the time of disclosure. Any such information shall not be used, published or divulged to any governmental entity, individual, organization or corporation, in any manner or for whatever purpose, except through the Party's previous written permission, which may be withheld by the respective Party at its sole discretion, or as required by law. Each Party will use reasonable efforts to protect the proprietary information of the other Party.

ARTICLE XIII – CLOSE-OUT PROCEDURES

Subrecipient shall submit a final financial report, a Disposition Request for any equipment purchased, and any other documentation required or requested by the Forest Service within forty-five (45) days of the conclusion of its work under this Agreement, prior to final payment hereunder. The final expense report must include documentation of match if applicable. Final payment may be withheld until these requirements have been fulfilled and approved by American Forests.

ARTICLE XIV– AMENDMENT AND TERMINATION OF AGREEMENT

A. SUBGRANT MODIFICATIONS: This Agreement, including all Exhibits, embodies the entire and complete agreement and understanding between the Parties. This Agreement may not be amended or modified, except as agreed to by the Parties in writing.

B. TERMINATION: Either Party may terminate this Subgrant Agreement at any time by giving sixty (60) days written notice to the other Party. If this Agreement is terminated pursuant to this article, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination. Subrecipient shall not place any orders or subgrants for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Nothing hereunder shall be construed to limit American Forests' right to terminate for default or non-compliance.

C. American Forests may terminate this Agreement with immediate effect through notice to Subrecipient in the event of: (i) termination or cancellation of the Cooperative Agreement by the Forest Service; (ii) a lapse or interruption of appropriations; or (iii) a determination by American Forests that the communities served do not qualify as "disadvantaged" per tools and guidance provided by the Forest Service. In such event, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination.

ARTICLE XV – DEFAULT AND REMEDIES

A. DEFAULT WITH OPPORTUNITY TO CURE: If any of the following events of default occur without being cured within ten (10) days from the date that written notice of such default is received by Subrecipient from American Forests, American Forests, in its sole discretion, may terminate this Agreement:

1. The Agency's determination that Subrecipient has failed to achieve the Grant Purposes;

2. The Agency's determination that Subrecipient has failed to comply with all applicable provisions of the Grant Agreement; or

3. American Forests' determination that Subrecipient has failed to perform any one of Subrecipient's multiple obligations under this Agreement.

B. DEFAULT RESULTING IN IMMEDIATE TERMINATION: In the event of either of these occurrences, American Forests may, in its sole discretion, declare Subrecipient in default and

terminate this Agreement immediately and Subrecipient shall have no right to cure such default:

1. Adoption of any strategy or policy by Subrecipient which willfully undercuts the effectiveness of American Forests' ability to achieve the Project outcome for which it is responsible under the Grant Agreement.

2. Misuse of funds by Subrecipient.

C. DELAY OR FAILURE TO COMPLETE DELIVERABLES: Subrecipient will provide written notice to American Forests of its failure to provide agreed-upon deliverables as soon as it becomes aware of its inability to complete deliverables on time. Failure to report data in a timely manner to the UCF IRA Accomplishment Reporting System shall be a failure to complete deliverables. If American Forests determines that Subrecipient's failure to complete deliverable(s) will result in significant barriers to achieve the Project outcomes, American Forests will give notice of such determination to Subrecipient and Subrecipient will provide an alternate strategy or deliverable to ensure success in achieving the Project outcomes, which may be accepted by American Forests in its sole discretion. The alternate strategy or deliverable will be submitted to American Forests for approval by American Forests and the Agency. American Forests may, in its sole discretion, terminate this Agreement if Subrecipient fails to comply with this subsection or if American Forests determines that an alternate strategy or deliverable is not acceptable under the circumstances.

D. REMEDIES: If Subrecipient fails to cure any breach or default prior to the expiration of the ten (10) day notice period, American Forests may demand repayment of all or a portion of the amounts paid, or invoke any other remedy allowed by the Grant Agreement, this Agreement, or by law. All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

ARTICLE XVI – DISPUTE RESOLUTION

In the event of any dispute relating to this Agreement, the Parties shall explore a resolution of the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive days, the Parties agree to terminate this Agreement. Following termination of this Agreement, Subrecipient shall complete all programmatic and financial reporting and return any unspent funds to American Forests.

ARTICLE XVII – EQUIPMENT

A. If the Budget provides for the acquisition of equipment by Subrecipient, Subrecipient will comply with the procurement standards in 2 CFR 200.317-200.327.

B. To ensure that the federal interest in acquired equipment is properly recorded, Subrecipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. Subrecipient is

expected to maintain the UCC filing until the equipment has a fair market value of less than $5,000 or is disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

C. Subrecipient shall inventory equipment acquired in part or in whole with Forest Service funds annually and submit a copy to American Forests. A final inventory shall be submitted for closeout. Subrecipient may use Tangible Personal Property Report Standard Forms (SF) 428.

D. Subrecipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. The Forest Service shall issue disposition instructions.

ARTICLE XVIII – MISCELLANEOUS PROVISIONS

A. PARAGRAPH TITLES: The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

B. NOTICE: Whenever notice is required to be given under the terms of this Agreement, such notice shall be in writing and may be delivered in person or via e-mail, regular mail, courier, or overnight delivery service. Such notice will be deemed effective upon its receipt.

C. RESPONSIBILITY: Each Party shall be solely responsible for the actions and/or omissions of its employees, contractors, and agents in implementing the objective of this Agreement.

D. NO JOINT VENTURE OR AGENCY: The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement. Neither Party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention. Neither Party may represent that it is acting as agent or representative of the other.

E. FORCE MAJEURE: Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if and to the extent such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), lapse of appropriated funds for the Agency, wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

F. ASSIGNMENT: Subrecipient may not assign or transfer its rights and obligations under this Subgrant Agreement without the prior written consent of American Forests.

G. SEVERABILITY: If any provision of this Agreement is held invalid, the other provisions herein shall not be affected thereby.

H. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia.

IN WITNESS WHEREOF this Agreement is executed on the date noted for each Party. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award.

BY AMERICAN FORESTS:

James A. Daley, President and CEO

_____ _____

Signature Date

BY SUBRECIPIENT:

Daniel Mahoney, Mayor

_____ _____

Signature and title Date

Andrea Muray, City Clerk

_____ _____

Signature and title Date

EXHIBITS

This Agreement contains the following Exhibits:

Exhibit 1: Scope of Work
Exhibit 2: Budget
Exhibit 3: Schedule of Reporting Requirements
Exhibit 4: Financial Reporting Format
Exhibit 5: Federal Subaward Terms
Exhibit 6: FFATA (Attachment B to CA)
Exhibit 7: Whistleblower (Attachment C to CA)

EXHIBIT 1
SCOPE OF WORK

1. **Project Scope Alignment:**

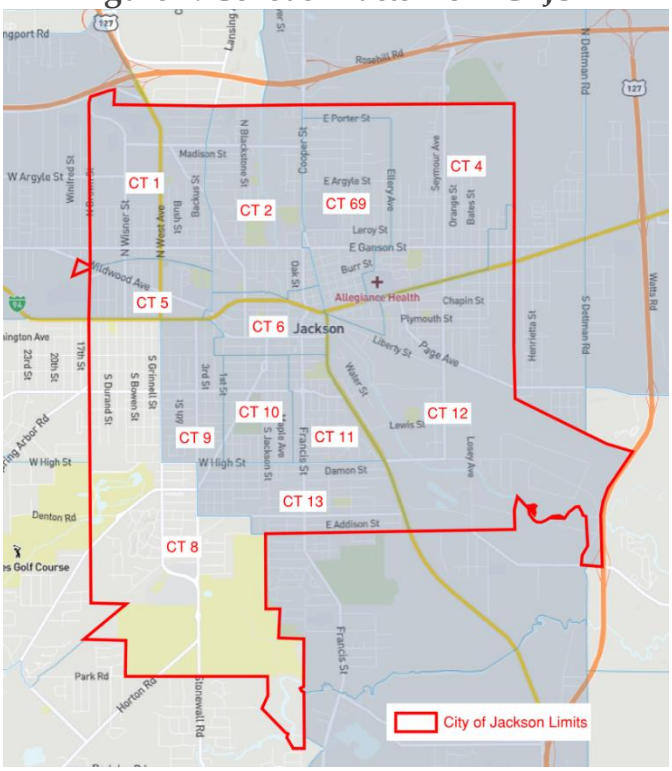
The City of Jackson, Michigan was founded and established in 1829. In the 1920s and 1930s, the City of Jackson grew from a small farm town into a mid-size manufacturing city with over twenty auto manufacturers. The City of Jackson was once a prosperous neighborhood with many businesses and well-built and maintained homes. The neighborhoods has changed and struggled to regain their early economic and community stability due to historic disinvestment and disenfranchisement of its residents. Disinvestment occurred through the "Residential Security Maps" classification that, from 1935 to 1940, created risk maps which identified "redlined" areas where banks were advised against lending. Due to its size, Jackson was one of 239 cities that received a risk map for lenders. The redlined area in Jackson resulted in reduced resources and denying residents access to capital for housing or businesses.

Years of poor urban planning in the form of the Urban Renewal and community disinvestment resulted in the demolition of 546 homes. The loss of homeownership in the community directly impacted the neighborhood's economy. Based on the U.S. Census Bureau of Reports, homeownership remains the number one builder of wealth. Prior to Urban Renewal, homeownership in the community was 77%. Today, it is under 15%.

Current demographic, economic, and environmental indicators show that residents of the redlined community still face challenges and disadvantages and have lower expected life outcomes. Strategic investment is needed to help counter the historic disinvestment. The reforestation of the City is recognized as an important tool in reversing shortcomings of the past to aid to revitalize the neighborhoods and the region.
During a similar timeframe as the neighborhood residents were being impacted by community disinvestment, the urban forest adjacent to the neighborhood homes was under attack by a number of tree borne “diseases” starting with Dutch elm disease in the 1960s and 1970s and the emerald ash borer in the 2000’s. Both of these diseases took a significant toll on the urban forest in the City of Jackson and, unfortunately with the other economic impacts on the community and its growing loss of tax base from industry and population, there was no interest or funding to expand the urban forest let alone replace the trees lost to these diseases.

The Climate and Economic Justice Screening Tool (CEJST) identifies 11 census tracts within the City of Jackson (see Figure 1) as disadvantaged. Based on census tract data, 85% of the City of Jackson is considered disadvantaged based on the federal definition.

Figure 1. Census Tracts from CEJST



This project proposes to work with trained arborists to develop and populate software to prepare a complete inventory of the current urban forest within the public rights of way utilizing current technologies including laptops, GPS equipment, forestry data collection applications, and GIS software. This city-wide inventory will allow the City to evaluate their current forest and make planning decisions on the best use of funds to strengthen the current tree canopy. By collecting and creating this city-wide information, the City will be equipped to choose planting locations and tree species to begin reforestation. This will also allow the bundling of existing resources and the grant funds to begin a four-year program to increase and improve the current urban tree stock. It will also prepare the City for future investment in the urban forest.

The objectives of the Urban Reforestation Program would be:

1. Create a tree inventory and management plan;
2. Plant a diversified selection of trees;
3. Conduct maintenance such as trimming, pest & disease control, fertilizing, etc.; and
4. Remove stumps and hazardous, diseased, and invasive trees.

These objectives would improve the low number and quality of the existing tree canopy throughout the City of Jackson. This program will also improve the resilience of urban forest by diversification of the tree stock within the City. These ideas are in direct

alignment with the "Ten-Year Urban and Community Forestry Action Plan."; specifically, Goal 3 and Goal 4.

Goal 3. Cultivate Diversity, Equity, and Leadership Within the Urban Forestry Community
A: Increase diversity, equity, and accessibility in urban and community forestry.
B: Engage underserved communities in urban and community forestry.

The tree inventory will be conducted across the entire city. A city-wide inventory is necessary to assess the condition of the current urban forest and ensure an equitable distribution of trees throughout the City and to inform prioritized investments in disadvantaged communities. Tree planting, maintenance, and removals will occur exclusively in areas identified as "disadvantaged."

Goal 4. Strengthen Urban and Community Forest Health and Biodiversity for Long-Term Resilience
A: Increase the biodiversity, health, and resilience of trees in urban and community forests.
B: Foster resilience, restoration, and sustainability of urban and community forests facing climate change

The addition to the tree canopy will aid in mitigating the urban heat island effect to protect the health of the community.

2. **Implementation Strategy/Methodology/Timeline:**

The City proposes a 4 year project approach. The first year involves the development of a city-wide tree inventory, which after its completion in the first year, would then be used on an annual basis to manage and upgrade the urban forest of the City of Jackson. Reforestation will occur in each of the 4 years. Additional details for each year are discussed below. This project would be a total cost of $757,275 and a match waiver is requested as tree planting, maintenance, and removal will occur in "disadvantaged communities." Additional information regarding match waiver is discussed in Section 5, Evidence of Disadvantaged Community Status.

Year 1: Issuance of a Request for Proposal (RFP) to contract with a forestry company to complete a computerized inventory of all of the trees within public rights of way. The inventory would include GPS locations, genus, species, caliper size and tree health of every tree. This information would be uploaded to the city-wide GIS system to provide a complete database of the urban forest. The information would be available to share between all the various City departments. Upon completion of the inventory, it will be reviewed by the company that prepared it and a tree management plan will be

developed. This will allow ease and consistency in determining planting sites and the appropriate tree species based on site size and location, in order to prioritize planting and work within or directly benefiting Disadvantaged Communities. Utilizing the tree management plan, the City will start an initial reforestation program and removal of some of the most hazardous trees.

Years 2-4: The existing inventory and tree management plan will be reviewed to determine planting sites and appropriate tree species for those sites, in order to prioritize planting and work within or directly benefitting Disadvantaged Communities. The City would continue with the reforestation program and contract with a certified arborist to identify tree species based on size of planting area, existing utilities, overhead obstructions. Using these factors, a group of diverse species would be identified that would be best suited for planting based on the location factors. This continued approach would assure the greatest success of developing a healthy and resilient urban tree stock. A portion of the funding would also be used for tree maintenance activities such as trimming, pest & disease control, or fertilizing. In addition, funding would be used to remove any hazardous, unhealthy, or invasive tree along with stump removal and related restoration. This would allow these previous locations that included trees to be prepped and included as sites for future consideration of tree plantings. The activities proposed in years 2-4 will be completed by City staff and contractors retained through competitive bid process.

3. **Capability and Capacity:**

Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.

The City of Jackson has extensive experience and staffing that has successfully utilized federal funds for community improvement projects. The City is an entitlement community and has been the recipient of CDBG funds since 1974. The City has received funding from numerous other sources including transportation funding which have included STP, HISP and the City's Major Street fund. The City has completed more than a dozen projects over the last three years using a combination of these funds. They have also received funding for Safe Routes to School Grants and Michigan Department of Natural Resources Trust Fund Grants.

This project would be administered by City staff with assistance from consulting firms. The City is uniquely positioned as they have staff that are solely responsible for grant administration as well as several City departments that routinely use federal grants, administer contracts, perform project management, maintain a GIS system, and interact and communicate with various neighborhood organizations.

Several staff members would be responsible for implementing and reporting on the grant outcomes:

Table 2. City Staff Roles

Name	Role
Chandra Willinger	Project Manager, Public Works and Utilities
Jeremiah Spencer	Assistant PM, Public Works and Forestry
Libbye Tellor	GIS Coordinator

4. **Communications Plan:**

The Communications plan would involve a kickoff press conference announcing the funding and the parties responsible for the funds. Local newspaper and television outlets would be invited to the event along with local, state and federal officials. This would include acknowledgement and proposed use of the funding by local officials, community activists and designated representative of the USDA, if appropriate. A ceremonial tree planting will conclude the event.

As this is a city-wide program with numerous site, instead of a specific location, the City would develop and erect signage at the City limits acknowledging the "Reforestation of the City Urban Forest" was being paid for in conjunction with federal grant funding provided by the USDA -Forestry Service-Urban and Community Forestry Grant. This would also be included on the City's website with a formal announcement and links would be created and attached to the City's web pages providing information about the program and the source and level of funding being provided by the USDA Forest Service.

5. **Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):**

All work under this grant will occur within or directly benefit Disadvantaged Communities. The EPA IRA Disadvantaged Communities / EJScreen datasets were reviewed for this project. A screenshot from the mapping tool is shown in Figure 2. A summary of census tracts, population, and disadvantaged status from the Climate & Economic Justice Screening Tool (CEJST) is shown below. This data suggests all census tracts, except 8, are disadvantaged and quality for a match waiver. Accordingly, work is proposed in the census tracts identified as EPA IRA Disadvantaged Communities in EPA EJScreen v2.2, and outlined below.

Disadvantaged Communities Include:

Census Tract	EPA EJScreen Disadvantaged Community Indicator
26075000900	EPA IRA Disadvantaged Communities
26075001000	EPA IRA Disadvantaged Communities
26075001300	EPA IRA Disadvantaged Communities
26075001100	EPA IRA Disadvantaged Communities
26075001200	EPA IRA Disadvantaged Communities
26075000600	EPA IRA Disadvantaged Communities
26075000500	EPA IRA Disadvantaged Communities
26075000200	EPA IRA Disadvantaged Communities
26075000100	EPA IRA Disadvantaged Communities
26075000400	EPA IRA Disadvantaged Communities
26075006900	EPA IRA Disadvantaged Communities

EPA IRA Disadvantaged Communities

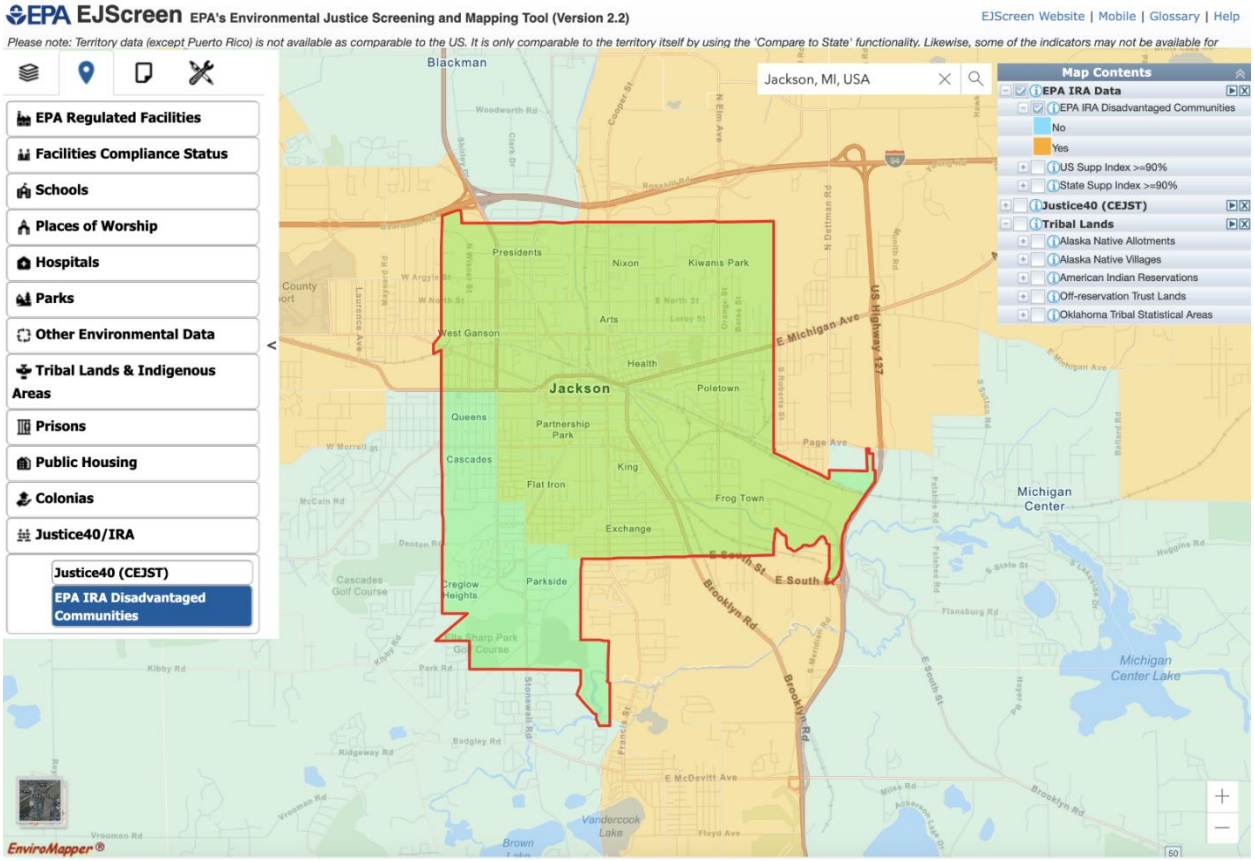


EXHIBIT 2
BUDGET

Budget Year(s)

Budget	**Amount**
Personnel	
Fringe Benefits	
Travel	
Supplies	
Contractual	$757,275
Other	
TOTAL DIRECT EXPENSES	**$757,275**
Indirect	
TOTAL EXPENSES	**$757,275**

EXHIBIT 3
SCHEDULE OF REPORTING REQUIREMENTS

PROGRAM PERFORMANCE REPORTS:

Subrecipient shall provide program performance reports using the templates to be provided by American Forests. This report should describe what was accomplished by this Subgrant as of the date of the Subgrant Report, outlining the activities that were undertaken by Subrecipient, the strategic choices that were made as a result of the Subgrant, and achievement of Subgrant Purposes. The report shall identify the Subrecipient's name, UEI, and reporting period covered by the report. The report narrative must include: (1) a comparison of actual accomplishments to the objectives of the Federal award established for the period; (2) an explanation of any problems, delays or unexpected or adverse conditions that prevented establishment of the objectives or that are likely to impair the ability of the Subrecipient to complete the Project Activities; and (3) an explanation of any changes or events that will enable the Subrecipient to complete the Project Activities at less cost, with less time, or with greater than expected results than planned.

In addition to the foregoing, the final Subgrant Report shall address the completion status of all Project Activities. This report should also include any written products (reports, fact sheets, etc.) resulting from Grant activities.

Under the Grant Agreement, American Forests must submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. To enable American Forests to meet this schedule, Subrecipient shall submit its program performance report by July 10 and January 10, respectively.

Subrecipient's final Subgrant Report shall be submitted no later than 60 days after the expiration date of this award.
Subrecipient further agrees to provide other data and reports as reasonably requested by American Forests in writing.

FINANCIAL REPORTS:

Subrecipient shall submit Consolidated Financial Reports in the format detailed in Exhibit 4 (subject to modification by American Forests), on a quarterly basis each year, per the following schedule as relevant to the performance period:

January 31	For expenditures from October 1 through December 31
April 30	For expenditures from January 1, through March 31
July 31	For expenditures from April 1 through June 30
October 31	For expenditures from July 1 through September 30

Subrecipient's final Consolidated Financial Report shall be submitted no later than 60 days after the expiration of this award. American Forests reserves the right to request additional financial information to enable completion of its reporting obligations under the Grant.

USDA FOREST SERVICE UCF IRA ACCOMPLISHMENT REPORTING SYSTEM:

Subrecipient shall input data in accordance with the metrics detailed in the UCF IRA Accomplishment Reporting System, which will support ad-hoc real-time report submissions through a mobile-friendly web-based, geospatially-enabled data collection application, or in such other form or method as specified by the Forest Service. The accomplishment data reported should include applicable project and program outcomes and deliverables described in Subrecipient's project narrative. This accomplishment reporting requirement is separate and complementary to the semi-annual performance and financial reports identified above.

EXHIBIT 4
FINANCIAL REPORTING FORMAT

Subrecipient shall provide data to American Forests sufficient to enable American Forests to complete Standard Form SF-425 and Federal Financial Report Attachment, SF-425A. Financial reports shall include the following information at a minimum:

SUBAWARD EXPENSES						
Category	**(A) Approved Budget**	**(B) Previously Reported Expenses**	**(C) Current Quarter Expenses**	**(D) Cumulative Project Expenses**	**(E) Budget Remaining (Col A – Col D)**	**Notes**
Personnel						
Fringe Benefits						
Travel						
Supplies						
Contractual						
Other						
Total Direct Charges						
Indirect Charges						
Total						

EXHIBIT 5
FEDERAL SUBAWARD TERMS

A. **Debarment and Suspension.** Subrecipient is required to comply with 2 C.F.R. Part 180, Subpart C. To the extent Subrecipient is permitted to subaward or subcontract any portion of the work under this Agreement, Subrecipient must verify that each subawardee or subcontractor that is retained by Subrecipient is not excluded or disqualified under the federal System for Award Management, and shall obtain appropriate certifications from each such entity to demonstrate compliance with these requirements and provide such certifications to American Forests upon request. Subrecipient shall require similar certifications from any lower-tiers and provide these to American Forests upon request.

B. **Telecommunication Equipment and Services.** In accordance with 2 CFR 200.216, Subrecipient is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.

C. **Domestic Preference for Procurements:** To the greatest extent practicable, Subrecipient shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.

D. **Contracting.** Subrecipient shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as set forth in 2 CFR Section 200.321.

E. **Prohibition Against Certain Internal Confidentiality Agreements.** Subrecipient may not require its employees or subcontractors, where applicable, seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.

F. **Eligible Workers.** Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of completed forms.

G. **Safety While Driving.** In accordance with E.O. 13513, "Federal Leadership on

Reducing Text Messaging While Driving," and E.O. 13043, "Increased Seat Belt Use in the United States", Subrecipient is encouraged to adopt and enforce policies that ban text messaging and using seatbelts while driving vehicles when performing any work on or behalf of the Government.

H. **Never Contract With The Enemy.** The award terms at 2 CFR 183 are incorporated by reference. Subrecipient is responsible for ensuring that none of the funds provided under this Agreement are provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

I. **Trafficking in Persons.** Federal policy prohibits any private entity or private entity employee from engaging in severe form of trafficking in persons, procure a commercial sex act, or use of forced labor in the performance of an award as addressed in 2 CFR 175.15. Subgrantee must inform the Agency immediately of any information you receive from any source alleging a violation of this policy and include the prohibition in any subaward or contract to a private entity for performance of this award. If Subgrantee is a private entity, the this award may be unilaterally terminated, without penalty, if Subgrantee: (1) Is determined to have violated the trafficking prohibition referenced above; or (2) Has an employee who is determined by the Agency to have violated the prohibition through conduct that is either: (i) Associated with performance under this award; or (ii) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

EXHIBIT 6

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. ***Applicability***. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. ***Where and when to report.***

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. ***What to report.*** You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov* specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. ***Applicability and what to report***. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received

1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
2. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. ***Where and when to report.*** You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. ***Applicability and what to report.***
Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received

1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
2. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. ***Where and when to report.*** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1

and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and
ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. ***Definitions.*** For purposes of this award term:

1. ***Federal Agency*** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. ***Non-Federal entity*** means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;
ii. A foreign public entity;
iii. A domestic or foreign nonprofit organization; and,
iv. A domestic or foreign for-profit organization

3. ***Executive*** means officers, managing partners, or any other employees in management positions.

4. ***Subaward:***

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. ***Subrecipient*** means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. ***Total compensation*** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

EXHIBIT 7

Whistleblower Notice

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or

A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Change Order 2 to the SCADA Improvements contract with J. Ranck Electric, Inc.

Recommendation:

Approve Change Order 2 to the SCADA Improvements Contract with J. Ranck Electric, Inc., in the decreased amount of $37,720.81 to balance the contract by removing the allowances not needed and authorize the City Manager and Director of Public Works to execute the appropriate document.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: August 13, 2024

RECOMMENDATION: Approve Change Order 2 to the SCADA Improvements Contract with J. Ranck Electric, Inc., in the decreased amount of $37,720.81 to balance the contract by removing the allowances not needed and authorize the City Manager and Director of Public Works to execute the appropriate document.

ISSUE STATEMENT

In September 2022, the City Council awarded J. Ranck Electric, Inc. the Supervisory Control and Data Acquisition (SCADA) Improvements contract. J. Ranck Electric, Inc. has completed the project at the City's Wastewater Treatment Plant (WWTP) and Change Order 2 is needed to balance the contract to reflect the actual allowances used. The original contract consisted of estimated allowance amounts.

This change order does not represent a significant change in or expansion of the current 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 project this ensures both parties are in agreement regarding the work completed.

DESCRIBE THE CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is part of the process for completing and closing contracts. The contract closing process can proceed once the balancing change order is approved. Once the City has received all the appropriate documentation, the city will release the retainage and make the final payment.

This change order decreases the current contract amount by $37,720.81, bringing it to $872,783.19. This cost reduction is due to allowances not needed for software and furniture to complete the project, as the original contract included estimated allowances.

OWNERSHIP

The Department of Public Works is responsible for planning and executing the capital improvements at the City's WWTP. Utilizing the City's American Rescue Plan Act (ARPA)

funding, we were able to execute the SCADA Improvements project and make necessary upgrades to modernize the processes at the WWTP. Therefore, providing more efficient services to the residents of the City and surrounding communities.

On September 27, 2022, the City Council approved the award of the contract to J. Ranck Electric, Inc., of Mt. Pleasant, Michigan in the amount of $910,204.

SOLUTION

The Department of Public Works has prepared balancing Change Order 2 to adjust the originally estimated allowances for software and furniture. The project engineer, Tetra Tech, Inc, and the contractor are in agreement on the allowances to reflect a decrease of $37,720.81, in the contract amount.

FACILITATE IMPLEMENTATION

Approve Change Order 2 to the SCADA Improvements Contract with J. Ranck Electric, Inc., in the decreased amount of $37,720.81 to balance the contract by removing the allowances not needed and authorize the City Manager and Director of Public Works to execute the appropriate document.

ATTACHMENTS

1. J Ranck Electric - WWTP SCADA_Change Order #2
2. WWTP SCADA Improvements-Recommendation

CHANGE ORDER NO. 2
To Contract for
Jackson WWTP SCADA Improvements
City of 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	**$910,204.00**
CHANGE ORDER NO. 1	**$0.00**
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$910,204.00**
CHANGE ORDER NO. 2	**($37,720.81)**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	**$872,483.19**

REASON FOR CHANGE ORDER:

The remaining allowances for software and furniture in the current contract will be removed upon the recommendation of our project engineer, Tetra Tech, Inc., as the project was completed in July 2024, and these items will not be utilized. This change order will adjust the final balance of the contract amount and facilitate the project's closure.

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Jordan Wilcox, Contracts Manager
J. Ranck Electric, Inc.

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

CHANGE ORDER

CONTRACTOR:	J. Ranck Electric, Inc.	C.O. Number:	No. 2
	1993 Gover Parkway	Date:	7/1/2024
	Mount Pleasant, MI 48858	Project:	200-12740-21002
OWNER:	City of Jackson	Contract:	WWTP SCADA Improvements

TO THE CONTRACTOR NAMED ABOVE:
Under the terms of this Agreement, and upon acceptance of CONTRACTOR and approval of OWNER, ENGINEER recommends the following changes to the Agreement:

Removal (deletion) of remaining software and furniture contract allowances.

No.	Description	Add/ Deduct	Amount
1	**Delete remaining software allowance**	**Deduct**	**$22,963.98**
2	**Delete remaining furniture allowance**	**Deduct**	**$14,756.83**
	TOTAL THIS CHANGE ORDER		**-$37,720.81**

REASON FOR CHANGE: Unused Allowance Monies

Current Contract Price	$910,204.00
This Change Order Add/Deduct	-$37,720.81 (deduct)
Revised Contract Price	**$872,483.19**
Current Substantial Completion Date	
Current Final Completion Date	July 2024
Contract Time Extension	**0 Days**
Revised Substantial Completion Date	
Revised Final Completion Date	

The above is agreed to as full and complete compensation for the Work listed in this Change Order.

RECOMMENDED BY: Tetra Tech, Inc.

Michael S. Jones DATE: July 1, 2024

ACCEPTED BY: CONTRACTOR: J. Ranck Electric

_____ DATE: 7/1/2024

APPROVED BY: OWNER: City of Jackson

_____ DATE: _____

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Caterpillar Model: CB2.7-MB Compactor from Michigan CAT.

Recommendation:

Approve the purchase of a new Caterpillar Model: CB2.7-MB Compactor from Michigan CAT for $66,166.00. MiDeal Contract number 240000000165.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: August 13, 2024

RECOMMENDATION: Approve the purchase of a new Caterpillar Model: CB2.7-MB Compactor from Michigan CAT for $66,166.00. MiDeal Contract number 240000000165.

ISSUE STATEMENT

The compactor that needs to be replaced is a 2000. This model has more than surpassed its life expectancy which is evident in the breakdowns and costly repairs. Additionally, it has become a safety concern.

DESCRIBE THE CONSEQUENCES

If we are unable to purchase a new Caterpillar CB2.7-MB Compactor the breakdowns and costly repairs of our current compactor will interfere with our ability to complete tasks. Our safety concern with this outdated piece of equipment is the primary reason the replacement is warranted.

OWNERSHIP

Our current 2000 model compactor has surpassed its life expectancy Due to the extensive use, the frequency of needing repairs has grown and is costly. This is a planned purchase and is part of the normal fleet replacement in the 2024/25 approved budget.

SOLUTION

Purchase a new Caterpillar Model: CB2.7-MB Compactor from Michigan CAT for the MiDeal price of $66,166.00 to be paid for out of 616-454-985.000 in the approved 2024/2025 budget.

FACILITATE IMPLEMENTATION

Approve the purchase of a new Caterpillar Model: CB2.7-MB Compactor from Michigan CAT for $66,166.00. MiDeal Contract number 240000000165

ATTACHMENTS

1. CAT roller

Jun 20, 2024

CITY OF JACKSONMMC
161 WEST MICHIGAN AVE
Jackson, Michigan 49201

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: CB2.7-MB Compactors - Utility with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

CB2.7 03A UTILITY COMPACTOR	543-2140	SINGLE POINT LIFT	574-6034
Double drum vibratory compactor with 1200 mm (47") drum width		GUARDS, BUMPER	569-8093
ENGINE, CAT C1.7T	621-4038	DRUM SCRAPER, FOLDING	603-5887
LIGHTS, WORKING, LED	568-5154	OIL, HYD, STANDARD	574-6039
SWITCH, BATTERY DISCONNECT	565-3708	INSTRUCTIONS, ANSI	574-6030
SEAT, WITH SAFETY SWITCH	573-5962	MATS, COCOA	456-9432
SUPPORT, SLIDING FOR SEAT	364-2279	FREEZE PROTECTION	574-6076
ROPS, FOLDABLE, LOCKABLE	574-6088	CERTIFICATE OF ORIGIN	0F-5109
TRAVEL CONTROL, CUP HOLDER	453-9461	ROLL ON-ROLL OFF	0G-0044
PRODUCT LINK, CELLULAR PL243	577-1414		

WARRANTY & COVERAGE

Standard Warranty:	Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine. * All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during entire warranty period.
Extended Coverage:	CB2.7-60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH

Sell Price	$66,166.00
Net Balance Due	$66,166.00
Ext Warranty	Included
Total Net Purchase Price	$66,166.00

ADDITIONAL CONSIDERATIONS

- MIDEAL CONTRACT # 240000000165

Thank you for your interest in Dealership and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Jay Johnson
Machine Sales Representative
Dealership
Jay.Johnson@MICHIGANCAT.com
517-281-9384

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Caterpillar model: 430 Backhoe for Michigan CAT,

Recommendation:

Approve the purchase of a new Caterpillar model: 430 Backhoe for Michigan CAT, 7650 Millett Hwy, Lansing Michigan for the amount of $158,705.00. MiDeal contract number 240000000165.

DEPARTMENTAL REPORT

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

FROM: Mike Osborn, Director of public Works

DATE: August 13th, 2024

RECOMMENDATION: Approve the purchase of a new Caterpillar model: 430 Backhoe for Michigan CAT, 7650 Millett Hwy, Lansing Michigan for the amount of $158,705.00. MiDeal contract number 240000000165.

ISSUE STATEMENT

The backhoe that needs to be replaced is a 2012. With almost daily use the hydraulic system is weak and the pins and bushings show significant signs of wear. Our current model has more than surpassed its expected life which is evident in the equipment breakdowns and numerous repairs.

DESCRIBE THE CONSEQUENCES

If we are unable purchase a new Water Department backhoe, equipment failures and costly repairs will become more common as our current backhoe has surpassed its life expectancy.

OWNERSHIP

As stated above our current model has more than surpassed its life expectancy and exhaustive repairs have become increasingly expensive. In order to move forward while at the same time be a good steward of city funds we must cultivate a well maintained fleet of working equipment to continue our work. This is a planned purchase and is part of the normal planned fleet replacement in the 2024/25 approved budget.

SOLUTION

Purchase a new Caterpillar Model: 430 Backhoe for $158,705.00. This purchase was planned for in our 2024/2025 approved budget. We will continue to plan for and budget timely replacement of older equipment.

FACILITATE IMPLEMENTATION

Approve the purchase of a new Caterpillar model: 430 Backhoe from Michigan CAT, 7650 Millett Hwy Lansing Michigan for the amount of $158,705.00. MiDeal contract number 240000000165.

Jun 20, 2024

CITY OF JACKSON WATER DEPARTMENTMCAT
161 W MICHIGAN AVE FL 6
Jackson, Michigan 49201

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 430 Backhoe/Industrial Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:	**SERIAL NUMBER:**	**YEAR:**	**SMU:**

MACHINE SPECIFICATIONS

430 07A BACKHOE LOADER CFG2	543-3343	BUCKET-GP, 1.5 YD3, PO CUTTING EDGE, TWO PIECE,WIDE	337-7401 9R-5320
HRC MACHINE		BUCKET, HOE, (NONE)	175-7877
LANE 2 - AVAILABLE FROM CLAYTON AND WACO DISTRIBUTION CENTERS (SAP)		INSTRUCTIONS, ANSI	559-0872
LANE 3 - AVAILABLE FROM CLAYTON AND WACO DISTRIBUTION CENTERS (SAP)		MIRRORS, EXTERNAL, BOTH SIDES	382-2499
AVAILABLE FOR: AM-N and PUERTO RICO		SHIPPING/STORAGE PROTECTION	461-6839
BELT, SEAT, 2" SUSPENSION	206-1747	TRIM PACKAGE 2	642-9585
RUST PREVENTATIVE APPLICATOR	462-1033	PRODUCT LINK, CELLULAR, PLE643	639-4880
FENDERS, FRONT 4WD	563-6098	COUPLER, PIN LOCK, BL F	5441901
TIRES, 340 80R18/500 70R24, MX	320-2384	BUCKET-HD, 24", 7.3 FT3, PL	2471950
STABILIZER PADS, FLIP-OVER	9R-6007		
LOADER BUCKET PINS	545-8548		

WARRANTY & COVERAGE

Standard Warranty:	Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine. * All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during entire warranty period.

Sell Price	$158,705.00
Net Balance Due	$158,705.00
Total Net Purchase Price	$158,705.00

ADDITIONAL CONSIDERATIONS

- MIDEAL CONTRACT # 240000000165

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER
$0.00

Thank you for your interest in Dealership and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jay Johnson
Machine Sales Representative
Dealership
Jay.Johnson@MICHIGANCAT.com
517-281-9384

OPTIONS:

Components	Ref No.	Qty	Sell
Warranty			
430-60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH			$3,792.68

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Purchase of a new 2024 Vermeer D10x15 system

Recommendation:

Approve the purchase of a new 2024 Vermeer D10x15 system for $226,614.71. This price includes a 7% contingency. Sourcewell # 110421-VRM.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: August 13, 2024

RECOMMENDATION: Approve the purchase of a new 2024 Vermeer D10x15 system for $226,614.71. This price includes a 7% contingency. Sourcewell # 110421-VRM.

ISSUE STATEMENT

The purchase of this directional drilling machine, will allow us to install service lines in a more efficient manner thus saving time. Taking into consideration the timeline that the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has placed on us and the fact this timeline may change again, we need to accomplish as many services as possible. It is of critical importance that we remove and replace the lead in the system.

DESCRIBE THE CONSEQUENCES

If the lead is not removed and replaced throughout the City of Jackson's water system, we could receive a violation from EGLE. Additionally, the Environmental Protection Agency (EPA) are in discussions to shorten the timeline once again.

OWNERSHIP

We, the City of Jackson Water Department are responsible for removing and replacing all lead service lines. Due to health effects, this was written into law in 2014 in regards to the changes in the Lead and Copper Rule and revised in 2018. We anticipate this will be revisited and the timeline may be shortened again.

SOLUTION

A directional drilling machine such as this one bores from one hole to the next quickly and can space the holes quite far apart. It then pulls the copper or plastic service line back in the reverse. This saves time with less excavating and minimizes restoration work as it is a far better option than open trench digging. Purchase of 1 new 2024 Vermeer D10x15 system for $226,614.71. This price includes a 7% contingency, to be paid for out of the approved budget. Line item number 403-542-000-985.000. . Sourcewell # 110421-VRM

FACILITATE IMPLEMENTATION

Approve the purchase of a new 2024 Vermeer D10x15 system for $226,614.71. This price includes a 7% contingency. Sourcewell # 110421-VRM.

ATTACHMENTS

1. City of Jackson D10x15 package 12-6-23
2. Vermeer Sourcewell #

940 Garden Lane
Fowlerville, MI 48836
517-915-0555
www.vermeermidwest.com

12/13/2023

Quote #: Q-23300-2
PO #:

Bill To:
City of Jackson Water Dept.
Jeremiah Spencer
521 Water St.
Jackson, MI 49201
517-914-4021

Ship To:
City of Jackson Water Dept.
Jeremiah Spencer
521 Water St.
Jackson, MI 49201
517-914-4021

To Whom It May Concern:

I would like to submit this quote to you.

1	**New 2024 Vermeer D10x15**	**$131,087.52**
1	**New Vermeer MX125**	**$11,570.93**
1	**New B&B Trailer 10T**	**$24,500.00**
1	**New DCI F5 Falcon +**	**$28,800.00**

Documentation Fee	**$100.00**
CONFIDENCE PLUS 3 YRS (D10X15III)-PREMIUM COV W/MN	**$12,161.00**
CONFIDENCE PLUS 3 YRS (D10X15III)-PREMIUM COV W/MN	
CONFIDENCE PLUS 3 YRS (MX125)-PREMIUM COV W/MNT	**$1,320.00**
CONFIDENCE PLUS 3 YRS (MX125)-PREMIUM COV W/MNT	

Documentation Fee	**$100.00**
Untaxed Machine	**$195,958.45**
Freight and Prep	**$2,000.00**
Warranty	**$13,481.00**
License and Title	**$250.00**
Grand Total	**$211,789.45**
----------	**----------**
Total Due	**$211,789.45**
----------	**----------**

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 60 months based on $0 down	$4,294.31

Initials: _____

Quote #:Q-23300

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____ Date: _____

Thank you for your consideration.

Sincerely,

Nathan Johnston
nathan.johnston@vermeermidwest.com

Initials: _____ Quote #:Q-23300


Sourcewell
Awarded Contract
Contract # 110421-VRM

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Approve a contract with M&K Jetting and Televising

Recommendation:

Approve a contract with M&K Jetting and Televising in the amount of $144,375.00 for performing water service line verification for the Complete Distribution Service Material Inventory.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: August 13, 2024

RECOMMENDATION: Approve a contract with M&K Jetting and Televising in the amount of $144,375.00 for performing water service line verification for the Complete Distribution Service Material Inventory.

ISSUE STATEMENT

2018 revisions to the Michigan Safe Drinking Water Act, 1976 PA 399, as amended, requires that water supplies develop and maintain a Complete Distribution System Materials Inventory (CDSMI). Pursuant to Rule 325.11604(c)(ii), a CDSMI must be submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) by October 16, 2024.

DESCRIBE THE CONSEQUENCES

If the CDSMI is not completed and submitted to the Michigan Department of Environment, Great Lakes, and Energy by October 16, 2024, The City of Jackson will be in violation of the Michigan Safe Drinking Water Act and subject to monetary fines.

The Department's estimate for this project is $150,000. On July 22, 2024, bids were opened in the Purchasing department and are as follows.

Company	Bid
M&K Jetting and Televising, Jackson MI	$144,375.
Amerivac, LLC, Jackson, MI	$158,363.82
M.L Chartier Excavating, Fair Haven, MI	$187,612.50
Dukes Root Control, Elgin, IL	$206,579.50

This project will be paid for with water funds.

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

A) Price (25%)

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

Company	A	B	C	D	E	Total
M&K Jetting and Televising, Jackson MI	40	30	20	5	20	115
Amerivac, LLC, Jackson, MI	25	21	15	5	20	86
M.L Chartier Excavating, Fair Haven, MI	20	22	15	5	10	72
Dukes Root Control, Elgin, IL	15	27	15	5	10	72

OWNERSHIP

The City of Jackson's Department of Public Works is responsible for keeping our drinking water safe for our residents and to ensure we are in compliance with the Michigan Safe drinking water act.

SOLUTION

If the contract is awarded, the City of Jackson will be able to complete the CDSMI and be in compliance with the State of Michigan.

FACILITATE IMPLEMENTATION

Approve a contract with M&K Jetting and Televising in the amount of $144,375.00 for performing water service line verification for the Complete Distribution Service Material Inventory

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ATTACHMENTS

1. Bid Tabulation - 2025 DPW CDSMI

JACKSON
Founded 1829

BID TABULATION
FOR
2025 DPW CDSMI
JULY 22, 2024

		M&K JETTING & TELEVISING 3201 W. MICHIGAN AVE JACKSON MI 49202	AMERIVAC, LLC 1806 WOODSUM ST JACKSON MI 49203	M.L. CHARTIER EXCAVATING 9195 MARINE CITY HWY FAIR HAVEN MI 48023	DUKE'S ROOT CONTROL 400 AIRPORT RD STE E ELGIN IL 60123
ITEM	**DESCRIPTION**	**BID**	**BID**	**BID**	**BID**
1	**LUMP SUM**	$ 144,375.00	$ 158,363.82	$ 187,612.50	$ 206,579.50
2	**UNIT PRICE**	$ 385.00	$ 420.33	$ 500.30	$ 550.88
TOTAL BID	LUMP SUM DOES NOT INCLUDE UNIT PRICE	$ 144,375.00	$ 158,363.82	$ 187,612.50	$ 206,579.50

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Change Order 7 to the CWSRF contract with Allied Mechanical Services, Inc.

Recommendation:

Approve Change Order No. 7 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $36,722.00 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: August 13, 2024

RECOMMENDATION: Approve Change Order No. 7 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $36,722.00 and authorize the City Manager and Director of Public Works to execute the appropriate documents.

ISSUE STATEMENT

In December 2023, an 18-inch cast iron pipe at the Myrtle Lift Station connecting the wet well to Pump #4 broke. The antiquated cast iron pipe is deteriorated and broken in a location difficult to repair. The new Pump #4, which was installed in early 2024, has been sitting idle and is unable to be started up due to the broken pipe. Multiple quotes were solicited for the replacement of the large 18-inch pipe, but it is currently cost-prohibitive. Allied Mechanical Services, Inc. proposed an alternative method for a short-term repair of the pipe that will allow the new pump to be started up and put into service.

DESCRIBE THE CONSEQUENCES

The new Pump #4 has been paid for and is fully installed, but it cannot be started or put into service due to the broken pipe. If the pipe is not fixed, the Myrtle Lift Station will have reduced flow capacity if any other pump fails. This could cause flooding and sewage backups throughout the city's sewer collection system. This brand-new pump must be operated and exercised regularly or risk seizing up if it is left sitting idle for too long.

OWNERSHIP

The Myrtle Lift Station is owned by the City and operated by the Department of Public Works (DPW). When the sizable 18-inch pipe broke, the DPW had this pipe and an adjacent pipe to Pump #3 scanned to determine the pipe thickness. Scan results indicated both antiquated pipes to be severely deteriorated with reduced pipe thickness. The cast iron pipes were installed before 1950 and may have broken due to the deteriorated thickness. The DPW is working on a solution to repair the pipes and will budget for long-term replacement through its Wastewater Treatment Plant's capital improvement plan.

SOLUTION

This repair will remove the broken section of the 18” pipe and provide a connection to allow Pump #4 to operate and be placed into service. The DPW will work with engineering consultants to investigate the suction piping further and determine a reliable long-term replacement plan for the remaining deteriorated piping and budget for these costs.

FACILITATE IMPLEMENTATION

Approve Change Order No. 7 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents.

ATTACHMENTS

1. Allied Mechanical - CWSRF_Change Order #7
2. CWSRF_CO#7-Recommendations
3. 8.13.24 11U Contractor Communication

Change Order No. 7
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**
CHANGE ORDER NO. 6	**$59,039.00**
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDERS NO. 1 THROUGH NO. 6	**$12,135,040.00**
CHANGE ORDER NO. 7	**$36,722.00**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 7	**$12,171,762.00**

REASON FOR AMENDMENT:

As outlined in the attached memo from Fishbeck, a credit is offered for planned concrete repairs that were not needed, and additional work is needed to repair the broken pipe at Myrtle Lift Station and connect suction piping to Pump 4. 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:

CHANGE ORDER
PAGE 1 OF 2

CONTRACT FOR:	WWTP CWSRF 2022 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Allied Mechanical Services, Inc. 3860 Roger B Chaffee Memorial Drive, SE Grand Rapids, MI 49548
ENGINEER:	Fishbeck 39500 MacKenzie Drive, Suite 100 Novi, MI 48377
ATTACHMENTS:	Bulletin No. 5, Proposals from AMS

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

A. Incorporate Item No. 1 identified in Bulletin No. 5:
ITEM NO. 1: Primary Clarifier 13 – Concrete Rehabilitation
Delete 132 SF of concrete to be removed and replaced on horizontal surfaces. Adjust quantity of crack injection to delete 74 LF.

DEDUCT: $18,549.00

B. Incorporate Change Request Proposal dated July 29, 2024:
Proposal regarding “Wall Pipe Alternative Repair Rev. 1” dated July 29, 2024, is approved to repair piping at Myrtle Lift Station and connect suction piping to Pump 4.

ADD: $55,271.00

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract time:
	Substantial Completion: March 1, 2024
$11,030,000.00	Ready for final payment: April 30, 2024
Previous Change Order Nos.: 1–6	Net increase from previous Change Orders:
$1,105,040.00	426 Days
Contract Price prior to this Change Order:	Contract Time prior to this Change Order:
	Substantial Completion: May 1, 2025
$12,135,040.00	Ready for final payment: June 30, 2025
Net increase of this Change Order:	Net change of this Change Order:
$36,722.00	0 Days
Contract Price with all approved Change Orders:	Contract Time with all approved Change Orders:
	Substantial Completion: May 1, 2025
$12,171,762.00	Ready for final payment: June 30, 2025

RECOMMENDED

By: _____
Engineer

Erin H. Szczegielniak, PE,
Project Manager
Name and Title of Signatory

Date: July 30, 2024

END OF CHANGE ORDER

BULLETIN
PAGE 1 OF 2

CONTRACT FOR:	WWTP CWSRF 2022 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Allied Mechanical Services, Inc. 3860 Roger B Chaffee Memorial Drive, SE Grand Rapids, MI 49548
ENGINEER:	Fishbeck 39500 MacKenzie Drive, Suite 100 Novi, MI 48377
DRAWING REVISION NO.:	B5
ISSUED HEREWITH:	
SPECIFICATION SECTIONS:	None
SHEETS:	S103

The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Contractor is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.

Return one completed and signed copy of the Bulletin to Engineer on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

ITEM NO. 1: Primary Clarifier 13 – Concrete Rehabilitation
Sheet: S103 – Primary Clarifier 13 Plan (reissued)

A. Delete concrete to be removed and replaced (Key Note 1 repair). Sheet S103 originally indicated 132 SF total repair on horizontal surfaces.
B. Adjust quantity of crack injection (Key Note 2 repair). Sheet S103 originally indicated 90 LF. Adjust this quantity to 16 LF total.

DEDUCT: $ (18,549.00)

Contractor: Bob Sweet

Digitally signed by Bob Sweet
DN: C=US, E=bsweet@alliedmechanical.com, O=Allied Mechanical Services, OU=Contractor, CN=Bob Sweet
Date: 2024.07.03 14:34:13-04'00'

Signature

Bob Sweet PM

Name and Title of Signatory

7-3-24

Date

END OF BULLETIN

ALTERNATES

BASE BID:
NO WORK TO BE DONE TO PRIMARY CLARIFIER 13.

ALTERNATE 5:
ALL WORK TO PRIMARY CLARIFIER 13 SHOWN ON THIS SHEET AND ANY REFERENCED SHEETS.

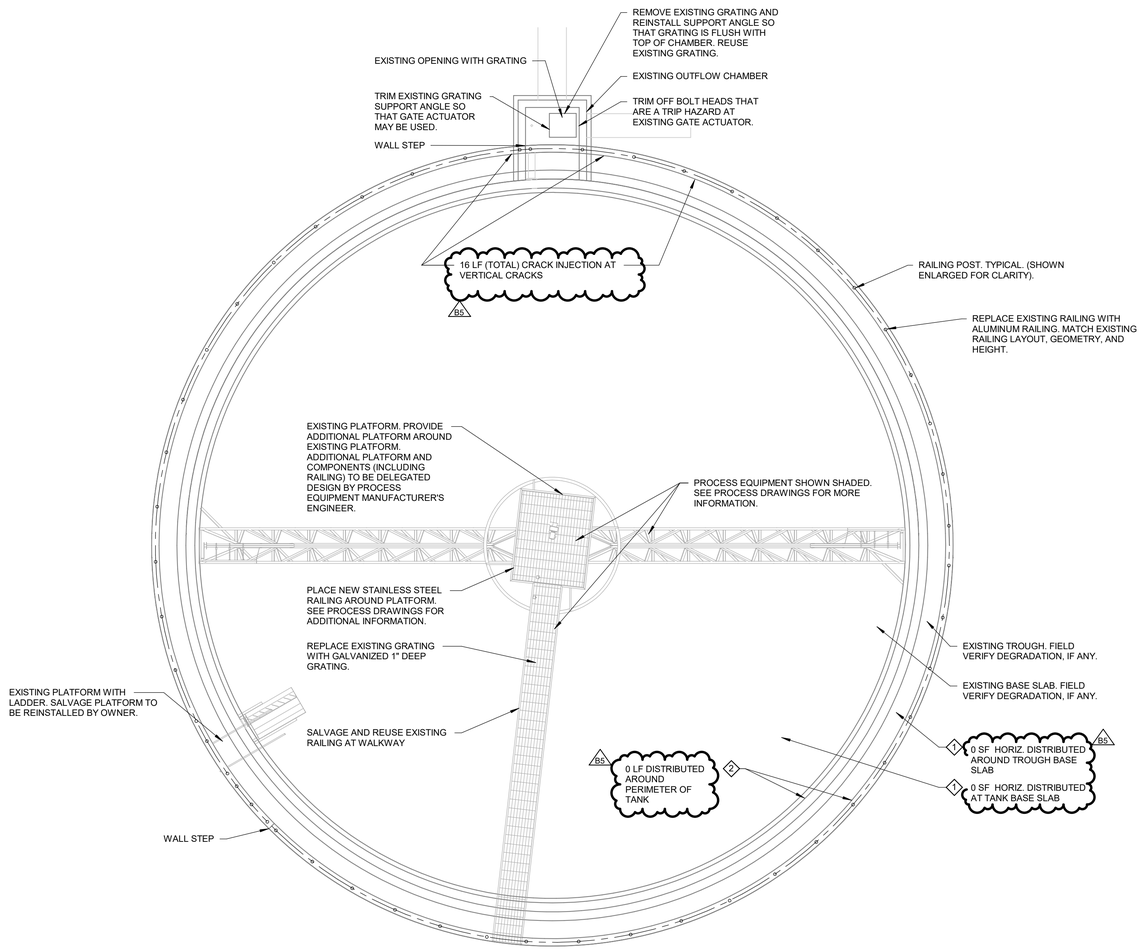
NOTES

1. PRIMARY CLARIFIER 13 AND ASSOCIATED CHAMBERS WERE NOT ABLE TO BE TAKEN DOWN FOR EXISTING CONDITIONS OBSERVATION. THESE DRAWINGS HAVE BEEN CREATED BY ASSUMING A SIMILAR LEVEL OF REPAIR WILL BE REQUIRED AS IS REQUIRED FOR PRIMARY CLARIFIERS 1-6, WHICH WERE ENTERED. VERIFY QUANTITIES OF REPAIRS PRIOR TO BEGINNING THE WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES NOTED BETWEEN EXISTING CONDITIONS AND THE DRAWINGS.
2. NOT USED.
3. PRIOR TO INSTALLING NEW RAILING POST BASES, REPAIR CONCRETE WHERE REQUIRED. THE FOLLOWING CONCRETE WALL REPAIRS ARE REQUIRED: AT (2) POST BASES, REPAIR DELAMINATION PER RAILING SPALL REPAIR DETAIL, AT (9) POST BASES, ROUT AND SEAL CRACK AT TOP OF WALL GREATER THAN 1/32" THICK. AT (28) POST BASES, MEASURE CRACK TO VERIFY IT IS NOT GREATER THAN 1/32". IF CRACK IS GREATER, ROUT AND SEAL CRACK AT TOP OF WALL PRIOR TO INSTALLING NEW RAILING.

(B5)

KEY NOTES

1. CONCRETE SPALL OR DELAMINATION. ESTIMATES OF QUANTITIES ARE SHOWN ON THE DRAWINGS. ACTUAL AMOUNT OF DEGRADATION TO BE FIELD VERIFIED. REPAIR PER TYPICAL CONCRETE REPAIR DETAIL. FOR ESTIMATION PURPOSES, ASSUME ALL SPALL OR DELAMINATION REPAIRS ARE 4" THICK.
2. INJECT CRACK WITH POLYURETHANE SEALANT FULL HEIGHT OF WALL AT EXTERIOR WALL.



PRIMARY CLARIFIER 13 PLAN

SCALE: 1/8" = 1'-0"

NORTH

0 4 8 16



PHOTO 1 - RAILING AT ACCESS PLATFORM WITH LADDER
NO SCALE

fishbeck
Engineers | Architects | Scientists | Constructors

City of Jackson
Jackson County, Michigan

WWTP CWSRF 2022 Improvements

REVISIONS		
7/11/2022	A2	ADDENDUM NO. 2
6/20/2024	B5	BULLETIN NO. 5

10/26/2022 FOR CONSTRUCTION

Drawn By	TS6
Designer	TS6
Reviewer	CJO
Manager	EHS

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.
210403

SHEET NO.
S103

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PLOT INFO: 6/20/2024 2:43:37 PM Autodesk Docs://210403/2022_S_PrimarySludgeBldg_210403.rvt

July 3, 2024
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP CWSRF 2022 Improvements
RE: Bulletin 5

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Deduct for Clarifier 13 concrete repair scope reduction.

Total Deduct ……..……..……..……..$(18,549.00)

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 Bulletin 5
Date; 7/3/2024

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			$0.00
Grand River			($17,666.00)
Total Subcontractors			($17,666.00)
Subtotal			($17,666.00)
	5.00%		
Total Value of Extra			**($18,549.30)**

Grand River Construction, Inc.

General Contractors • Commercial and Industrial • Concrete Specialist

July 3, 2024

Mr. Bob Sweet
Allied Mechanical Services, Inc.
5688 E ML Avenue A
Kalamazoo, MI 49048

RE: Jackson WWTP CWSRF 2022 Improvements
Change Request – Credit for Bulletin 5 Work Scope at Clarifier 13

Dear Mr. Sweet,

Grand River Construction is offering a credit in the amount of $17,666.00 to remove the patching scope & reduce the structural injection scope from Clarifier 13 per bulletin 5.

- Structural Injection: -74 LF @ $55.00/LF = ($4,070.00)
- Patching Repair: -132 SF @ $103.00/SF = ($13,596.00)

Please see the attached back-up.

Sincerely,

GRAND RIVER CONSTRUCTION, INC.

Dave Nyhuis
Project Manager & Estimator

5025 40th Avenue, Hudsonville, MI 49426
Phone: 616-669-5611
www.grandriverconstruction.com
Fax: 616-669-3466

REFERENCE: Bulletin 5 DATE: 7/3/2024

PROJECT: Jackson WWTP CWSRF Improvements Project

DESCRIPTION: Structural Injections: Reduce quantity down from 90 LF to 16 LF. Credit provided for 74 LF.

A. Equipment, Materials, and Supplies

Bid Material Deduct			-1,017.50	
		Subtotal	-1,017.50	
		Sales Tax 6%		
		Overhead 10%		
		Material Total		-1,017.50

B. Labor:

Trade	Hours	Rate		
Project Foreman	0.00	$95.00	0.00	
Carpenter	0.00	$62.19	0.00	
Laborer	-64.00	$47.84	-3,062.02	
Finisher	0.00	$60.37	0.00	
Operator	0.00	$78.71	0.00	
		Subtotal	-3,062.02	
		Overhead 15%		
		Labor Total		-3,062.02

C. Subcontractors

		Subtotal	0.00	
		Overhead 10%	0.00	
		Subcontractor Total		0.00
			TOTAL A+B+C	**-4,079.52**
			TOTAL:	**-4,080.00**

Allied Mechanical Services
Purchase Order 21170.805.1

Grand River Construction, Inc.
Change Request Breakdown

REFERENCE:	Bulletin 5	DATE:	7/3/2024
PROJECT:	Jackson WWTP CWSRF Improvements Project		
DESCRIPTION:	Patching: Removed 132 SF of patching from Clarifier 13.		

A. Equipment, Materials, and Supplies

Bid Materials Deduct			-3,405.00	
		Subtotal	-3,405.00	
		Sales Tax 6%		
		Overhead 10%		
		Material Total		-3,405.00

B. Labor:

Trade	Hours	Rate		
Project Foreman	0.00	$95.00	0.00	
Carpenter	0.00	$62.19	0.00	
Laborer	-213.00	$47.84	-10,190.77	
Finisher	0.00	$60.37	0.00	
Operator	0.00	$78.71	0.00	
		Subtotal	-10,190.77	
		Overhead 15%		
		Labor Total		-10,190.77

C. Subcontractors

	Subtotal	0.00	
	Overhead 10%	0.00	
	Subcontractor Total		0.00
		TOTAL A+B+C	**-13,595.77**
		TOTAL:	**-13,596.00**

July 29, 2024

Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP
RE: **Wall Pipe Alternative Repair Rev.1**

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Remove concrete to allow room for new flange installation.
- Remove ball currently being used as a secondary isolation measure.
- Cut wall pipe and remove existing flange near the wall in pump room.
- Install a mega lug flange adaptor on 18” ductile wall pipe in the pump room.
- Pressure test existing wall pipe and new flange installation.
- Install existing 18” knife gate valve.
- Remove blind flange and install the 90, and flare in wet well.
- Install new 304 SS Sch 40 flanged spool between valve and pump P-4 for the purpose of addressing any minor misalignment of the pump and piping.

Total Cost……..……..……..……..$55,271.00

Exclusions/Clarifications:

- The proposal is based on the following assumptions.
  1) The blind flange that is currently in place is installed with a gasket and tightened properly to allow for the removal of the ball currently in place as a secondary isolation and to facilitate a pressure test of the wall pipe and new flange installation.
  2) The pump is permanently connected to the discharge piping and any misalignment can be remediated with a fabricated spool installed by AMS on the suction side of the pump.
  3) The existing 90 and flare are located inside the wet well.

- There is some risk that at some point in the process we discover the wall pipe is beyond repair and it will no longer be usable.
- Bypass pumping and tank cleaning are excluded.

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 Bulletin 4 Item 1 P4 Alternate
Date; 7/29/2024

Material	Rate	Hours/Units	Total
			$16,618.00
Equipment			
Total Material & Equip			$16,618.00
Labor			
Project Manager	$108.70	0	$0.00
Foreman	$104.35	95	$9,913.25
Journeyman	$100.00	190	$19,000.00
Apprentice	$88.70		$0.00
Safety Rep	$108.70		$0.00
Total Piping Labor			$28,913.25
OT Premium			
Foreman 1-1/2	$41.74	24	$1,001.76
Foreman Double	$83.48	0	$0.00
Journeyman 1-1/2	$40.00	48	$1,920.00
Journeyman Double	$80.00	0	$0.00
Total OT Premium			$2,921.76
Sheet Metal Shop Labor			
Foreman	$104.35	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			$48,453.01
Subcontractors			
Murray Paint			$0.00
JK Tank Cleaning & Bypass			$0.00
Centennial			$0.00
Total Subcontractors			$0.00
Subtotal			$48,453.01
	15.00%		
Total Value of Extra			**$55,720.96**

Lisa Moutinho

From: Mike Osborn
Sent: Monday, August 5, 2024 9:45 AM
To: Lisa Moutinho
Subject: FW: Jackson WWTP - Myrtle LS P-4 Connection

From: DeBaeke, Jim <jdebaeke@fishbeck.com>
Sent: Monday, August 5, 2024 9:43 AM
To: Mike Osborn <mosborn@cityofjackson.org>
Cc: Szczegielniak, Erin <erins@fishbeck.com>
Subject: Fwd: Jackson WWTP - Myrtle LS P-4 Connection

James DeBaeke | Construction Manager
Fishbeck | w: 248.324.2090 | c: 517.740.8702 | jdebaeke@ Fishbeck.com

Begin forwarded message:

> **From:** Andrew Johnson <ajohnson@heaneygeneralcontracting.com>
> **Date:** August 5, 2024 at 9:40:38 AM EDT
> **To:** "DeBaeke, Jim" <jdebaeke@fishbeck.com>
> **Cc:** "Szczegielniak, Erin" <erins@fishbeck.com>
> **Subject: Jackson WWTP - Myrtle LS P-4 Connection**
>
> EXTERNAL EMAIL
>
> Jim,
>
> Heaney General Contracting accepts the decision by the City of Jackson to have Allied Mechanical Services complete the repair and final influent connection on pump labeled P-4 at Myrtle Lift Station.
>
> Best,
>
> Andrew Johnson
> Project Mgr./Superintendent
> Heaney General Contracting, Inc.
> www.heaneygeneralcontracting.com
> Mobile: 517-206-3498
> ajohnson@heaneygeneralcontracting.com

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Award Public Service Agreement with Fishbeck in the not to exceed amount of $187,500

Recommendation:

Award a Professional Services Agreement Contract with Fishbeck in a not to Exceed Amount of $187,500 to Provide Environmental Consultant Services During the Commercial Exchange Demolition

Attached is a memorandum from Shane LaPorte, Community Development Director, recommending City Council award a Professional Services Agreement Contract with Fishbeck in a not to exceed amount of $187,500 to provide environmental consultant services during the Commercial Exchange demolition.

I recommend awarding a Professional Services Agreement with Fishbeck in a not to exceed amount of $187,500.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: August 13, 2024

RECOMMENDATION: Award a Professional Services Agreement Contract with Fishbeck in a not to Exceed Amount of $187,500 to Provide Environmental Consultant Services During the Commercial Exchange Demolition

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ISSUE STATEMENT

On May 28, 2024, the Jackson City Council approved entering a Memorandum of Understanding (MOU) for City staff to serve as consultants to the Jackson County Land Bank Authority (JCLBA) to demolish the burned out section (eastern side) of the former Commercial Exchange Building at 140 W North St. Due to the high level of known contaminants, City staff requires the assistance of an environmental consultant to oversee and monitor activities related to the environment. A Request for Proposals was advertised on July 3, 2024 with submissions to be received by July 24, 2024. A total of 11 environmental entities submitted responses.

Staff carefully reviewed all submissions and scored the best six. Based on the scoring, Fishbeck received the top score based on their responses regarding project management approach, professional experience of key staff, proposed timeline, company experience and qualifications, team compatibility and cost.

DESCRIBE THE CONSEQUENCES

The condition of the building, the presence of toxic chemicals from the former manufacturing operations, and the close proximity to residential neighborhoods, amenities and the Grand River, compounded by the fire on August 22, 2023, make this demolition project uniquely challenging. The scope of environmental concerns and coordination with Michigan's Department of Environment, Great Lakes, and Energy (EGLE) and the Environmental Protection Agency (EPA) is beyond City staff's knowledge and capabilities. Failure to award a Professional Services Agreement to Fishbeck to lead and direct staff would be disastrous to the community.

OWNERSHIP

The Community Development Department is charged with the demolition of dangerous buildings by ordinance.

SOLUTION

Fishbeck, as the Environmental Consultant, will work in conjunction with City staff to perform the following:

- *Identification of Testing Needs* – review the project and identify necessary testing processes to comply with all Federal, State and local requirements, including those specified by the EPA and EGLE.
- *Project Planning* – upon receipt of test results, work with City staff to create project plans to address any remediation and monitoring needs to complete the project.
- *Drafting of Bid Documents* – work with City staff to ensure all testing, remediation and demolition activities requiring public bidding are properly itemized.
- *Oversight of Contractors* – in conjunction with the City's Chief Building Official, monitor contractor activities related to environmental concerns during the demolition to ensure compliance with project contracts, grant requirements and Federal, State and/or local legal requirements.
- *Preparation of Reports* – complete and file all environmental reports as may be required by the EPA, EGLE, and/or other similar agency, facilitating meetings as may be necessary.
- *Collection of Documentation* – assist City staff with the collection of necessary paperwork related to grant and legal compliance.

The amount of $187,500 is a not to exceed price for the above activities. If any extra or additional services are required, they will be reimbursed on a time and material basis if first approved by the City.

FACILITATE IMPLEMENTATION

Requested action is for City Council to award a Professional Services Agreement Contract with Fishbeck in a not to exceed amount of $187,500 to provide environmental consultant services during the Commercial Exchange demolition.

ATTACHMENTS

1. BID TABULATION - RFP - ENVIRONMENTAL SERVICES CONSULTING
2. RFP Scoring

JACKSON
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BID TABULATION
FOR
RFP - ENVIRONMENTAL SERVICES CONSULTING
NORTH ST. FACTORY
JULY 24, 2024

Respondent	Address	City/State/Zip Code	Quote
BLDI Environmental Engineering	150 Fountain St NE	Grand Rapids, MI 49503	tally not provided
DLZ	1425 Keystone Ave	Lansing, MI 48911	$ 237,000.00
EGIS BLN USA Inc	48797 Alpha Dr, Ste 130	Wixom, MI 48393	$ 153,840.60
Environmental Testing & Consulting	38900 W Huroon River Dr	Romulus, MI 48174	$ 142,590.00
Fishbeck	2960 Interstate Pkwy	Kalamazoo, MI 49048	$ 187,500.00
Materials Testing Consultants	2855 Jolly Rd	Okemos, MI 48864	$ 745,000.00
Michigan Consulting & Environmental	132 E Grand River Ave	Brighton, MI 48116	tally not provided
Testing Engineers & Consultants, Inc	1343 Rochester Rd POB 249	Troy, MI 48099	tally not provided
Tetra Tech	1136 Oak Valley Dr, Ste 100	Ann Arbor, MI 48108	$ 171,709.08
TriMedia Environmental & Engineering	315 S Grand St	Marshall, MI 49068	$ 135,000.00
Intertek Professional Service Industries, Inc	4500 Helm St, Ste 200	Plymouth, MI 48170	Disqualified

Environmental Consultant RFP Scoring

Respondent	Project Mgmt 10	Prof Experience 25	Timeline 15	Company Qualifications 15	Team Compatability 25	Price 10	MBE/WBE 5	Total Possible Points 105
Fishbeck	10	25	15	15	25	9	0	99
Tetra Tech	9	25	14	15	25	8	0	96
Trimedia	5	25	14	15	25	8	0	92
EGIS	5	25	15	15	9	10	0	79
ETC	5	25	1	15	10	10	5	71
DLZ	5	25	5	15	9	8	0	67

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Approval of a Resolution to accept a $664,600 Spark Grant from the Michigan Department of Natural Resources and the Council of Community Foundation for a new addition to the MLK Center pavilion and playground.

Recommendation:

To approve a Resolution to accept a $664,600 Spark Grant from the Michigan Department of Natural Resources and the Council of Community Foundation for a new addition to the MLK Center pavilion and playground.

Approval of a Resolution for a Spark Grant for the MLK Center to build a new playground and picnic shelter. We received a $663,600 Spark Grant to do this work by 2026.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: August 13, 2024

RECOMMENDATION: Approval of a Resolution to accept a $664,600 Spark Grant from the Michigan Department of Natural Resources and the Council of Community Foundation for a new addition to the MLK Center pavilion and playground.

ISSUE STATEMENT

The Spark Grant allows the City to provide more multi-generational playground equipment and a new pavilion at the MLK Center.

DESCRIBE THE CONSEQUENCES

We must return the $663,600 grant if the resolution is not approved.

OWNERSHIP

The City of Jackson Parks and Recreation Department always looks for opportunities to update and grow our parks and playgrounds. Working with the Jackson Community Foundation was a great partnership, and Monica Moser helped me through the process of working with the Council of Michigan Foundations.

SOLUTION

With the approval of this resolution, we, the department, can move quickly to make the playground and pavilion a reality.

FACILITATE IMPLEMENTATION

Approval of a Resolution to accept a $664,600 Spark Grant from the Michigan Department of Natural Resources and the Council of Community Foundation for a new addition to the MLK Center pavilion and playground.

ATTACHMENTS

1. SPARK GRANT RESOLUTION

SPARK GRANT RESOLUTION

WHEREAS, the Michigan Department of Natural Resources (the "Department") has authority to issue grants for the development of public outdoor recreation facilities under sections to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, the State of Michigan was awarded 6.54 billion dollars under the Fiscal Recovery Fund, and in section 451 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the Department for an ARPA grant to the Council of Michigan Foundations (CMF) in the amount of $27,500,000 (the "Grant"): and

WHEREAS, in consideration of receiving the Grant, CMF has been tasked with providing technical assistance and distribution of ARPA funding to support the expansion of access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social, and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan's historically under-resourced and underrepresented communities (the "Project"); and

WHEREAS, CMF entered into a Spark Partnership Agreement (the "Partnership Agreement") with the Department in order to receive the Grant; and

WHEREAS, this innovative partnership will help ensure community voice is centered in this work to advance equitable and transformative change for Michigan's historically under-resources and underrepresented communities; and

WHEREAS, the Partnership Agreement expressly requires that all Spark Partnership Subrecipients assume certain specific risks and responsibilities by entering a Subrecipient Grant Agreement with Grantee (CMF) in consideration of their funding.; and

WHEREAS, Subrecipient has agreed to contract for, manage, and implement certain portions of the Project, and CMF has committed to provide a portion of the Grant funding to the Subrecipient for those portions of the Project, subject to certain conditions being met and final Department approval.

Upon motion made_____(member)_____and seconded by

_____(member)_____, the following Resolution was adopted:

RESOLVED, that the City of Jackson, Michigan, does hereby accept the terms of the Subrecipient Agreement as received from the Council of Michigan Foundations, and that the City of Jackson, Michigan does herby specifically agree, but not by way of limitation, as follows:

1. To Authorize the sum of $663,600 dollars toward construction and related costs to complete the project according to the Subrecipient Agreement with the Council of Michigan Foundations,
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Council of Michigan Foundations and/or the Michigan Department of Natural Resources for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Subrecipient Agreement.
4. To regulate the use of the facility constructed and reserved under the Agreement to assure the use thereof by the public or equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set fourth in the foregoing portions of this resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Subrecipient Agreement with the Council of Michigan Foundations, which Resolution was adopted by the _____ at a meeting held _____, 2024.

_____

Signature

_____

Title

_____

Date

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 13, 2024

SUBJECT: Approval of Racial Equity Audit Proposal from CNA Center for Justice

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Recommendation:

Approval of the $125,000 Racial Equity Audit Proposal from the CNA Center for Racial Justice as requested by the City of Jackson Racial Equity Commission.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: John Willis, Director of Diversity, Equity & Inclusion

DATE: August 13, 2024

RECOMMENDATION: Approval of the $125,000 Racial Equity Audit Proposal from the CNA Center for Racial Justice as requested by the City of Jackson Racial Equity Commission.

ISSUE STATEMENT

The City of Jackson Racial Equity Commission is seeking approval for the Racial Equity Audit Proposal from the CNA Center for Justice Research. CNA is recognized for its excellence in conducting equity audits for municipal government agencies, consistently delivering high-quality, independent, and objective assessments. This Racial Equity Audit is mandated by the ordinance that established the Racial Equity Commission and is essential for establishing an objective foundation for the equity work required in the City of Jackson.

DESCRIBE THE CONSEQUENCES

CNA will conduct the audit for a firm-fixed price of $125,000. To ensure effective and efficient execution, CNA requests the City consider a no-cost extension on the Phase One budget, allowing for a seamless transition between Phase One and a Phase Two if necessary. This would enable CNA to utilize remaining Phase One funds through December 31, 2025. CNA as a leading racial equity audit firm has worked across the table to make this affordable to the City of Jackson for a fraction of the cost of similar work in competing proposals.

OWNERSHIP

The City of Jackson Racial Equity Commission was established in September 2020 to promote equity, inclusion, within the City of Jackson. As an official agency of local government, it is responsible for reviewing city policies, practices, budgets, and other relevant matters related to addressing racism and racial inequities. The commission makes recommendations to the city manager and city council on ways to advance racial justice and equity in the city. (Ord. No. 2020-14 § 2, 9-8-20, Section 15-81a.)
To make informed recommendations, the ordinance requires a racial equity audit to assess the current state of racial equity within the city. This audit will facilitate the development of an effective action plan, ensuring the City of Jackson's practices and policies are equitable and inclusive, thereby fostering a welcoming environment for all. An effective action plan requires an

accurate base as a foundation.
A racial equity audit is a requirement stipulated in the Racial Equity Commission ordinance. To provide the City Council and City Manager with accurate recommendations, it is imperative that this audit is conducted by an objective and reputable organization. The results of the audit will enable the Racial Equity Commission to base its recommendations on factual data rather than opinions.

SOLUTION

FACILITATE IMPLEMENTATION

This Chief Equity Officer recommends that the City Council approve the Racial Equity Audit Proposal from CNA to advance our city's commitment to equity and inclusion.

ATTACHMENTS

1. Jackson MI Racial Equity Audit Proposal

City of Jackson, MI Racial Equity Audit

Scope of Work and Timeline

Submitted by:
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This proposal includes data and intellectual property that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract or grant is awarded to this offer or as a result of – or in connection with – the submission of these data and intellectual property, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this proposal if it is obtained from another source without restriction.

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1. Introduction

CNA is pleased to provide more information to the City of Jackson, Michigan, about our approach and qualifications to perform a racial equity audit for the City, encompassing a review of 13 city departments: Assessor's Office, City Attorney, City Clerk, Diversity, Equity and Inclusion, Finance, Fire Department, Neighborhood & Economic Operations, Parks, Recreation, Cemeteries & Trails, Personnel & Labor Relations, Police Department, Public Works, Purchasing, and Treasurer's Office. As a leader in the field of operations research and equity assessments, CNA has played an important role in building innovative and effective government principles and practices through our research, analysis, and support to national training and technical assistance programs.

CNA is a nonprofit research organization with a strong history of delivering high-quality, independent, and objective assessments of municipal government agencies, particularly on topics such as racial equity. We work directly with hundreds of municipal governments on diverse topics spanning the breadth of government services. This includes specialized expertise and experience reviewing and assessing agencies for bias and disparities due to race or ethnicity using multi-method, comprehensive assessment approaches grounded in operational research and best practices. We will provide the City of Jackson with the best opportunity for success in identifying policies and practices that may be contributing to inequity and translating these findings into actionable and sustainable recommendations to allow the City to fairly and effectively serve its community.

2. Project Approach

In order to examine racial equity across the City of Jackson municipal government, CNA will work closely with city officials, departmental personnel, and the community. Our team will assess, analyze, and make recommendations to improve departmental operations and address equity issues. Our team will use a multi-method approach to assess equity within city departments, to include an organizational survey, individual interviews, policy review, analysis of administrative data, and community listening sessions.

Organizational Survey

CNA will deploy an organizational survey focused on culture and equity to all city personnel. This survey includes validated questions intended to assess personnel perceptions of culture and equity within their workplace, including a mixture of close response and open-ended questions. For this survey, we will include standardized items that can be used to compare responses across all City departments within Jackson while also working with the City of Jackson to determine whether any department-specific items are appropriate and necessary. Upon collecting data from all departments, CNA will analyze the data in two phases. First, prior to January 1, 2025, , CNA will conduct preliminary analysis using descriptive statistics and cross-tabulations, providing an initial window into trends within the data and providing direction for our

interviews with City employees. These findings will be detailed in an initial findings and recommendations memo. Building off the data analysis during the first phase, we will then conduct more detailed and explorative data analysis between January 1, 2025 and December 31, 2025, incorporating thematic coding of qualitative items into our analysis. During this time, we will also discuss with City of Jackson representatives whether additional surveys would be appropriate and necessary to further explore initial findings. Where department size would result in the potential loss of anonymity, we will combine survey responses across departments. We will work with the City of Jackson to determine the most appropriate combinations.

Scope: All City personnel.

City Responsibility: Distribution of survey link to personnel or provision of email addresses for all personnel.

Policy Review

CNA will review policies from all departments that are relevant to the equity audit focus. During our initial phase, we will prioritize policies, procedures, SOPs, and other guiding documents within the Police Department to gain an understanding of current operations and processes. Examples of policies to be reviewed include (but are not limited to) policies about hiring, promotions, and retention; policies about engagement and interaction with the community; policies about job duties and expectations. Policies that will not be reviewed include logistical and administration policies related to, for example, hazardous material spills or medical emergency procedures. We will use a standardized approach to document review, using a memo template that captures policy implications for equity outcomes as well as suggested revisions or recommendations to address any identified gaps or concerns. CNA will then use this policy review to inform our interviews with City of Jackson Police Department personnel, allowing us to speak to department employees from an informed position about their practices and develop questions that will best allow us to explore perceptions of equity within department operations. As part of our interviews with Police Department personnel (see below), we will also discuss other policies, procedures, SOPs, or other guiding documents they believe impact equitable operations and delivery of services, and incorporate that into our findings and recommendations. In performing our second phase of assessment, we will conduct a similar review with other departments within the City of Jackson, and will incorporate this review into our final assessment report.

Scope: Select policies relevant to the equity audit.

City Responsibility: Provision of policy documents in PDF or Word-compatible format.

Individual Interviews

CNA will conduct semi-structured interviews to further our understanding of formal policies and procedures, as well as gain insights into agency culture and equity concerns and challenges. Similar to our review of policy, interviews will occur in two phases, the first of which will focus on Police Department interviews (from award date to January 1, 2025) and the second

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of which will focus on interviews with other City department personnel (January 1, 2025 to December 31, 2025). Our team has extensive experience conducting interviews regarding with personnel in all aspects of local government. As simply reading a department's policies and procedures does not provide a comprehensive view of an agency's culture and unique dynamics, these interviews will provide contextual data for understanding how departmental practices, culture, and leadership are operationalized in reality. CNA will conduct interviews with a diverse set of each department's personnel, to include leadership, supervisors, and line staff, providing us a 360-degree view of how each department expects to operate as well as how each department does operate. Before conducting these interviews, we will work with the City of Jackson to gather a list of all personnel within each department. CNA will then select a representative sample of department staff to ensure interviewees are reflective of the demographics, roles, and experience within each department. Upon all data analysis, including administrative data and qualitative interview data, we will work with the City of Jackson to determine whether additional interviews are necessary in order to ensure that our final report's findings are triangulated using all available information.

Scope: Thirty to one hundred percent of staff in each department, depending on department size. Staff to be selected to ensure diversity in demographics, roles, and experience.

City Responsibility: Provision of staff directory and contact information; allocation of time for personnel to participate in interviews.

Analysis of Administrative Data

CNA will perform analysis of administrative data, if available, related to department demographics and community interactions. This analysis will be descriptive in nature, providing disproportionality indices for department personnel racial demographics compared to City of Jackson population demographics reported in the 2020 Decennial Census. If Police Department data on community interactions (traffic stops, arrests, searches, use of force) is available in a readily analyzable format, requiring minimal data cleaning, CNA will perform disproportionality analysis for that data as well. For this analysis, we will analyze five years of police interaction data, evaluating changes over the years as well as (where possible) focusing on hotspots within the city for both interactions and crime trends. This analysis will occur during the first phase of CNA's work.

Scope: Disproportionality analysis for department personnel demographics and select Police Department community interactions.

City Responsibility: Provision of department personnel demographic data and Police Department community interaction data in Excel-compatible format.

Community Listening Sessions

Listening sessions with community members will help us understand community perceptions regarding racial equity in city services. Community members are often well informed

about the policies and practices of their local government, based on their own experiences, those of their friends and neighbors, and insights gleaned through direct communication from the city. Based on their direct experiences and perceptions, they can provide insight into how policies and practices may inadvertently result in disparate outcomes or inequitable treatment. CNA will work with City of Jackson personnel to identify community stakeholders who can contribute to these listening sessions and perform a snowball methodology to advertise the listening sessions we will conduct. As part of this, CNA will prepare marketing materials to be distributed to identified stakeholders, develop listening session protocols to be approved by the City of Jackson, and hold at least two (2) virtual listening sessions to allow for more accessibility than in-person sessions can deliver. One of these listening sessions will be dedicated specifically to community experiences with and perceptions of the Jackson Police Department.

Scope: At least two (2) listening sessions, one dedicated specifically to the Police Department.

City Responsibility: Distribution of listening session marketing materials via City social media and communication channels, and coordination to market the sessions via local media, advocacy groups, neighborhood and community organizations, etc.

3. Timeline and Deliverables

CNA will conduct this work in two overlapping phases, in accordance with the City's request for an initial assessment period followed by continued work in the next fiscal year. This proposal covers Phase One (contract award date to January 1, 2025).

Prior to beginning the first phase, we will conduct a kickoff meeting with City of Jackson leadership to further discuss our approach, answer any remaining questions, and identify a schedule for regular and consistent check-in meetings. We recommend holding these meetings on a bi-weekly basis.

Phase One

Between the contract award date and January 1, 2025, CNA will primarily focus on the following activities:

- Distribution of organizational survey and preliminary data analysis (descriptive statistics for close-response questions)
- Review of Police Department policies, procedures, SOPs, and other guiding documents
- Disproportionality analysis of Police Department community interaction data
- Interviews with Police Department personnel
- Community listening sessions

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At the conclusion of this period, CNA will deliver an initial findings and recommendations memo. This memo will include findings and recommendations developed based on the data collection and analysis completed in Phase One. Each observation will include a succinct finding statement, supporting analysis and evidence, and one or more recommendations to address the finding. This deliverable will not include a complete summary of methodology or analysis, which will be developed in Phase Two, and will primarily focus on the non-Police Department agencies within the City of Jackson.

4. Scope of Work

Policy Review

Review existing City-wide and Departmental-specific policies and procedures with a DEI lens and make recommendations for updates or creation of new policies and procedures.

Recommendations

- Conduct outreach to and communication with key community partners on issues related to diversity, equity, and inclusion (DEI). Communicate findings, both positive and negative, and need for adjustments to approach.
- Recommend any external citizen/community-oriented DEI activities needed to complement and enhance the City's work.

Program Structure

We expect the proposed program to address, at a minimum, the following elements:

- Establish and/confirm a baseline to determine: 1) Gaps in workforce engagement involving diversity, belonging, equity and inclusion; and 2) How identified gaps might be overcome.
- Following review of the City's organizational assessment, determine what areas need culturally competent trainings and employee engagement, i.e., understanding the LGBTQIA Community (to include transgender, gender fluidity, and non-binary), and understanding the construct of race and racism.
- Guide and direct the City's efforts to attract and retain an engaged and diverse workforce with the ability to work collaboratively across differences to achieve organizational objectives.
- Provide technical assistance to the Mayor, Council and Directors to establish DEI performance indicators, strategies, measures, or programs that address identified gaps and align with the City's overall strategy.
- Review external policies (e.g., city-wide housing, transportation and economic issues, community diversity, inclusion, and access to City services.)

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- Community engagement and development of external communication strategies to inform diverse populations of the City's activities and invite them to participate.

Integration

- Aim to build stakeholder and community engagement processes into the work and ensure that each of our steps and actions include an element of capacity building.

Internal Equity Evaluation

The internal racial equity audit would include a review of existing documents regarding program information and evaluation, member surveys, human resource policies and procedures, marketing materials, the City website, and other pertinent documents to develop a more comprehensive picture of the organizational climate in relation to its goal of equity. Included in the audit will be a review of policies and activities of other cities and municipalities.

Once material is collected and analyzed, the consultants will prepare a detailed summary report, including but not limited to an analysis outlining key themes, recommendations for incorporating action steps into administrative and programmatic areas, and a compilation of racial equity programs of similar organizations.

Audit elements are expected to include, at a minimum:

a) Assessments of programs, policies, structures, practices, and culture resulting in qualitative and quantitative data regarding the current work and workplace of the City, as well as stakeholder perspectives and expectations for future organizational culture change in relation to racial equity programming and practice.

b) A comprehensive written report of the audit detailing its process, key themes, analysis of the gaps and disconnects between the current and future/desired state of the organization, and opportunities to build upon. The report should include recommendations for embedding inclusive policies and practices into the organization's culture and into all function areas (as noted earlier) of the City, including achievable short-term action steps and sustainable, long- term goals.

c) A field scan of complementary efforts done by other cities and municipalities.

Deliverables

- Overall project plan with timelines and associated costs
- An internal racial equity assessment that is conducted, analyzed, and interpreted.
- Conduct community focus groups
- Assist the City to track the impact and effectiveness of DEI strategies on the City's workforce culture and climate.

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- Assist the organization in identifying staff, fiscal, technological, and operational resources needed

The Selected Proposer(s) shall also be required to meet the following goals:

- Assess and monitor JPD's internal operations, policies, procedures, and practices to detect the presence of implicit bias and systemic racial bias.
- Collect and analyze data related to traffic stops, use of force, and other police officer/civilian interactions and determine the impact on Black and Brown members in the community.
- Assess compliance with existing police reform policies initiated by JPD and enacted by the Citizens Police Oversight Commission (e.g., body cameras, Right to Know Identification legislation, and Citizen Police Review Board).
- Provide recommendations for reforms that eliminate racial and implicit biases in policing deployments, strategies, policies, procedures, and practices. Such recommendations must:
    1. Promote community engagement transparency, professionalism, accountability, community inclusion, fairness, effectiveness, and public trust; and
    2. Be guided by evidence-based best practices and community expectations.

The Selected Proposer(s) shall conduct the following activities:

A. Review documents, including, but not limited to:
    1. JPD's general orders and field guidelines related to the priority areas described in Paragraph 4.3;
    2. Strategic Planning Reports; and
    3. Police Reform legislation passed by the City Council (e.g. body cameras, Right to Know Identification legislation, and Citizen Police Review Board).

B. Conduct interviews of the following personnel:
    1. City of Jackson Mayor;
    2. City of Jackson Police Chief;
    3. City of Jackson Council Members (President, Public Safety Chair and Council Members who represent Wards predominantly populated by Black community members);
    4. Jackson Citizens Police Oversight Committee Chair (TBD),
    5. NAACP President;

6. Members of the Racial Equity Commission and Human Relations Commission; and
7. Six (6) Additional community leaders/stakeholders selected by Racial Equity Commission

C. Conduct data collection and analysis:

1. Collect and analyze data related to the priority areas listed in Paragraph 4.3;
2. Issue a preliminary written report with findings due no later than October 30, 2022;
3. Issue a final written report with recommendations due no later than December 1, 2022;
4. Present findings and recommendations to the City of Jackson Mayor and City Council, with written materials to follow.

The Selected Proposer(s) shall focus on the following priority areas when achieving the goals listed in Paragraph 4.1 and conducting the activities listed in Paragraph 4.2:

A. Deployments for quality of life complaints, code violations, and instances of violence;

B. Traffic stops;

C. The complaint process, internal and external;

D. Use of force, deadly and non-deadly

Table 1. Project timeline

Phase	*Activities and Milestones*	*Timeframe*
Kickoff and preparation	• *Kickoff meeting with City of Jackson leadership*	*Month 1*
	• *Establish regular check-in schedule*	*Bi-Weekly*
Phase One	• *Distribute Organizational Surveys*	*Months 1-2*
	• *Review Police Department Policies, Procedures, SOPs, Other Documents*	*Months 1-2*
	• *Collect and Analyze Community Interaction Data*	*Months 2-3*
	• *Conduct Interviews with Police Department Personnel*	*Months 2-3*
	• *Develop Community Engagement Stakeholder List*	*Months 2-3*
	• *Conduct Stakeholder Outreach*	*Month 3*
	• *Hold Community Listening Sessions*	*Month 4*

5. Budget Summary

CNA will execute this work for a firm-fixed price of $125,000. To ensure effective and efficient execution of the work, CNA requests the City consider providing a no-cost extension on the Phase One budget to allow for a smooth transition between Phase One and Phase Two, allowing CNA to spend down funds from Phase One through December 31, 2025.