



AGENDA - CITY COUNCIL

Tuesday, March 10, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Sixth Ward Councilmember Will Forgrave.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Planning Commission's Annual Report for 2025

6. PUBLIC HEARINGS.

A. Confirm Special Assessment Roll No. 3454

1. Recess as City Council and convene as a Board of Review
2. Open the Public Hearing of Confirmation for Special Assessment Roll No. 3454
3. Close the Public Hearing of Confirmation for Special Assessment Roll No. 3454
4. Approve the Resolution confirming Special Assessment Roll No. 3454
5. Adjourn as a Board of Review and reconvene as City Council

Consideration of a Resolution to confirm Special Assessment Roll No. 3454; Street Resurfacing on Bloomfield Boulevard from West Avenue to Fourth Street.

Consider and approve the Resolution to Confirm Special Assessment Roll No. 3454; Street Resurfacing on Bloomfield Boulevard from West Avenue to Fourth Street.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

- A. Minutes — Regular Meeting of the Jackson City Council on February 24, 2026

Approve the proposed meeting minutes from the Regular Meeting of the Jackson City Council on February 24, 2026.

- B. Special Event Application: 21st Annual Art, Beer, and Wine Festival

Approve a request from the Ella Sharp Museum to host the 21st Annual Art, Beer, and Wine Festival on June 6, 2026, at Ella Sharp Park.

- C. Special Event Application: Alzheimer's Association Walk to End Alzheimer's - Jackson

Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's on September 19, 2026, in downtown Jackson.

- D. Special Event Application: Breakthrough T1D Walk

Approve a request from the Breakthrough T1D to host the Breakthrough T1D Walk on June 12-13, 2026, at Ella Sharp Park.

- E. Special Event Application: Jack-O-Lantern Howl-O-Ween

Approve a request from Jack-son Signature, llc to host the Jack-O-Lantern Howl-O-Ween on October 25, 2026, in downtown Jackson.

- F. Special Event Application: Child Abuse Prevention Month Kickoff & Pinwheel Garden

Approve a request from the Council for the Prevention of Child Abuse & Neglect to host the Child Abuse Prevention Month Kickoff & Pinwheel Garden on April 9, 2026, in downtown Jackson.

- G. Special Event Application: Relay for Life of Jackson County

Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on July 31-August 1, 2026, in Jackson.

- H. Special Event Application: Food Truck Tuesdays

Approve a request from Tiki Sam to host the Food Truck Tuesdays on June 9 & 23, July 14 & 28, August 11 & 25, 2026, in downtown Jackson.

I. Traffic Control Order 2418

Approve Traffic Control Order (TCO) 2418 to designate lane assignments on Blackstone Street between Glick Highway and Van Buren Street to match recently completed construction to add a left turn lane for southbound traffic.

J. Traffic Control Order 2419-2422

Approve Traffic Control Orders (TCOs) 2419 through 2422 to designate travel lane and on-street parking assignments on Martin Luther King Jr. Drive between South Street and Morrell Street to match the configuration that will result from the current construction project.

K. Traffic Control Order 2423-2427

Approve Traffic Control Orders (TCOs) 2423 through 2427 to designate travel lane assignments on Lansing Avenue between Steward Avenue and McKinley Street to match recently completed construction to modernize traffic signals along the Lansing Avenue corridor.

L. Traffic Control Order 2428

Approve Traffic Control Order 2428 to prohibit left turn movements from southbound Clinton Road on to northbound Lansing Avenue.

M. Traffic Control Order- 2429

Approve Traffic Control Order (TCO) 2429 to establish a four-way stop at the intersection of Washington Avenue and Fourth Street

N. Appointments to the Human Relations Commission

Approve the Mayor's recommendation to appoint Mary Brace, Amanda Hale, and Nicole Hughes to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2028.

- O. Appointment to the Environmental Commission
Approve the Mayor's recommendation to appoint Derek Dobies to fill a vacancy on the Environmental Commission for a three-year term, beginning immediately and expiring on May 31, 2029.
- P. Reappointment to the Downtown Development Authority
Approval of the Mayor's recommendation to reappoint Bradley Johncox to the Downtown Development Authority, for a four-year term, beginning April 1, 2026 and ending on March 31, 2030.

9. OTHER BUSINESS.

10. NEW BUSINESS.

- A. Contract Award - Utilities Improvements Project
Approve the award of the Utilities Improvements Project contract to Dunigan Bros., Inc., of Jackson, Michigan at a cost of \$4,299,282.00 and authorize the Mayor and City Clerk to execute the appropriate documents.
- B. Contract Award - East Ganson Street Water Service Replacements
Approve the award of the East Ganson Street Water Service Replacements contract to Super Construction, LLC of Bay City, Michigan at a cost of \$369,000.00 and authorize the Mayor and City Clerk to execute the appropriate documents.
- C. Contract Award — Wastewater Treatment Plant Anaerobic Digester Improvement Project, Design and Construction Administration Services
Approve the Contract with Fishbeck to Provide Design and Construction Administration Services for the Wastewater Treatment Plant Anaerobic Digester Improvement Project in the amount of \$360,000.00.
- D. Contract Award — Wastewater Treatment Plant Anaerobic Digester Improvement Project, Construction Management Services
Approve the construction management contract with Fishbeck for the digester project in an amount not to exceed 4% of the total approved bid price, authorize the Director of Public Works to execute same on behalf of

the City, and authorize the City Manager and/or City Attorney to make minor modifications as needed.

Approve the construction management contract with Fishbeck for the digester project in the amount of \$____; authorize the Director of Public Works to execute same on behalf of the City; and authorize the City Manager and/or City Attorney to make minor modifications as needed.

E. Contract Award — Morrell Street Engineering

Approve the award for the Morrell Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$442,488.50, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

F. Resolution to establish a fee schedule for Right of Way permits

Approve a resolution to establish a fee schedule for right-of-way permits issued by the Engineering Department.

G. Contract Award — 2026 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation

Approve the 2026 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Contract in the amount of \$285,987.27 to Picture Perfect Lawn Care LLC, of Concord, Michigan.

H. Budget Amendment/Programming Changes — JACKSONHOUSING24 State of Michigan Allocation Grant

Approve budget and programming changes to the City of Jackson's JACKSONHOUSING24 State of Michigan Allocation Grant, authorize staff to administer grant funds in accordance with the approved budget amendment and scope of work changes, and authorize the City Manager to execute any/all documents related to these changes.

I. Pension Modifications — City of Jackson Police Department (POLC S & POLC NS)

Approve the Letter of Agreement modifying pension benefits for members hired after July 1, 2012, who participate in the City's Act 345 retirement system.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

**2025 ANNUAL REPORT
 PLANNING COMMISSION**

1. Membership and Terms

<u>MEMBER</u>	<u>Term</u>
Jonathan Greene	City Manager (ex officio)
Mayor Daniel Mahoney	Runs with elected term (ex officio)
Councilman Connor Wood	Runs with elected term (ex officio)
Clyde Mauldin (ZBA Liaison)	12/31/26
James Johnson	12/31/28
Chelsea Poole	12/31/28
David Hammontree	12/31/28
	12/31/26

2. Meetings

The Michigan Planning Enabling Act (PA 33 of 2008), as amended, requires a minimum of four (4) annual meetings; the City of Jackson Planning Commission met five (5) times in 2025, fulfilling the MPEA requirements.

3. Master Plan Review

The City of Jackson Planning Commission reviewed the 2016 Master Plan for the purpose of reaffirming the relevancy and goals of the existing master plan; amend/update the existing master plan; or draft a new master plan.

At the October 1, 2025, regularly scheduled planning commission meeting, the members agreed the 2016 Master Plan goals and strategies need revision and updating. Planning Commission recommended that a request for Bid Proposal be released for a new Master Plan.

4. Zoning Ordinance Text and Map Amendment Recommendations

A. TEXT AMENDMENTS

• **April 21, 2025**

Article III. – Zoning District Regulations, Section 28-73. – Lot area, width, yard, Building height requirements in the R-1 zoning districts. Minimum lot area is now 5,500, side yard setbacks are at 8-18 feet, and minimum lot width is now 44 feet.

Article III. – Site and Building Design Standards, Section 28-76. (b) Compliance with regulation.

Recommendation to City Council approved.

B. MAP AMENDMENTS (REZONE)

- **December 3, 2025** – 401-405 Griswold Street (Parcel # 3-239100000) and (Parcel # 3-239200000) to R-1 for the placement of a new single-family home.
905 S Martin Luther King Junior Drive (Parcel #5-057200000) to R-3 Multiple Family Use and will continue to be utilized for single family housing. Recommendation to City Council approved.

5. Development Reviews

- **March 5, 2025** – 1200 Block Deyo St. – Alley Vacation – Request approved.
- **August 6, 2025** – 305 W Wesley and 414 S Blackstone. – Conditional Use Permit – Shelter /Resource Center. Request approved.
- **August 6, 2025** – 1127 Plymouth Street. – Community Garden. Request approved
- **October 1, 2025** – 740 W. Washington Ave. – Conditional Use Permit – Home based business (Dog Groomer). Request Denied.

*Most site plan reviews in the City of Jackson are reviewed administratively with select reviews done by the Planning Commission, per the zoning ordinance.

6. Actions by Legislative Body (actions taken by the legislative body related to planning commission recommendations.)

- The City Council approved all zoning ordinance text and map amendments, as recommended by Planning Commission except 223,225, and 229 Biddle Street. The developer did not choose to move forward with project.

7. Trainings/Joint Meetings

- There were no joint meetings held in 2025.

DEPARTMENTAL REPORT

MEMO TO: City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: March 10, 2026
RECOMMENDATION: **Accept the Planning Commission’s Annual Report for 2025**

ISSUE STATEMENT

The City of Jackson’s Planning Commission meet five (5) times during 2025 meeting the requirements set forth by the Michigan Planning Enabling Act (PA 33 of 2008). Per the Planning Commission Bylaws, Article XIII, The Commission must present an annual report of the prior year’s activities at the first City Council Meeting in March.

DESCRIBE THE CONSEQUENCES

Failure to provide the Planning Commissions Annual report by the Director of Planning and Zoning would be a dereliction of his duty to abide by the Bylaws set fourth for the Planning Commission as required by City Council.

OWNERSHIP

The Director of Planning and Zoning, in the City’s Community Development Department, will compile the data and create the annual report for 2025.

SOLUTION

City Council should hear and accept the Annual Report for 2025 on March 10, 2026, at the City Council Meeting scheduled at 6:30 pm, created by the City Planner, in accordance with Community Development Directories required department tasks.

FACILITATE IMPLEMENTATION

Accept the Planning Commission’s 2025 Annual Report.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Planning Commission's Annual report for 2025.

Recommendation:

Accept the Planning Commission' Annual Report for 2025.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council accept the Annual Report created by the Planning Director of all planning activities from 2025, in summation.

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

JG

JACKSON

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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 10, 2026

SUBJECT: Confirm Special Assessment Roll No. 3454

1. Recess as City Council and convene as a Board of Review
2. Open the Public Hearing of Confirmation for Special Assessment Roll No. 3454
3. Close the Public Hearing of Confirmation for Special Assessment Roll No. 3454
4. Approve the Resolution confirming Special Assessment Roll No. 3454
5. Adjourn as a Board of Review and reconvene as City Council

Recommendation:

Consider and approve the Resolution to Confirm Special Assessment Roll No. 3454;
Street Resurfacing on Bloomfield Boulevard from West Avenue to Fourth Street.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: DEBORAH KOEHN, Senior Appraiser
DATE: March 10, 2026

RECOMMENDATION: Support consideration of a resolution confirming Special Assessment Roll No. 3454; Resurfacing Bloomfield Boulevard from West Avenue to Fourth Street.

ISSUE STATEMENT

Property owners on Bloomfield Boulevard from West Avenue to Fourth Street petitioned to have their street resurfaced. This Special Assessment roll is the product of that request. This section of Bloomfield Boulevard will be greatly improved with the resurfacing of the street.

DESCRIBE THE CONSEQUENCES

If the road is not resurfaced, the condition will continue to deteriorate, impacting vehicles and driving conditions. If not repaired now, costs to resurface in the future would be higher.

OWNERSHIP

SOLUTION

The Assessing Department is charged with preparation of special assessment rolls. The roll has been prepared using data provided by the Engineering Department, and according to the special assessment policy.

FACILITATE IMPLEMENTATION

Support consideration of a resolution confirming Special Assessment Roll No. 3454; Resurfacing Bloomfield Boulevard from West Avenue to Fourth Street.

ATTACHMENTS

1. Roll 3454 confirmation RESOLUTION

RESOLUTION
REPAVING ON BLOOMFIELD BOULEVARD

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street repaving on Blomfield Boulevard, from Fourth Street to West Avenue which assessments were by him placed on Assessment Roll No. 3454 in the amount of \$125,237.04 and reported to the City Council as its meeting held on the 10th day of March, 2026; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, March 10, 2026, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3454 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.60% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

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 sitting as a Board of Review on the 10th day of March 2026.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 11th day of March 2026.

Andrea Muray, City Clerk



CITY COUNCIL MEETING MINUTES

February 24, 2026

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:31 p.m. by Mayor Daniel J. Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. A moment of silence for Reverend Jesse Jackson was offered by Fourth Ward Councilmember Conner Wood.

ROLL CALL:

Present: Mayor Daniel Mahoney, Vice Mayor/Second Ward Councilmember Freddie Dancy, First Ward Councilmember Arlene Robinson, 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 Murray, and Police Chief Chris Simpson.

ADOPTION OF AGENDA:

Motion was made by Councilmember Hunt, seconded by Councilmember Wood 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:

Sheri Butters, of the Jackson Collaborative Network, provided Council with a presentation on the Collaborative Community Assessment.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes - Regular Meeting of the Jackson City Council on February 10, 2026

Approve the proposed meeting minutes from the Regular Meeting of the Jackson City Council on February 10, 2026.

B. City of Jackson, Michigan Financial Statements for the Six Months Ended December 31, 2025.

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

OTHER BUSINESS: none.

NEW BUSINESS: none.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave offered comments.

Vice Mayor Dancy 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 Wood. Vice Mayor Dancy adjourned the meeting at 7:52 p.m.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 10, 2026

SUBJECT: Special Event Application: 21st Annual Art, Beer, and Wine Festival

Recommendation:

Approve a request from the Ella Sharp Museum to host the 21st Annual Art, Beer, and Wine Festival on June 6, 2026, at Ella Sharp Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 21st Annual Art, Beer, and Wine Festival.

I recommend approval of the Special Event Application for the 21st Annual Art, Beer, and Wine Festival. Your consideration and concurrence is appreciated.

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DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from the Ella Sharp Museum to host the 21st Annual Art, Beer, and Wine Festival on June 6, 2026, at Ella Sharp 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$1,000.00
		TOTAL	\$1,000.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, traffic cones, bleachers

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Ella Sharp Museum to host the 21st Annual Art, Beer, and Wine Festival on June 6, 2026, at Ella Sharp Park.

ATTACHMENTS

- 1. SEA- Art Beer and Wine 2026

By: _____	Date: _____
Fee Rec: _____	Date: _____
Cash: _____	Check #: _____
Approved through City Council	
Yes/No: _____	Date: _____

SPECIAL EVENT APPLICATION

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

- Level 1: \$75 (0-1 city resources)
- Level 2: \$150 (No road closure, needs 2 city resources) **Does not include closing Hayes Court*
- Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)
- LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

- Insurance documentation for sponsoring organization
- Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)
- Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District
- Cannabis Consumption Area License and Liability insurance (if applicable)
- Carnival Ride Permit (if applicable)
- Insurance documentation for all vendors (if applicable)
- Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: _____

Sponsoring Organization Legal Name : _____

Street Address : _____

Tax ID# : _____ Website : _____

Contact Name 1 : _____ Email: _____ Phone: _____

Contact Name 2 : _____ Email: _____ Phone: _____

Contact Name/Phone# During Event: _____

Event Details

Event Date(s): _____ Set up Time: _____ Start Time: _____ End Time: _____ Tear Down Time: _____

Has this event occurred before? Yes No If yes, how many previous years? _____

What is the expected attendance? _____ Do you expect to do this event next year? Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other _____

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

■ **Description of Event** This description will be posted on the Special Events Calendar

[Empty text area for event description]

■ **Event Location** Please include the location on the map

Horace Blackman Park
 Bucky Harris Park
 MLK Equality Trail
 TRUE City Square Stage
 Grand River Farmers Market Pavilion
 Ella Sharp Park
**requires Ella Sharp Board approval*
 Other Location

■ **Requested Street Closure(s)** Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

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

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

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

■ **Bathroom Plan** Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options?

Service Provider: Who will supply and service the restrooms (name/contact)?

Placement: Where will restrooms be located? **Please include locations on the map*

Additional Notes:

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event?

Service Provider: Who is responsible for waste removal (name/contact)?

Reciprocals: How many bins will be provided? **Please include locations on the map*
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

Will you have food trucks? Yes No If yes, how many food trucks do you anticipate?

Please add food truck names and locations on the map.

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many?
\$25 per box rental cost (adapters included)

Will you have Vendors/ Other food on site? Yes No If yes, how many?

Using generators? Yes No Do you need to rent power boxes? Yes No If yes, how many?
\$25 per box rental cost (adapters included)

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes No If yes, what?

Using generators? Yes No Do you need to rent power boxes? Yes No If yes, how many?
\$25 per box rental cost (adapters included)

Other electrical power needed? Yes No If yes, what?

Wattage needed: Number of plug-ins needed:

Water: Do you need water? Yes No If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? Yes No **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? Yes No If yes, please explain:

Alcohol Sales: Yes No **If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area: Yes No **If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage 25 foot Mobile Stage

Other

Other

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)	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	<ul style="list-style-type: none"> 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 *Please include **all event details** and activities on the map for review and processing.*

Route plan	Emergency vehicle access	Requested street closures	Food Truck Locations
Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

**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.*

Additional Comments:

***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 Policy

Additional charges may incur 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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. 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.
9. 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.

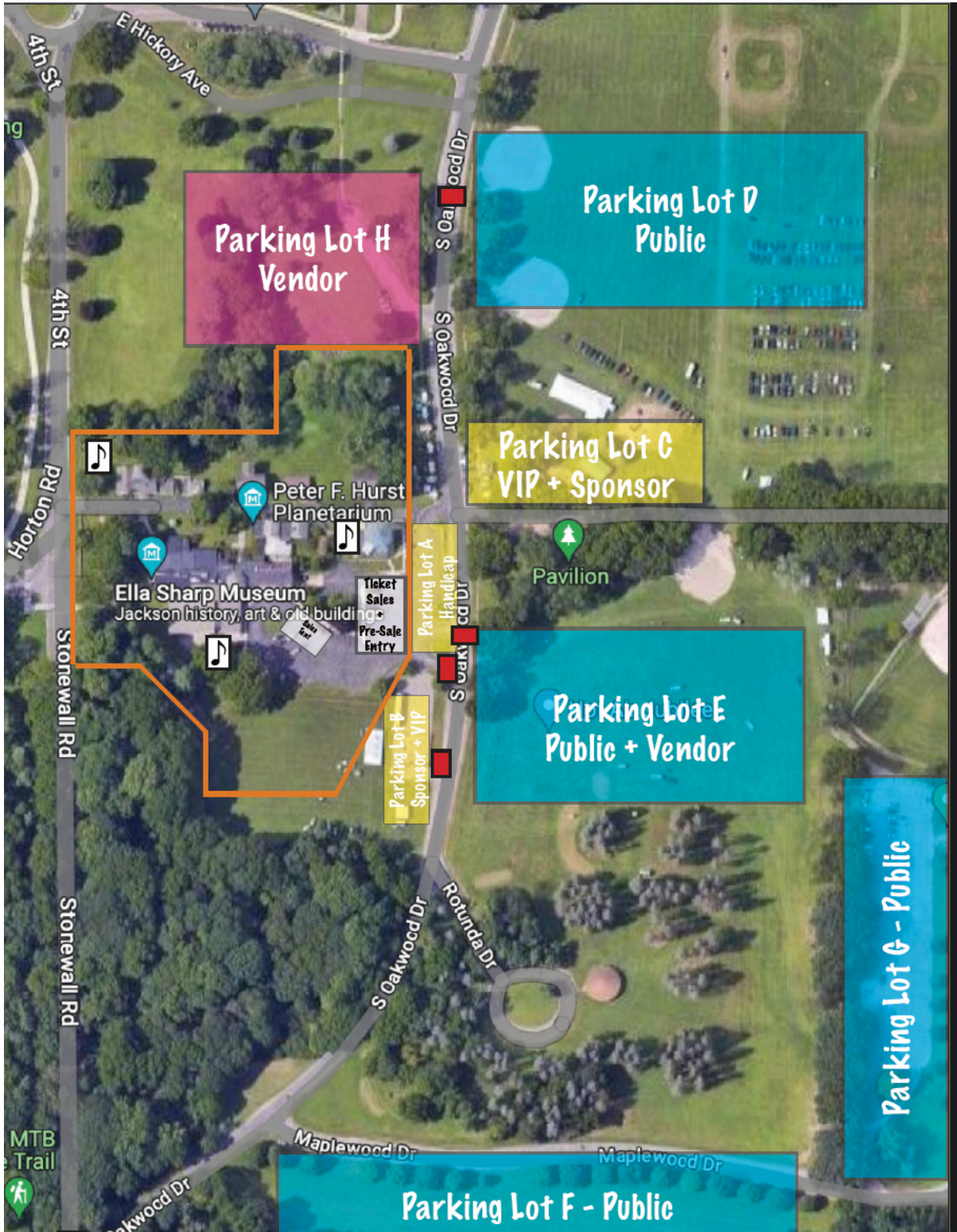
Special Event Application

Certification and 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:







MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Special Event Application: Alzheimer's Association Walk to End Alzheimer's - Jackson

Recommendation:

Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's on September 19, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Alzheimer's Association Walk to End Alzheimer's.

I recommend approval of the Special Event Application for the Alzheimer's Association Walk to End Alzheimer's. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's on September 19, 2026, in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$300.00
Police	X		\$125.00
Public Works	X		\$400.00
		TOTAL	\$825.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, power, food trucks, use of Horace Blackman Park, JPD assistance

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's on September 19, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-2026 Walk to End Alzheimer's

By: M. Evans Date: 2/4/26

Fee Rec: _____ Date: _____

Cash: _____ Check #: _____

Approved through City Council

Yes/No: _____ Date: _____

2026 SPECIAL EVENT APPLICATION

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

Level 1: \$75 (0-1 city resources)

Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

Insurance documentation for sponsoring organization

Event Map –Please indicate the location of all items (see page 4 for detailed information needed)

Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

Cannabis Consumption Area License and Liability insurance (if applicable)

Carnival Ride Permit (if applicable)

Insurance documentation for all vendors (if applicable)

Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: _____

Sponsoring Organization Legal Name : _____

Street Address : _____

Tax ID# : _____

Website : _____

Contact Name 1 : _____ Email: _____ Phone: _____

Contact Name 2 : _____ Email: _____ Phone: _____

Contact Name/Phone# During Event: _____

Event Details

Event Date(s): _____ Set up Time: _____ Start Time: _____ End Time: _____ Tear Down Time: _____

Has this event occurred before? Yes No If yes, how many previous years? _____

What is the expected attendance? _____ Do you expect to do this event next year? Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other _____

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

■ **Description of Event** This description will be posted on the Special Events Calendar

[Empty text box for event description]

■ **Event Location** Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

Other Location

[Empty text box for other location]

■ **Requested Street Closure(s)** Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

■ **Bathroom Plan** Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? []

Service Provider: Who will supply and service the restrooms (name/contact)? []

Placement: Where will restrooms be located? **Please include locations on the map* []

Additional Notes: []

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event?

Service Provider: Who is responsible for waste removal (name/contact)?

Reciprocals: How many bins will be provided? **Please include locations on the map*
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

If yes, what?

Will you have food trucks?

Please add food truck names and locations on the map.

Yes No If yes, how many food trucks do you anticipate?

Using generators? Yes No Do you need to rent power boxes for the food trucks?
\$25 per box rental cost (adapters included) Yes No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes No If yes, how many?

Using generators? Yes No Do you need to rent power boxes?
\$25 per box rental cost (adapters included) Yes No

If yes, how many?

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes No If yes, what?

Using generators? Yes No Do you need to rent power boxes?
\$25 per box rental cost (adapters included) Yes No

If yes, how many?

Other electrical power needed? Yes No If yes, what?

Wattage needed: Number of plug-ins needed:

Water: Do you need water? Yes No If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? Yes No **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? Yes No If yes, please explain:

Alcohol Sales: Yes No **If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area: Yes No **If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage 25 foot Mobile Stage

Other

Other

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)	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying “City of Jackson” & “ Jackson Downtown Development Authority” as additional insured
Liquor Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying “City of Jackson” & “Jackson Downtown Development Authority” as additional insured
Cannabis Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying “City of Jackson” & “Jackson Downtown Development Authority” as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	<ul style="list-style-type: none"> 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 *Please include **all event details** and activities on the map for review and processing.*

Route plan	Emergency vehicle access	Requested street closures	Food Truck Locations
Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

**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.*

Additional Comments:

Due to circumstances beyond our control, the walk route may change up until the week of the walk due to pop up construction along the route that either blocks the route or leaves no access to the sidewalk. The will be immediately communicated to all who need to be notified.

***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 Policy

Additional charges may incur 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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. 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.
9. 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.

Special Event Application

Certification and 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.
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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: *Susan Pryn*

Date: _____

Pearl St. 

Start Line

Hayes Ct. 

April Messar

Coffee Truck

Finish Line

Michigan Ave. 

MWC Truck

Snack Shack & ALZ Resource

END ALZ Letters

CP Federal City Square

Blackman Park

END ALZ Letters

Registration & Champions

Edward Jones

Garden Flowers

Garden Flowers

Face Painter

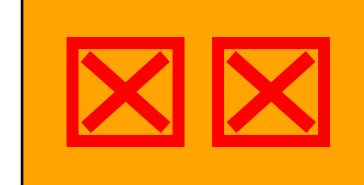
Kids Table

Yard Games

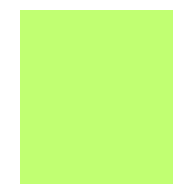
Tribute Wall

Balloon Artist

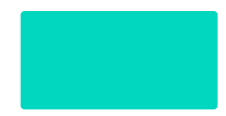
Kids Table



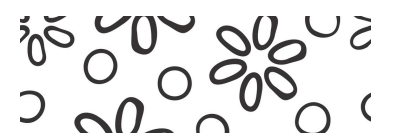
= 10 x 20 Tent



= Restrooms



= Tables with chairs



= Promise Garden

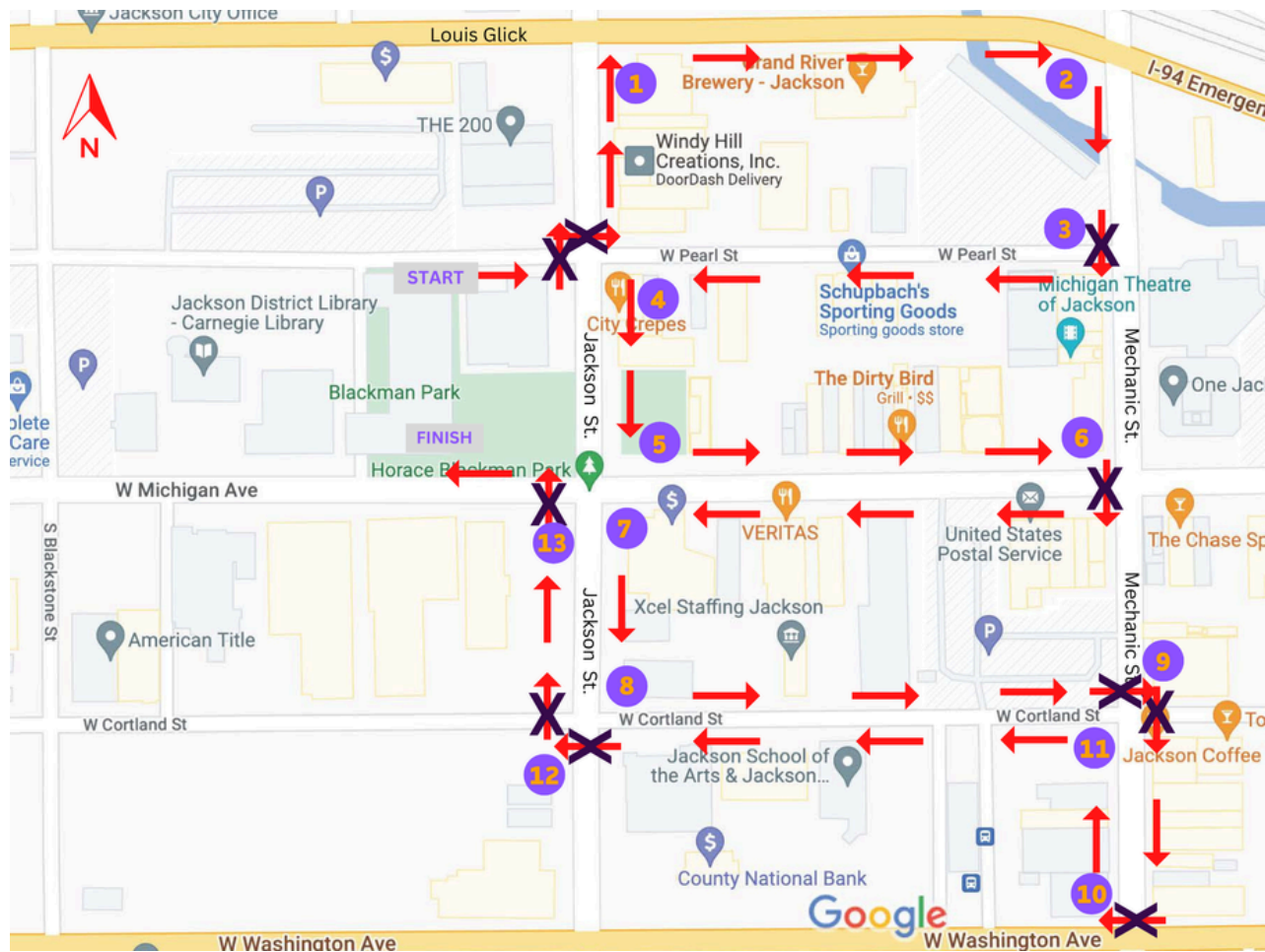


= MWC Truck



= additional garbage cans





Route:

- Exit to the **North** side of the Park to the **RIGHT** of the amphitheater heading east on W. Pearl St. towards Jackson St.
- Turn **LEFT** at the corner of Jackson St. and Pearl St. and **CROSS** W. Pearl St.
- Turn **RIGHT** and **CROSS** Jackson St.
- Turn **LEFT** after crossing Jackson St. and head north on Jackson St. to Louis Glick Hwy.
- Turn **RIGHT** at Louis Glick Hwy and head east on Louis Glick Hwy to Mechanic St.
- Turn **RIGHT** at Mechanic St. (DO NOT CROSS STREET.) Head south on Mechanic towards W. Pearl St.
- **CROSS** W. Pearl St and then turn **RIGHT** and head west on W. Pearl St. towards Jackson St.
- Turn **LEFT** at Jackson St. and head south towards W. Michigan Ave.
- Turn **LEFT** on W. Michigan Ave (DO NOT CROSS STREET) and head west towards Mechanic St
- Turn **RIGHT** at Mechanic St., **CROSS** W. Michigan Ave.
- Turn **RIGHT** and head west on W. Michigan Ave towards Jackson St.
- Turn **LEFT** at Jackson St. and head south on Jackson St. towards W. Cortland St.
- Turn **LEFT** at Cortland St. and head east towards Mechanic St.
- **CROSS** street at Mechanic St., then turn **RIGHT** and **CROSS** Cortland St. and continue south towards W. Washington Ave.
- Turn **RIGHT** at W. Washington Ave. AND **CROSS** Mechanic St.
- Turn **RIGHT** and head north on Mechanic St. towards Cortland St.
- Turn **LEFT** at Cortland St. (DO NOT CROSS STREET) and head west on Cortland St. toward Jackson St.
- **CROSS** street at Jackson St. and turn **RIGHT** and **CROSS** W. Cortland St.
- Head north on Jackson St. towards W. Michigan Ave.
- **CROSS** street at W. Michigan Ave., turn left and head back to Horace Blackman Park to **FINISH LINE!**

➔ = Walkers will cross the street

● = Route Marshall post &/or directional sign



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2026

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 Inszone Insurance Services 1101 Perimeter Drive, Suite 500 Schaumburg IL 60173	CONTACT NAME: Sandy Crespin PHONE (A/C. No. Ext): 847-719-7877 E-MAIL ADDRESS: screspin@inszoneins.com		FAX (A/C. No): 847-398-7077
	INSURER(S) AFFORDING COVERAGE		
INSURED Alzheimer's Disease & Related Disorders Association, Inc. 225 N. Michigan Ave Ste 1700 Chicago IL 60601	ALZHE-2	INSURER A : Philadelphia Indemnity Insurance Company INSURER B : Hartford Insurance Group INSURER C : Homesite Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 18058 29424 17221

COVERAGES

CERTIFICATE NUMBER: 228274358

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestatio GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2664736-011	3/11/2025	3/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2664736-011	3/11/2025	3/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIIM \$ 1,000,000
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB903794-013 CXS04692300	3/11/2025 3/11/2025	3/11/2026 3/11/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WEBU6934	3/11/2025	3/11/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A	<input type="checkbox"/> D&O, EPLI <input type="checkbox"/> PROFESSIONAL LIABILITY			PHSD1863000-011 PHPK2664736-011	3/11/2025 3/11/2025	3/11/2026 3/11/2026	D&O \$50/EPLI \$50K RET 10,000,000 CL MD 1,000,000/AGGR 3,000,000

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

Michigan Chapter
 RE: 2026 Reservation COI for Jackson Walk to End Alzheimer's Event held Sept 19, 2026 at Horace Blackman Park
 Jackson Downtown Development Authority and the City of Jackson are Additional Insured for operations conducted by the insured. Subject to policy terms and conditions.

**Bounce Houses and other rebounding devices are excluded from any liability coverage on this policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Jackson
 161 W Michigan Ave
 Jackson MI 49201

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
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):

City of Jackson
161 W Michigan Ave
Jackson, MI 49201-1315

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Special Event Application: Breakthrough T1D Walk

Recommendation:

Approve a request from the Breakthrough T1D to host the Breakthrough T1D Walk on June 12-13, 2026, at Ella Sharp Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Breakthrough T1D Walk.

I recommend approval of the Special Event Application for the Breakthrough T1D Walk. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from the Breakthrough T1D to host the Breakthrough T1D Walk on June 12-13, 2026, at Ella Sharp 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$130.00
Public Works	X		\$2250.00
		TOTAL	\$2380.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road Closure, power, JPD assistance, Mobile stage, Parks assistance with rocks and gates

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Breakthrough T1D to host the Breakthrough T1D Walk on June 12-13, 2026, at Ella Sharp Park.

ATTACHMENTS

- 1. SEA-BreakthroughT1D Walk

By: M. Evans Date: 7/29/25
 Fee Rec: _____ Date: _____
 Cash: _____ Check #: _____
 Approved through City Council
 Yes/No: _____ Date: _____

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
 City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to *Downtown Development Authority*

Level 1: \$75 (0-1 city resources)

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

Insurance documentation for sponsoring organization

Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

Cannabis Consumption Area License and Liability insurance (if applicable)

Carnival Ride Permit (if applicable)

Insurance documentation for all vendors (if applicable)

Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: Breakthrough T1D Walk - Jackson

Sponsoring Organization Legal Name : Breakthrough T1D

Street Address : 24359 Northwestern Hwy, Suite 125, Southfield, MI 48075

Tax ID# : 23-2+0883+

Website : breakthrough1d.org/walk

Contact Name 1 : Lia Benn

Email: lbenn@breakthrough1d.org

Phone: 248-491-3221

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event:

Event Details

Event Date(s):

6/12/26-6/13/26

Set up Time:

9 am on 6/12/26

Start Time:

9 am on 6/13/26

End Time:

noon on 6/13/26

Tear Down Time:

2 pm on 6/13/26

Has this event occurred before? Yes No If yes, how many previous years? 27 years

What is the expected attendance? 400

Do you expect to do this event next year?

Yes No

Type of Event Please check all that apply

Festival

March/Parade

Walk/Run*

Other

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

Description of Event This description will be posted on the Special Events Calendar

Breakthrough T1D (formerly JDRF) Walk will host their 28th anniversary walk in 2026. This community-based fundraiser brings together members of the type 1 diabetes community to celebrate, educate, support, and fundraise for type 1 diabetes research.

Event Location Please include the location on the map

Horace Blackman Park Bucky Harris Park MLK Equality Trail
 TRUE City Square Stage Grand River Farmers Market Pavilion Ella Sharp Park
*requires Ella Sharp Board approval
 Other Location

Requested Street Closure(s) Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: S. Oakwood Dr. Cross Street 1: Maplewood Dr. Cross Street 2: Birchwood Dr.
Closure Start Date: 6/13/26 Time: 9:30 am Closure Start Date: 6/13/26 Time: 11:30 am

Street Name: Birchwood Dr. Cross Street 1: S. Oakwood Dr. Cross Street 2: Maplewood Dr.
Closure Start Date: 6/13/26 Time: 10 am Closure Start Date: 6/13/26 Time: 11:30 am

Street Name: Maplewood Dr. Cross Street 1: S. Oakwood Dr. Cross Street 2: Birchwood Dr.
Closure Start Date: 6/13/26 Time: 10 am Closure Start Date: 6/13/26 Time: 11:30 am

Street Name: Cross Street 1: Cross Street 2:
Closure Start Date: Time: Closure Start Date: Time:

Street Name: Cross Street 1: Cross Street 2:
Closure Start Date: Time: Closure Start Date: Time:

Street Name: Cross Street 1: Cross Street 2:
Closure Start Date: Time: Closure Start Date: Time:

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 1 standard, 1 handicap, & 1 sink

Service Provider: Who will supply and service the restrooms (name/contact)? All American Portable Toilets

Placement: Where will restrooms be located? *Please include locations on the map near the pavilion, near the existing one.

Additional Notes:

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event? All of the garbage will be placed in th City provide garb

Service Provider: Who is responsible for waste removal (name/contact)? City of Jackson

Reciprocals: How many bins will be provided? *Please include locations on the map We are requesting 10 extra garbage barrel
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? Breakthrough T1D will ensure all garbage is inside the garbage barrels

Additional notes: Can the city drop of 10 extra garbage barrels on 6/12/26

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

Will you have food trucks? Yes No If yes, how many food trucks do you anticipate? 1-2
Please add food truck names and locations on the map.

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many? 0
\$25 per box rental cost (adapters included)

Will you have Vendors/ Other food on site? Yes No If yes, how many? 2-3 industrial exhib

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many? 0
\$25 per box rental cost (adapters included)

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes No If yes, what? [redacted]

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many? [redacted]
\$25 per box rental cost (adapters included)

Other electrical power needed? Yes No If yes, what? Outlets for DJ on the stage. Using power outlet at the p

Wattage needed: 6000 watts Number of plug-ins needed: 4

Water: Do you need water? Yes No If yes, please indicate the needed requirement: [redacted]
Location of where the water is needed: [redacted]

Fireworks: Do you plan to do fireworks? Yes No **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? Yes No If yes, please explain: for road closures

Alcohol Sales: Yes No **If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area: Yes No **If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many? 10 15 foot Mobile Stage 25 foot Mobile Stage

Other road barricades for road closures

Other rocks moved to park cars on the southeast corner of Oakwood & Birch. Plus have chain access to park unlocked

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)	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	<ul style="list-style-type: none"> 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 *Please include **all event details** and activities on the map for review and processing.*

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Route plan | <input checked="" type="checkbox"/> Emergency vehicle access | <input checked="" type="checkbox"/> Requested street closures | <input checked="" type="checkbox"/> Food Truck Locations |
| <input checked="" type="checkbox"/> Vendor locations | <input checked="" type="checkbox"/> Dispersal locations | <input checked="" type="checkbox"/> Requested reserved parking | |
| <input checked="" type="checkbox"/> Tent locations | <input checked="" type="checkbox"/> Trash Receptacle locations | <input checked="" type="checkbox"/> Requested electrical location | |
| <input checked="" type="checkbox"/> Assembly locations | <input checked="" type="checkbox"/> Bathroom locations | <input checked="" type="checkbox"/> Alcohol/Cannabis sales locations | |

**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.*

- I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

We are a non-profit organization and all money saved can go towards type 1 diabetes research.

***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 Policy

Additional charges may incur 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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. 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.
9. 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.

Special Event Application

Certification and 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: _____

e-signature

EMS

start/finish

Generator



Welcome/
Volunteer
Check-in

Breakthrough
T1D

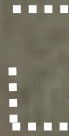
Sanofi

Jackson
County Health

Outdoor
Games

Activity
Tent

Rollin
Hoagies



V1P

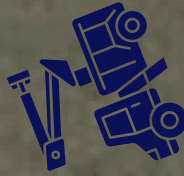
Water

Food
Tent

Stage

Photo
Area

Blend &
Brew
Crew



Portable
Bathroom

S Oakwood Dr

Ella Sharp Museum

Jackson history,
art & old buildings





Mini Golf
temporarily closed

Hickory Ave

P
Parking

**Start/
Finish**

Soccer fields

Water Station


Ella Sharp Park
MTB Trail Head

Ella Sharp Park
Inner Central Trail

Ella Sharp Park MTB
East River Trail

Museum
on history
of buildings

Ella Sharp Playground

Pavilion

Hot Air Jubilee

Ella Sharp Park
Driving Range

Ella Sharp Park
Lighted Softball Fields

Water Station


Ella Sharp Park MTB
Golf Driving Range Trail

Sevenoaks Dr

JACKSON

Founded 1829

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Special Event Application: Jack-O-Lantern Howl-O-Ween

Recommendation:

Approve a request from Jack-son Signature, LLC to host the Jack-O-Lantern Howl-O-Ween on October 25, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jack-O-Lantern Howl-O-Ween.

I recommend approval of the Special Event Application for the Jack-O-Lantern Howl-O-Ween. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from Jack-son Signature,llc to host the Jack-O-Lantern Howl-O-Ween on October 25, 2026, in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$300.00
Police	X		\$0.00
Public Works	X		\$0.00
		TOTAL	\$300.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Use of Horace Blackman Park, Bucky Harris bathrooms, JPD assistance if needed

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jack-son Signature,llc to host the Jack-O-Lantern Howl-O-Ween on October 25, 2026, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Jack-O-Lantern Howl-O-Ween

By: M. Evans Date: 2/4/26
 Fee Rec: _____ Date: 2/4/26
 Cash: \$75 Check #: 1023

Approved through City Council

Yes/No: _____ Date: _____

2026 SPECIAL EVENT APPLICATION

Submit your application to mevans@cityofjackson.org or drop it off at
 City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to *Downtown Development Authority*

Level 1: \$75 (0-1 city resources)

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

Insurance documentation for sponsoring organization

Event Map -Please indicate the location of all items (see page 4 for detailed information needed)

Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

Cannabis Consumption Area License and Liability insurance (if applicable)

Carnival Ride Permit (if applicable)

Insurance documentation for all vendors (if applicable)

Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: Jack-O-Lantern Howl-O-Ween

Sponsoring Organization Legal Name : Jack-Son Signature, LLC

Street Address : 611 Harris St

Tax ID# : 86-2557276

Website : jack-sonsignature.com

Contact Name 1 : Brandy

Email: info@jack-sonsignature.com

Phone: 517-358-8977

Contact Name 2 : _____

Email: _____

Phone: _____

Contact Name/Phone# During Event: Brandy 517-358-8977

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>Oct. 25, 2026 Sunday</u>	<u>11am</u>	<u>2pm</u>	<u>4pm</u>	<u>4pm</u>

Has this event occurred before? Yes No If yes, how many previous years? 2

What is the expected attendance? 200

Do you expect to do this event next year?

Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other _____

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

Description of Event This description will be posted on the Special Events Calendar

The Jack-O-Lantern Howl-O-Ween is a Halloween celebration for dogs and their people featuring a costume contest, local vendors, a food truck, giveaways, light agility fun, and the opportunity to meet, greet, and ask training questions with the dog behaviorist behind Jack-Son Signature. Hosted by Brandy of Jack-Son Signature, this annual event celebrates community, local dog businesses, and Jack's birthday. Friendly, leashed dogs are welcome.

Event Location Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*

Other Location

Requested Street Closure(s) Please include all requested street closures on the map. Note that street closures require an anticipated attendance of at least 3,000

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? _____

Service Provider: Who will supply and service the restrooms (name/contact)? _____

Placement: Where will restrooms be located? **Please include locations on the map* _____

Additional Notes: _____

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.



Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event?

Service Provider: Who is responsible for waste removal (name/contact)?

Reciprocals: How many bins will be provided? *Please include locations on the map
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes:



Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

If yes, what?

Will you have food trucks? Yes No If yes, how many food trucks do you anticipate?
Please add food truck names and locations on the map.

Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No \$25 per box rental cost (adapters included) If yes, how many?

Will you have Vendors/ Other food on site? Yes No If yes, how many?

Using generators? Yes No Do you need to rent power boxes? Yes No \$25 per box rental cost (adapters included) If yes, how many?

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes No If yes, what?

Using generators? Yes No Do you need to rent power boxes? Yes No \$25 per box rental cost (adapters included) If yes, how many?

Other electrical power needed? Yes No If yes, what?

Wattage needed: Number of plug-ins needed:

Water: Do you need water? Yes No If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? Yes No **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? Yes No If yes, please explain:

Alcohol Sales: Yes No **If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area: Yes No **If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage 25 foot Mobile Stage

Other

Other

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)	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	<ul style="list-style-type: none"> 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 *Please include **all event details** and activities on the map for review and processing.*

Route plan	Emergency vehicle access	<input checked="" type="checkbox"/> Requested street closures	<input checked="" type="checkbox"/> Food Truck Locations
<input checked="" type="checkbox"/> Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
<input checked="" type="checkbox"/> Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

**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.*

Additional Comments:

Vendor areas are marked with red ovals. Food truck is purple box. Yellow star is contest area as well as dj for background Halloween music and microphone use.

****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 Policy

Additional charges may incur 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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. 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.
9. 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.

Special Event Application

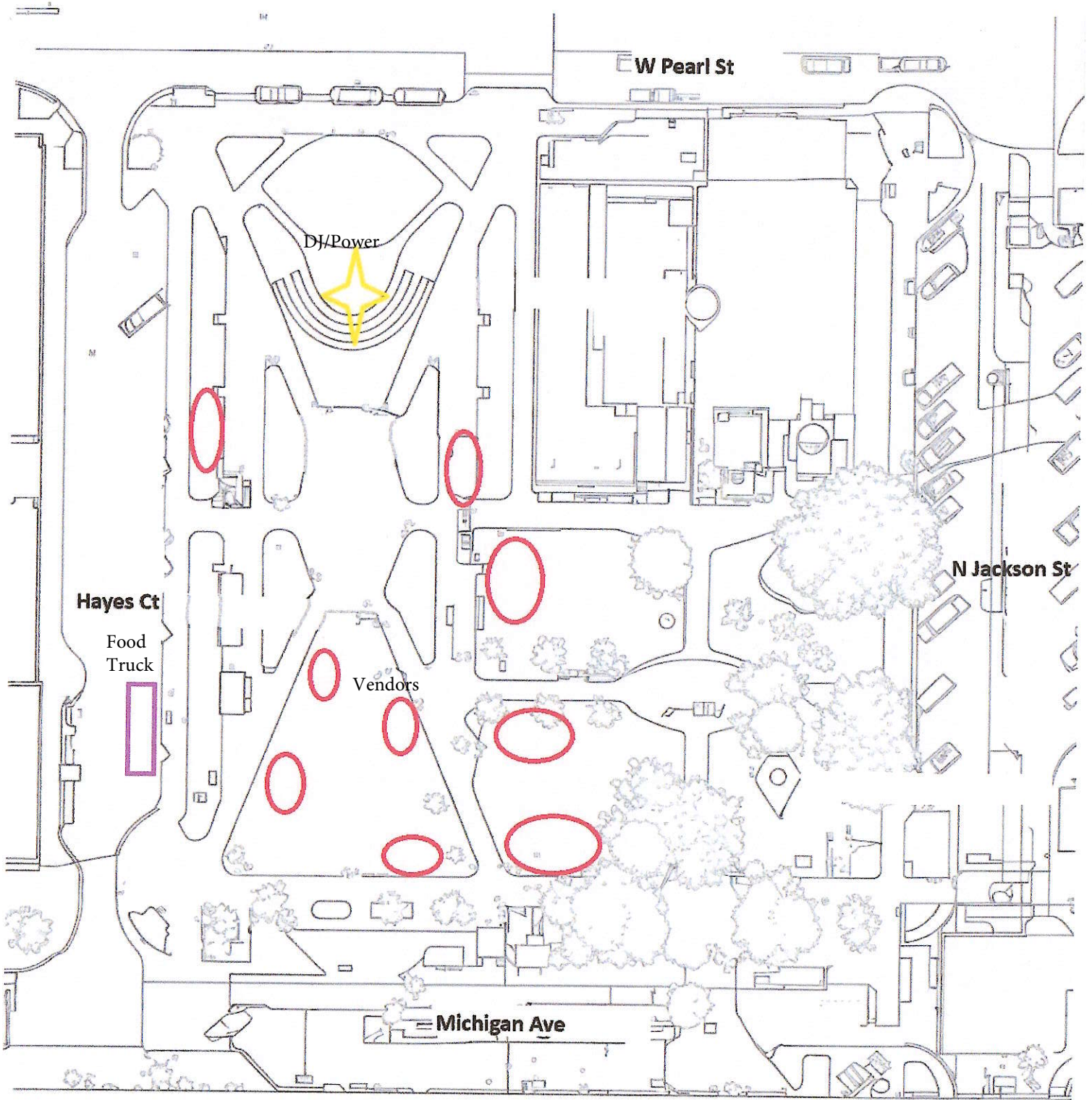
Certification and Signature

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: 2/4/26





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Special Event Application: Child Abuse Prevention Month Kickoff & Pinwheel Garden

Recommendation:

Approve a request from the Council for the Prevention of Child Abuse & Neglect to host the Child Abuse Prevention Month Kickoff & Pinwheel Garden on April 9, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Child Abuse Prevention Month Kickoff & Pinwheel Garden.

I recommend approval of the Special Event Application for the Child Abuse Prevention Month Kickoff & Pinwheel Garden. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from the Council for the Prevention of Child Abuse & Neglect to host the Child Abuse Prevention Month Kickoff & Pinwheel Garden on April 9, 2026, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Use of Austin Blair Park

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Council for the Prevention of Child Abuse & Neglect to host the Child Abuse Prevention Month Kickoff & Pinwheel Garden on April 9, 2026, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Child Abuse Prevention Month Kickoff & Pinwheel Garden

By: M.Evans	Date: 2/4/26
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Authority

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

- need invoice in order to pay

- Level 1: \$75 (0-1 city resources)
- Level 2: \$150 (No road closure, needs 2 city resources) **Does not include closing Hayes Court*
- Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

- LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.
- Insurance documentation for sponsoring organization
- Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)
- Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District
- Cannabis Consumption Area License and Liability insurance (if applicable)
- Carnival Ride Permit (if applicable)
- Insurance documentation for all vendors (if applicable)
- Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: *Child Abuse Prevention Month Kickoff & Pinwheel Garden*

Sponsoring Organization Legal Name : *Council for the Prevention of Child Abuse & Neglect (CPCAN)*

Street Address : *606 Greenwood Pl.*

Tax ID# : *38-2331754*

Website : *www.cpcan-jackson.org*

Contact Name 1 : *Staei Blalock* Email: *sblalock@cpcan-jackson.org* Phone: *517-788-4289*

Contact Name 2 : _____ Email: _____ Phone: _____

Contact Name/Phone# During Event: *Staei Blalock 517-917-5625*

Event Details

Event Date(s): Set up Time: Start Time: End Time: Tear Down Time:

04/09/2026 11Am 12pm 1pm 1:30pm

Has this event occurred before? Yes No If yes, how many previous years? *Several*

What is the expected attendance? *less than 50* Do you expect to do this event next year? Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other *Gathering & Presentation / pinwheel planting*

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

Description of Event This description will be posted on the Special Events Calendar

April is child abuse prevention month and as the only primary child abuse prevention agency in Jackson County, CPCAN holds a small gathering/ceremony every year in April. This gathering includes 3-4 speakers, including MDHHS director, family court judge, CPCAN executive director. After the speakers we "plant" pinwheels to raise awareness. Pinwheels represent the joyful, carefree childhood all kids deserve. This is a time/event where our efforts & efforts statewide/nationwide are at the forefront.

Event Location Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

*requires Ella Sharp Board approval

Other Location **Austin Blair Park**

MA Requested Street Closure(s) Please include all requested street closures on the map. Note that street closures require an anticipated attendance of at least 3,000

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

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

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

Street Name: _____ Cross Street 1: _____ Cross Street 2: _____
Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

N/A Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options?

Service Provider: Who will supply and service the restrooms (name/contact)?

Placement: Where will restrooms be located? *Please include locations on the map

Additional Notes: **Participants can use bathrooms at our agency across the street from the park**

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

NA

Waste Management Plan

Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event?

Service Provider: Who is responsible for waste removal (name/contact)?

Reciprocals: How many bins will be provided? *Please include locations on the map
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes: No waste will be produced

NA

Other City Resource Requests

*Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

Will you have food trucks?

Please add food truck names and locations on the map.

Yes No If yes, how many food trucks do you anticipate?

Using generators?

Yes No

Do you need to rent power boxes for the food trucks?
\$25 per box rental cost (adapters included)

Yes No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes No If yes, how many?

Using generators?

Yes No

Do you need to rent power boxes?
\$25 per box rental cost (adapters included)

Yes No

If yes, how many?

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

Yes No If yes, what?

Using generators?

Yes No

Do you need to rent power boxes?
\$25 per box rental cost (adapters included)

Yes No

If yes, how many?

Other electrical power needed?

Yes No If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes No

**If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance?

Yes No

If yes, please explain:

Alcohol Sales:

Yes No

**If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area:

Yes No

**If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

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

Step 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 Please include **all event details** and activities on the map for review and processing.

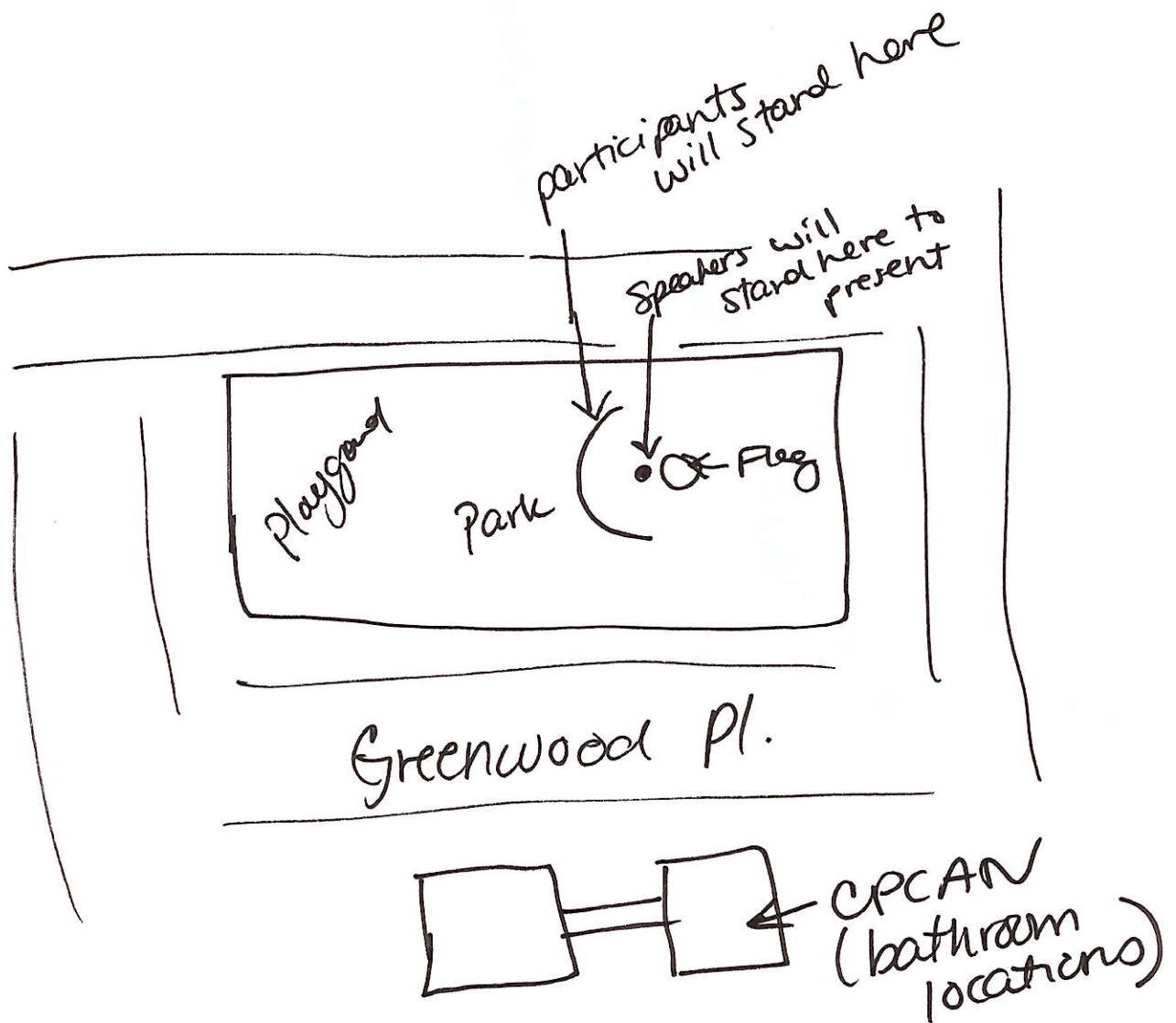
- | | | | |
|--------------------|----------------------------|----------------------------------|----------------------|
| Route plan | Emergency vehicle access | Requested street closures | Food Truck Locations |
| Vendor locations | Dispersal locations | Requested reserved parking | |
| Tent locations | Trash Receptacle locations | Requested electrical location | |
| Assembly locations | Bathroom locations | Alcohol/Cannabis sales locations | |

**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.*

I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

We are a very small non profit who holds this event every year. It only lasts 30-60 minutes max and utilizes the space only. We have limited funding for important awareness events like this.

***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 Policy

Additional charges may incur if policies are broken.

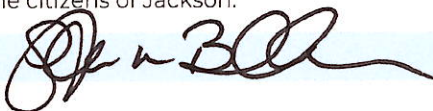
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. 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.
9. 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.

Special Event Application

Certification and 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:

02/04/2020

JACKSON

Founded 1829

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Special Event Application: Relay for Life of Jackson County

Recommendation:

Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on July 31-August 1, 2026, in Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Relay for Life of Jackson County.

I recommend approval of the Special Event Application for the Relay for Life of Jackson County. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on July 31-August 1, 2026, in Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$3500.00
		TOTAL	\$3500.00

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 American Cancer Society to host the Relay for Life of Jackson County on July 31-August 1, 2026, in Jackson.

ATTACHMENTS

- 1. SEA-Relay for Life Jackson

By: M. Evans	Date: 11/25/25
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Level 1: \$75 (0-1 city resources)

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court

Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

Insurance documentation for sponsoring organization

Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

Cannabis Consumption Area License and Liability insurance (if applicable)

Carnival Ride Permit (if applicable)

Insurance documentation for all vendors (if applicable)

Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME:

Sponsoring Organization Legal Name :

Street Address :

Tax ID# :

Website :

Contact Name 1 : Email: Phone:

Contact Name 2 : Email: Phone:

Contact Name/Phone# During Event:

Event Details

Event Date(s): Set up Time: Start Time: End Time: Tear Down Time:

Has this event occurred before? Yes No If yes, how many previous years?

What is the expected attendance? Do you expect to do this event next year? Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

■ **Description of Event** This description will be posted on the Special Events Calendar

[Empty text box for event description]

■ **Event Location** Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

Other Location

[Empty text box for other location]

■ **Requested Street Closure(s)** Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

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Closure Start Date: [] Time: [] Closure End Date: [] Time: []

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Street Name: [] Cross Street 1: [] Cross Street 2: []
Closure Start Date: [] Time: [] Closure End Date: [] Time: []

■ **Bathroom Plan** Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? []

Service Provider: Who will supply and service the restrooms (name/contact)? []

Placement: Where will restrooms be located? **Please include locations on the map* []

Additional Notes: []

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event?

Service Provider: Who is responsible for waste removal (name/contact)?

Reciprocals: How many bins will be provided? **Please include locations on the map*
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

Will you have food trucks?

Please add food truck names and locations on the map.

Yes No If yes, how many food trucks do you anticipate?

Using generators? Yes No Do you need to rent power boxes for the food trucks?
\$25 per box rental cost (adapters included)

Yes No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes No If yes, how many?

Using generators? Yes No Do you need to rent power boxes?
\$25 per box rental cost (adapters included)

Yes No

If yes, how many?

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

Yes No If yes, what?

Using generators? Yes No Do you need to rent power boxes?
\$25 per box rental cost (adapters included)

Yes No

If yes, how many?

Other electrical power needed? Yes No If yes, what?

Wattage needed: Number of plug-ins needed:

Water: Do you need water? Yes No If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? Yes No **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? Yes No If yes, please explain:

Alcohol Sales: Yes No **If yes, attach liquor license and liquor liability insurance*

Cannabis Consumption Area: Yes No **If yes, attach Cannabis Consumption License and liability insurance*

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage 25 foot Mobile Stage

Other

Other

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)	<ul style="list-style-type: none"> Showing a liability coverage of at least \$1,000,000 Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	<ul style="list-style-type: none"> Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	<ul style="list-style-type: none"> 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 *Please include **all event details** and activities on the map for review and processing.*

Route plan	Emergency vehicle access	Requested street closures	Food Truck Locations
Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

**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.*

I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

***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 Policy

Additional charges may incur 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. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. 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.
9. 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.

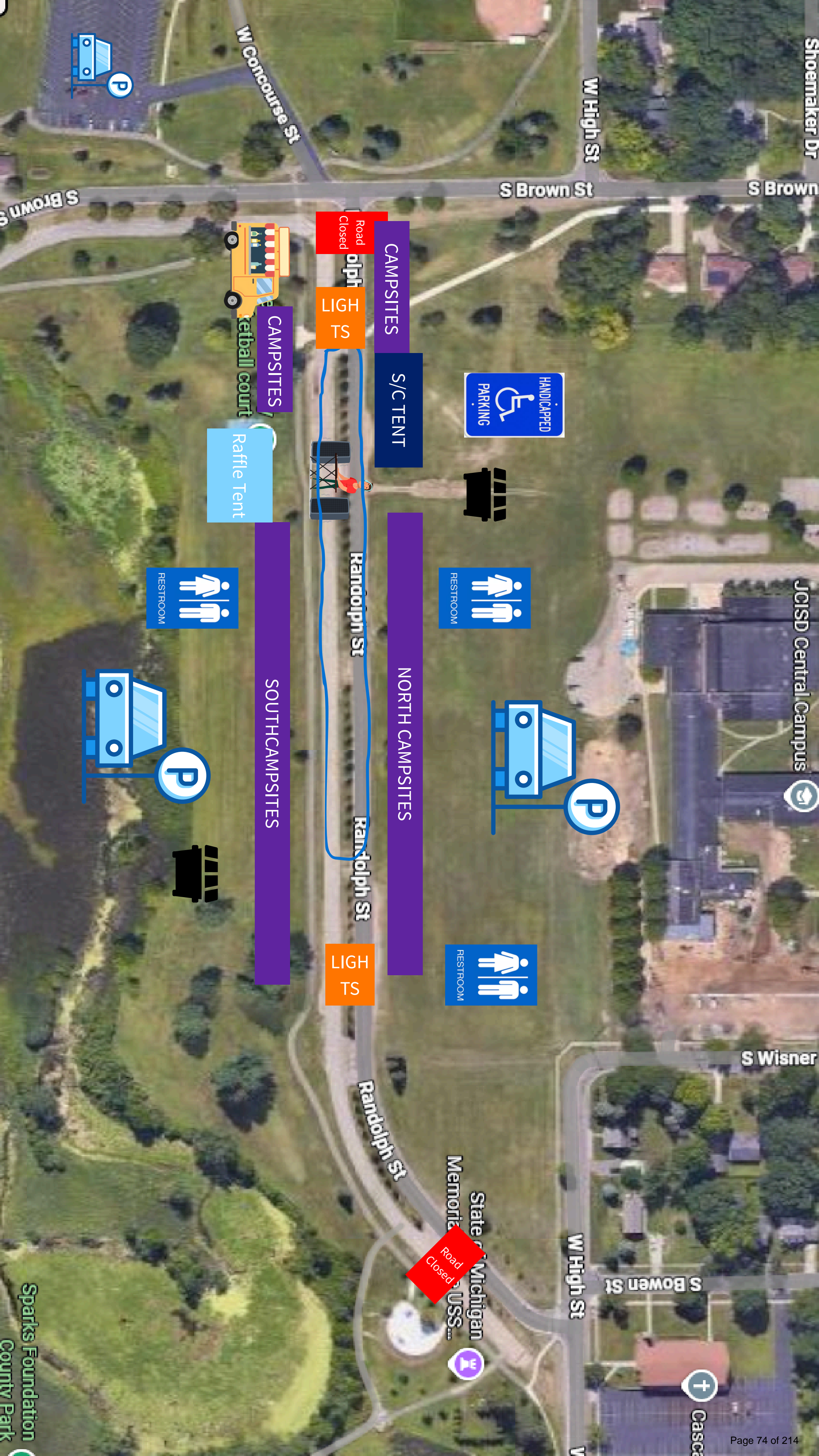
Special Event Application

Certification and 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: *Susan Brogger*

Date: _____



Shoemaker Dr

S Brown St

W High St

S Brown St

W Concourse St

S Brown St

JCIISD Central Campus

S Wisner

S Bowen St

W High St

State of Michigan
Memorial USS...

Randolph St

Randolph St

Randolph St

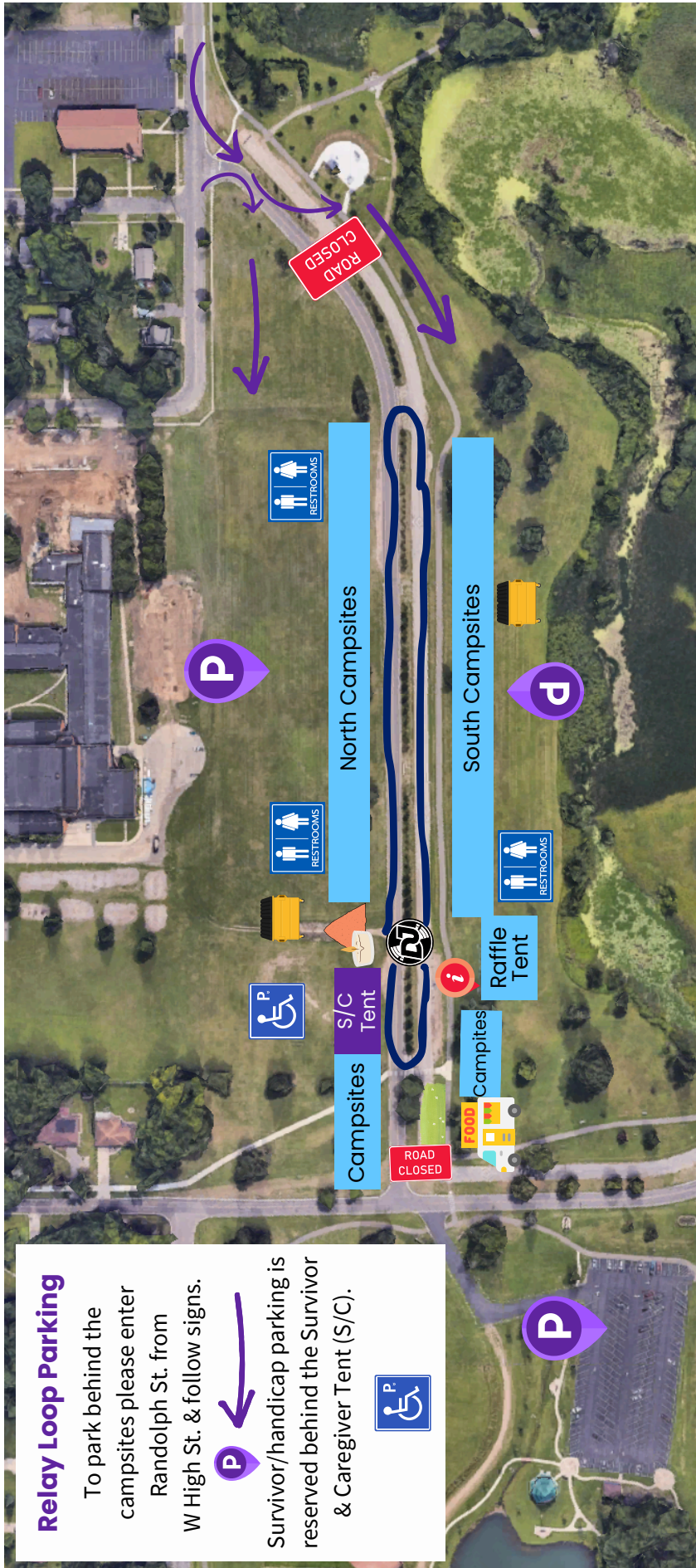
+ Cascade

Relay Loop Parking

To park behind the campsites please enter Randolph St. from W High St. & follow signs.



Survivor/handicap parking is reserved behind the Survivor & Caregiver Tent (S/C).



Team Sites

These sites are not to scale, but will give you an idea of where your team site is.

- | | | | | | |
|----|--------------------------------------|----|-------------------------|----|------------------------------|
| 1 | Karmays | 11 | Because It Matters | 22 | Dawn Foods |
| 2 | Diamond Dogs | 12 | PJ Strong | 23 | Walkin' the Talk |
| 3 | Dream Believers | 13 | Team Hope | 24 | Commonwealth Cancer Crushers |
| 4 | Lily Baptist Cares | 14 | Cascades Falls | 25 | Team Bounty Hunter |
| 5 | Grandpa's Kids | 15 | Cascades Lions | 26 | Relay Backyard |
| 6 | Survivor & Caregiver Tent | 16 | Team Jerry | 27 | Milisco |
| 7 | Team Ream | 17 | Wrona's Wranglers | 28 | Crusin' for a Cure |
| 8 | APHW | 18 | Vietnam Veterans | 29 | American 1 Credit Union |
| 9 | MACI | 19 | Eaton/Color Health | 30 | Cub Scouts Pack 4339 |
| 10 | The Fighting Scots | 20 | Information Tent | 31 | Team Certainteed |
| | | 21 | Raffle Tent | 32 | Michigan First Credit Union |



- | | | | | | |
|----|------------------------------|----|-----------------------------|----|--------------------------------------|
| 29 | American 1 Credit Union | 19 | Eaton/Color Health | 6 | Survivor & Caregiver Tent |
| 8 | APHW | 5 | Grandpa's Kids | 25 | Team Bounty Hunter |
| 11 | Because It Matters | 20 | Information Tent | 31 | Team Certainteed |
| 15 | Cascades Lions | 1 | Karmays | 13 | Team Hope |
| 14 | Cascading Falls | 4 | Lily Baptist Cares | 16 | Team Jerry |
| 24 | Commonwealth Cancer Crushers | 9 | MACI | 7 | Team Ream |
| 28 | Crusin' for a Cure | 32 | Michigan First Credit Union | 10 | The Fighting Scots |
| 30 | Cub Scouts Pack 4339 | 27 | Milisco | 18 | Vietnam Veterans |
| 22 | Dawn Foods | 12 | PJ Strong | 23 | Walkin' the Talk |
| 2 | Diamond Dogs | 21 | Raffle Tent | 17 | Wrona's Wranglers |
| 3 | Dream Believers | 26 | Relay Backyard | | |



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Special Event Application: Food Truck Tuesdays

Recommendation:

Approve a request from Tiki Sam to host the Food Truck Tuesdays on June 9 & 23, July 14 & 28, August 11 & 25, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Food Truck Tuesdays.

I recommend approval of the Special Event Application for the Food Truck Tuesdays. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: March 10, 2026

RECOMMENDATION: Approve a request from Tiki Sam to host the Food Truck Tuesdays on June 9 & 23, July 14 & 28, August 11 & 25, 2026, in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$500.00
		TOTAL	\$500.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Power, Road closure signs, Parking tri-pods, use of Horace Blackman Park, Bucky Harris Bathrooms

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Tiki Sam to host the Food Truck Tuesdays on June 9 & 23, July 14 & 28, August 11 & 25, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Food Truck Tuesdays UPDATED



By: M. Evans Date: 11/21/25
 Fee Rec: \$75 Date: 11/21/25
 Cash: Check #: _____
 Approved through City Council
 Yes/No: _____ Date: _____

SPECIAL EVENT APPLICATION 2025

Submit your application to mevans@cityofjackson.org or drop it off at
 City of Jackson Downtown Development Authority, 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

Application attachments

The application will not be submitted for approval until all attachments are attained.

Application Fee: Nonrefundable. Cash or check only. Please make checks out to Downtown Development Authority

- Level 1: \$75 (0-1 city resources) Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.
- Level 2: \$150 (No road closure, needs 2 city resources) **Does not include closing Hayes Court*
- Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

- LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.
- Insurance documentation for sponsoring organization
- Event Map - Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)
- Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District
- Cannabis Consumption Area License and Liability insurance (if applicable)
- Carnival Ride Permit (if applicable)
- Insurance documentation for all vendors (if applicable)
- Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

Applicant Information

EVENT NAME: Food Truck Tuesday

Sponsoring Organization Legal Name : Meltd Grill, LLC Tiki Sam

Street Address : 12674 MOSCOW HANOVER MI 49241

Tax ID# : 84-3289430 Website : TUKISAMPIZZA.COM

Contact Name 1 : Toni Jo Nichols Sam Durocher Email: hello@tukisampizza.com Phone: (517) 414-4678

Contact Name 2 : Bert McLain Email: pbjsbbq@gmail.com Phone: 734-560-8794

Contact Name/Phone# During Event: Bert McLain/734-560-8794

Event Details

Approved dates: June 9 and 23, July 14 and 28, August 11 and 25

Event Date(s): Tuesdays Set up Time: 10am Start Time: 11am End Time: 2pm Tear Down Time: 3pm
5/27/2025 June, July, Aug

Has this event occurred before? Yes No If yes, how many previous years? 8

What is the expected attendance? 750-1000 Do you expect to do this event next year? Yes No

Type of Event Please check all that apply

- Festival
- March/Parade
- Walk/Run*
- Other

***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

Description of Event This description will be posted on the Special Events Calendar

Continuation of Jackson DDA's Food Truck Tuesday events. ~~Happening every Tuesday starting w/ 5/27/2025~~

***2nd and 4th Tuesday, June-August** 4/2/2024

Event Location Please include the location on the map

- Horace Blackman Park
- Bucky Harris Park
- MLK Equality Trail
- TRUE City Square Stage
- Grand River Farmers Market Pavilion
- Ella Sharp Park
**requires Ella Sharp Board approval*
- Other Location:

Requested Street Closure(s) Please include all requested street closures on the map. Note that street closures require an anticipated attendance of at least 3,000

Street Name: Hayes Court Cross Street 1: Michigan Ave Cross Street 2: Pearl St.
 Closure Start Date: Morning of Time: 9am Closure End Date: Time: *Event will take care of
each Tuesday

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options?

Service Provider: Who will supply and service the restrooms (name/contact)?

Placement: Where will restrooms be located? *Please include locations on the map

Additional Notes:

Bucky Harris Park Bathrooms Use: Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.

Waste Management Plan Please include garbage locations on the map

*If the area of your event is not cleaned up, you will be invoiced the cost of services.

Collection: How will garbage be managed during and after the event? Emmons
Each truck will have their own garbage can, park garbage can

Service Provider: Who is responsible for waste removal (name/contact)? Organizers

Reciprocals: How many bins will be provided? *Please include locations on the map 4 permanent locations in the park 10 bins
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? PB&J's BBQ will empty each can

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes No ****All electrical lines MUST be properly covered to minimize tripping hazards****

True Community Stage

Will you have food trucks? Yes No Please add food truck names and locations on the map. if yes, how many food trucks do you anticipate? 8

Using generators? Yes No Do you need to rent power boxes for the food trucks? \$25 per box rental cost (adapters included) Yes No

if yes, how many? TBD

Will be using generators

Will you have Vendors/ Other food on site? Yes No if yes, how many?

Using generators? Yes No Do you need to rent power boxes? \$25 per box rental cost (adapters included) Yes No

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes No if yes, what?

Using generators? Yes No Do you need to rent power boxes? \$25 per box rental cost (adapters included) Yes No if yes, how many?

Other electrical power needed? Yes No if yes, what?

Wattage needed: _____ Number of plug-ins needed: _____

Water: Do you need water? Yes No if yes, please indicate the needed requirement:

Location of where the water is needed: _____

Fireworks: Do you plan to do fireworks? Yes No ***If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.**

Police Department: Do you require police assistance? Yes No if yes, please explain: Removal of transients during event times

Alcohol Sales: Yes No ***If yes, attach liquor license and liquor liability insurance**

Cannabis Consumption Area: Yes No ***If yes, attach Cannabis Consumption License and liability insurance**

Other Requests:

Traffic Cones How many? _____ 15 foot Mobile Stage _____ 25 foot Mobile Stage _____

Other Power at True Community

Other 10 Red no parking signs for Hayes Court

* Red parking signs are in place of the large road closed signs

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

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



Event Map Please include **all event details** and activities on the map for review and processing.

- | | | | |
|--------------------|----------------------------|---|--|
| Route plan | Emergency vehicle access | <input checked="" type="checkbox"/> Requested street closures | <input checked="" type="checkbox"/> Food Truck Locations |
| Vendor locations | Dispersal locations | Requested reserved parking | |
| Tent locations | Trash Receptacle locations | Requested electrical location | |
| Assembly locations | Bathroom locations | Alcohol/Cannabis sales locations | |

**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.*

I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

***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 Policy

Additional charges may incur if policies are broken.

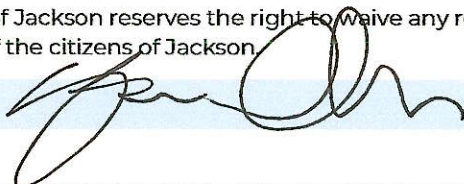
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
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 ~~approval is granted.~~
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. 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.
9. 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.

Special Event Application

Certification and 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:

11/21/2025

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Traffic Control Order 2418**

Recommendation:

Approve Traffic Control Order (TCO) 2418 to designate lane assignments on Blackstone Street between Glick Highway and Van Buren Street to match recently completed construction to add a left turn lane for southbound traffic.

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

I recommend approval of Traffic Control Order 2418. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve Traffic Control Order (TCO) 2418 to designate lane assignments on Blackstone Street between Glick Highway and Van Buren Street to match recently completed construction to add a left turn lane for southbound traffic.

ISSUE STATEMENT

In 2025, construction was completed to widen the pavement on Blackstone Street between Glick Highway and Van Buren Street to provide for a left turn lane for southbound traffic queuing to turn left (eastbound) on to Glick Highway.

DESCRIBE THE CONSEQUENCES

This TCO is prepared as a matter of housekeeping to reflect completion of the previously approved project that resulted in the new lane configuration.

OWNERSHIP

The Engineering Department administered the contract to complete construction in the field. At this time, the installation of signs and pavement markings for the new lane designations has been completed.

SOLUTION

The approval of TCO 2418 will codify the lane designations that were previously approved prior to construction.

FACILITATE IMPLEMENTATION

Approve Traffic Control Order (TCO) 2418 to designate lane assignments on Blackstone Street between Glick Highway and Van Buren Street to match recently completed construction to add a left turn lane for southbound traffic.

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2418

LOCATION: Blackstone Street - Glick Highway to Van Buren Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

All traffic traveling southbound in the center lane of Blackstone Street from 90 feet south of Van Buren Street to Louis Glick Highway shall be required to complete a left turn off of Blackstone Street.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>Posts</u>	<u>Stop</u>	<u>Time</u>	<u>Limit</u>		<u>No</u>			
<u>Parking</u>	<u>Loading Zone</u>	<u>One Way</u>	<u>Yield</u>	<u>Paint</u>	<u>Other</u>				

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Traffic Control Order 2419 through 2422**

Recommendation:

Approve Traffic Control Orders (TCOs) 2419 through 2422 to designate travel lane and on-street parking assignments on Martin Luther King Jr. Drive between South Street and Morrell Street to match the configuration that will result from the current construction project.

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

I recommend approval of Traffic Control Order 2419-2422. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve Traffic Control Orders (TCOs) 2419 through 2422 to designate travel lane and on-street parking assignments on Martin Luther King Jr. Drive between South Street and Morrell Street to match the configuration that will result from the current construction project.

ISSUE STATEMENT

As part of the MLK Corridor Reimagined project, construction was completed in 2025 on Martin Luther King Jr. Drive between High Street in Morrell Street that modified the pavement layout to reduce the width of travel lanes, maintain left turn lanes at major street intersections and provide bays for on-street parking on both sides of the street.

In 2026, construction will be completed to make the same improvements on Martin Luther King Jr. Drive between South Street and High Street.

DESCRIBE THE CONSEQUENCES

This TCO is prepared as a matter of housekeeping to reflect the modified travel lane and on-street parking assignments that will result from construction of the MLK Corridor Reimagined Project.

OWNERSHIP

Commencing in 2024, several iterative presentations and approvals have been made to bring the MLK Corridor Project to fruition. These included various presentations, resolutions of support and contract approvals.

SOLUTION

The approval of TCOs 2419 through 2422 will codify the travel lane and on-street parking designations that were previously approved as part of the process that made construction possible. A brief summary of each TCO follow:

- 2419: designates the left turn lane at the South Street intersection for left turns
- 2420: designates the left turn lanes at the Prospect Street intersection for left turns
- 2421: designates the left turn lanes at the High Street intersection for left turns
- 2422: designates the bays on each side of the street for on-street parking and prohibits on-street parking elsewhere

FACILITATE IMPLEMENTATION

Approve Traffic Control Orders (TCOs) 2419 through 2422 to designate travel lane and on-street parking assignments on Martin Luther King Jr. Drive between South Street and Morrell Street to match the configuration that will result from the current construction project.

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2419

LOCATION: Martin Luther King Jr. Drive and South Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Southbound traffic on Martin Luther King Jr. Drive in the center left turn lane at the intersection of South Street shall be required to complete a left turn off of Martin Luther King Jr. Drive onto South Street.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2420

LOCATION: Martin Luther King Jr. Drive and Prospect Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Northbound and southbound traffic on Martin Luther King Jr. Drive in the center left turn lane at the intersection of Propsect Street shall be required to complete a left turn off of Martin Luther King Jr. Drive onto Prospect Street.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2421

LOCATION: Martin Luther King Jr. Drive and High Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Northbound and southbound traffic on Martin Luther King Jr. Drive in the center left turn lane at the intersection of High Street shall be required to complete a left turn off of Martin Luther King Jr. Drive onto High Street.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2422

LOCATION: Martin Luther King Jr. Drive – South Street to Morrell Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new designated parking lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

On Martin Luther King Jr. Drive between South Street and Morrell Street, parking shall be permitted only in the offset parking bay lanes east of the northbound traffic lane and west of the southbound traffic lane. On-street parking is prohibited at all other locations.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>Posts</u>	<u>Stop</u>	<u>Time</u>	<u>Limit</u>		<u>No</u>			
<u>Parking</u>	<u>Loading Zone</u>	<u>One Way</u>	<u>Yield</u>	<u>Paint</u>	<u>Other</u>				

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Traffic Control Order 2423 through 2427

Recommendation:

Approve Traffic Control Orders (TCOs) 2423 through 2427 to designate travel lane assignments on Lansing Avenue between Steward Avenue and McKinley Street to match recently completed construction to modernize traffic signals along the Lansing Avenue corridor.

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

I recommend approval of Traffic Control Order 2423-2427. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve Traffic Control Orders (TCOs) 2423 through 2427 to designate travel lane assignments on Lansing Avenue between Steward Avenue and McKinley Street to match recently completed construction to modernize traffic signals along the Lansing Avenue corridor.

ISSUE STATEMENT

In 2025, construction was completed to modernize the traffic signals on Lansing Avenue that resulted in a lane reduction between Steward Avenue and McKinley Street.

DESCRIBE THE CONSEQUENCES

This TCO is prepared as a matter of housekeeping to reflect completion of the previously approved project that resulted in the new lane configuration.

OWNERSHIP

Commencing in 2022, several iterative presentations and approvals have been made to bring the Lansing Avenue project to fruition. These included various presentations, resolutions of support and contract approvals.

SOLUTION

The approval of TCOs 2423 through 2427 will codify the travel lane designations between Steward Avenue and McKinley Street that were previously approved as part of the process that made construction possible. A brief summary of each TCO follow:

- 2423: designates a single northbound travel lane, a single center lane and a single southbound travel lane
- 2424: designates the single center lane between Steward and North for left turns only at North Street
- 2425: designates the single center lane between North and Clinton for left turns only
- 2426: prohibits motorists from using the center lane between Clinton and Hill
- 2427: designates the single center lane between Hill and McKinley for left turns by southbound traffic only

FACILITATE IMPLEMENTATION

Approve Traffic Control Orders (TCOs) 2423 through 2427 to designate travel lane assignments on Lansing Avenue between Steward Avenue and McKinley Street to match recently completed construction to modernize traffic signals along the Lansing Avenue corridor.

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2423

LOCATION: Lansing Avenue – Steward Avenue to McKinley Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new parking lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Lanes are configured to provide for a single northbound travel lane in the easternmost lane, a single center lane and a single southbound travel lane in the western most lane.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2424

LOCATION: Lansing Avenue – Steward Avenue to North Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new designated lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Northbound traffic on Lansing Avenue between Steward Avenue and North Street in the center left turn lane shall be required to complete a left turn off of Lansing Avenue onto North Street.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2425

LOCATION: Lansing Avenue – North Street to Clinton Road
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new designated lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

All traffic traveling northbound or southbound in the center lane on Lansing Avenue between North Street and Clinton Road shall be required to complete a left turn off of Lansing Avenue.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2426

LOCATION: Lansing Avenue – Clinton Road to Hill Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new designated lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

All traffic traveling on northbound and southbound Lansing Avenue between Clinton Road and Hill Street are prohibited from entering the center lane.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Parking Loading Zone One Way Yield Time Limit No
Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2427

LOCATION: Lansing Avenue – Hill Street to McKinley Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new designated lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

All traffic traveling southbound in the center lane on Lansing Avenue at the intersection with Hill Street shall be required to complete a left turn off of Lansing Avenue onto Hill Street.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Traffic Control Order 2428**

Recommendation:

Approve Traffic Control Order 2428 to prohibit left turn movements from southbound Clinton Road on to northbound Lansing Avenue.

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

I recommend approval of Traffic Control Order 2428. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve Traffic Control Order 2428 to prohibit left turn movements from southbound Clinton Road on to northbound Lansing Avenue.

ISSUE STATEMENT

In 2025, construction was completed to modernize the traffic signal at the intersection of Lansing Avenue and Clinton Road. For the new signal to meet current standards at an intersection with such atypical geometry, it was necessary to remove the option for southbound Clinton traffic to turn left onto northbound Lansing Avenue.

DESCRIBE THE CONSEQUENCES

This TCO is prepared as a matter of housekeeping to reflect completion of the previously approved project that resulted in the new traffic signal configuration and left turn prohibition.

OWNERSHIP

Initially, a project was developed to reconstruct the intersection so that Lansing Avenue and Clinton Road with a traditional cross alignment. This would have allow for left turns. However, this plan was rejected. Instead, the scope of the project was reduced to only replace the signals with minimal pavement and curb modifications. As a result, the alignment of the intersection remained unchanged and the left turn option removed.

SOLUTION

The approval of TCO 2428 will codify the left turn prohibition that was previously approved as part of the process that made construction possible.

FACILITATE IMPLEMENTATION

Approve Traffic Control Order 2428 to prohibit left turn movements from southbound Clinton Road on to northbound Lansing Avenue.

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2428

LOCATION: Clinton Road and Lansing Avenue
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Generate housekeeping Traffic Control Order to reflect recent reconstruction and installation of new designated lane assignments.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Southbound traffic on Clinton Road is prohibited from making a left turn to travel northbound on Lansing Avenue.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No
Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Traffic Control Order 2429**

Recommendation:

Approve Traffic Control Order (TCO) 2429 to establish a four-way stop at the intersection of Washington Avenue and Fourth Street.

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

I recommend approval of Traffic Control Order 2429. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve Traffic Control Order (TCO) 2429 to establish a four-way stop at the intersection of Washington Avenue and Fourth Street.

ISSUE STATEMENT

Commencing in 2016, various project on and in the vicinity of Washington Avenue has resulted in reduced traffic volumes on Washington Avenue and a traffic control imbalance at the intersection at Fourth Street.

DESCRIBE THE CONSEQUENCES

In 2025, the Average Daily Traffic (ADT) was 1,275 on Washington Avenue and 2,746 on Fourth Street. Even though traffic on Fourth is more than twice that on Washington, the current traffic control at the intersection requires Fourth Street to stop for Washington Avenue. The current traffic control configuration is a relic of the past when traffic volumes on Washington Avenue were higher and exceeded the traffic on Fourth Street.

OWNERSHIP

Since 2017, various projects on and in the vicinity of Washington Avenue have resulted in less traffic using the street. A summary of those projects is as follows:

- 2016: Franklin Street between West and First converted from one-way to two-way traffic
- 2017: Franklin Street between Brown and West converted from one-way to two-way traffic
- 2017: Michigan Avenue between Brown and Wildwood reconstructed and widened
- 2017: Washington and Glick between Wildwood and Cooper converted to two-way traffic
- 2017: Washington Avenue between First and the curve on Washington Avenue closed
- 2018: Washington Avenue between West and First converted from one-way to two-way traffic
- 2021: Washington Avenue between Brown and West converted from one-way to two-way traffic
- 2022: Traffic signal at Washington and West removed
- 2024: Washington Avenue Act51 designation downgraded from Major Street to Local Street
- 2025: On-street parking between West and First reinstated

As a result of these changes, the current intersection traffic control is not appropriate as it has a major street with more traffic (Fourth Street) stopping for a local street with less traffic (Washington Avenue).

SOLUTION

The solution to balancing the traffic control is to make the intersection a four-way stop to match the similar intersection at Washington and Wisner. This will likely result in less cut-through traffic and enhance the local street nature of Washington Avenue.

FACILITATE IMPLEMENTATION

Approve Traffic Control Order (TCO) 2429 to establish a four-way stop at the intersection of Washington Avenue and Fourth Street.

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 2429

LOCATION: Washington Avenue and Fourth Street
DATE: March 10, 2026
ASSIGNED TO: Engineering

TCO DESCRIPTION

Review historic traffic patterns at the intersection of Washington Avenue and Fourth Street to determine if traffic control changes are appropriate.

BY TROY R. WHITE, P.E.

RECOMMENDATION

Traffic from all directions on Washington Avenue and on Fourth Street shall be required to stop prior to entering the intersection.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

Install new stop signs on eastbound and westbound Washington Avenue at intersection with Fourth Street with "all way" sign under stop signs. Add "all way" signs under existing stop signs on northbound and southbound Fourth Street.

BY TROY R. WHITE, P.E.

MATERIAL USED

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Posts Stop Time Limit No

Parking Loading Zone One Way Yield Paint Other _____

ASSIGNMENT COMPLETED

DATE: _____ **BY: Sign Shop**

WORK INSPECTED

REMARKS:

DATE: _____ **BY: Troy R. White, P.E., City Engineer**

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

MEMO TO: City Councilmembers
FROM: Daniel J. Mahoney, Mayor
DATE: March 10, 2026
SUBJECT: Appointments to the Human Relations Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Mary Bracey, Amanda Hale, and Nicole Hughes to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2028.

It is my recommendation to appoint Mary Bracey, Amanda Hale, and Nicole Hughes to the Human Relations Commission, for a three-year term ending December 31, 2028.

Your consideration and concurrence is appreciated.

DJM:imm

From: noreply@civicplus.com
To: [Lisa Moutinho](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Tuesday, February 24, 2026 10:16:29 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Mary
Last Name	Bracey
Address	5100 Browns Lake Road
City	Jackson
State	MI
Zip	49203
Phone Number	3136571588
Email	goddessmar@aol.com
Last four digits of Social Security Number	Yes
Occupation	Crisis Counselor
Describe your community involvement.	I moved back to Jackson in December 2025 after living in Detroit since 1988. Having only been back a few months, I have become involved in the Jackson County Animal Shelter's Pet Therapy Team, Jackson Pride and the Jackson Interfaith Shelter.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	<i>Field not completed.</i>
If you answered "Yes" how long have you been a City resident?	Dearborn
Which board or commission are you	Human Relations Commission

interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.

Field not completed.

Why do you want to serve on your selected board or commission?

Diversity, Acceptance and inclusiveness has been at the center of my personal value system for as long as I can remember. Having lived in Detroit for most of my life, I was immersed in a world of differences; race, religion, sexual orientation, homelessness, drug addiction, poverty and so much more. I helped in every way I could; volunteering for numerous organizations including the Crisis Text Line; I am a crisis counselor for 988, the National Suicide Hotline for over two years. I have talked to over 250 people in crisis/suicidal. I believe I would bring a fresh perspective and new ideas with my extensive experience. I would love to be a part of Jackson's future. My grandparents came to Jackson from Poland via Ellis Island when they were teenagers; they lived on S. Gorham. My Dad was a WWII POW. I grew up on S. Bowen and went to Queens and Lumen Christi. I'm a forever Jackson girl :).

Upload additional documents

Field not completed.

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

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

Digital Signature

Mary Bracey

Date of Submission

2/24/2026

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Lisa Moutinho](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Wednesday, February 25, 2026 8:28:32 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Amanda
Last Name	Hale
Address	939 Maple Ave
City	Jackson
State	Michigan
Zip	40203
Phone Number	253-283-0440
Email	Mhale1227@gmail.com
Last four digits of Social Security Number	yes 2/26/26
Occupation	Sales Consultant
Describe your community involvement.	I have volunteered for city clean up days and I help at tje community garden on Maple and Rockwell.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	<i>Field not completed.</i>
If you answered "Yes" how long have you been a City resident?	3 years
Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand	Civil Service Board, Historic District Commission , Human Relations Commission

the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	<i>Field not completed.</i>
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Why do you want to serve on your selected board or commission?	I love Jackson and want to be a part of its future
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Upload additional documents	<i>Field not completed.</i>
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(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

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

Digital Signature	Amanda L. Hale
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Date of Submission	2.25.2026
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From: noreply@civicplus.com
To: [Lisa Moutinho](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Wednesday, February 25, 2026 8:35:35 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Nicole
Last Name	Hughes
Address	594 Ramsey Lane
City	Pleasant Lake
State	MI
Zip	49272
Phone Number	517-348-7785
Email	hughesn@cooley.edu
Last four digits of Social Security Number	YES
Occupation	Lawyer
Describe your community involvement.	I am a parent raising children in our community. I often donate to our local charities and attend our community events.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Pleasant Lake
If you answered "Yes" how long have you been a City resident?	<i>Field not completed.</i>
Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission	Community Police Oversight Commission, Human Relations Commission , Jackson District Library Board of Trustees

section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.

Yes

Why do you want to serve on your selected board or commission?

I am interested in becoming more involved in our community, to bring positive change and participation to our community.

Upload additional documents

[Resume.docx](#)

(Section Break)

Appointment Process

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

(Section Break)

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

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

(Section Break)

Final Submission

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

Digital Signature

Nicole Hughes

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: March 10, 2026
SUBJECT: Appointment to the Environmental Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Derek Dobies to fill a vacancy on the Environmental Commission for a three-year term, beginning immediately and expiring on May 31, 2029.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
Sent: Thursday, August 21, 2025 4:49 PM
To: Aaron Dimick; Lisa Moutinho; clerks Office
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Derek
Last Name	Dobies
Address	2017 Glen Drive
City	Jackson
State	MI
Zip	49203
Phone Number	5174996647
Email	derekdobies@gmail.com
Last four digits of Social Security Number	
Occupation	Nonprofit Executive

Describe your community involvement.

My community involvement has been rooted in service and a commitment to strengthening Jackson. As a former mayor and current Jackson Public Schools board member, I have worked to improve education, expand equity, and create opportunities for young people. I've partnered with neighborhood associations, local nonprofits, and faith leaders to support community development, public safety, and youth engagement. I've also been active in labor and workforce initiatives, collaborating with unions and employers to grow economic opportunity for working families. Beyond formal roles, I've

volunteered time with local boards, commissions, and civic projects that focus on building a stronger, more inclusive city. At every step, I have sought to bring people together, elevate community voices, and ensure that Jackson continues to be a place where families can thrive.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.

Yes

If you answered "No" where do you reside?

Field not completed.

If you answered "Yes" how long have you been a City resident?

16 Yrs

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

Board of Review , Ella W. Sharp Park Board of Trustees, Environmental Commission

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.

Field not completed.

Why do you want to serve on your selected board or commission?

I would welcome the opportunity to serve on a board or commission for the City of Jackson because of my deep commitment to the community and my history of public service here. Having previously worked for the City—as both a mayor and councilmember—I gained firsthand experience in city governance, budgeting, policy development, and community engagement. I understand how municipal decisions directly impact residents' daily lives, and I value the role that boards and commissions play in shaping the future of our city. My prior service has given me a strong foundation

in bringing diverse stakeholders together, balancing complex challenges, and advancing initiatives that strengthen neighborhoods and improve quality of life. Serving in this capacity would allow me to continue contributing my skills, experience, and passion for Jackson to help guide thoughtful, inclusive, and forward-looking decisions for our community.

Upload additional documents

Field not completed.

(Section Break)

Appointment Process

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(Section Break)

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

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(Section Break)

Final Submission

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Digital Signature

Derek J. Dobies

Date of Submission

8/20/25

Email not displaying correctly? [View it in your browser.](#)

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: March 10, 2026
SUBJECT: Reappointment to Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to reappoint Bradley Johncox to the Downtown Development Authority, for a four-year term, beginning April 1, 2026 and ending on March 31, 2030.

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

It is my recommendation, therefore, to reappoint Bradley Johncox to the Downtown Development Authority, for a four-year term, beginning April 1, 2026, and ending on March 31, 2030.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
To: [Lisa Moutinho](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Thursday, January 22, 2026 8:53:36 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Bradley
Last Name	Johncox
Address	9736 McKinney Road
City	Brooklyn
State	MI
Zip	49230
Phone Number	5176739019
Email	bjohncox@lallycpa.com
Last four digits of Social Security Number	ok
Occupation	CPA
Describe your community involvement.	I am a shareholder and CPA at Lally Group, PC, a CPA firm in Downtown Jackson working with many local businesses. I have served on the DDA board as the treasurer since 2019 and would like to continue my service to help continue the mission of the DDA to support Downtown Jackson, its residents and its business owners. In addition to my service with the DDA, I am also serving on other local nonprofit boards in Jackson and the surrounding area.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Brooklyn, MI

If you answered "Yes" how long have you been a City resident? *Field not completed.*

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:
<https://www.cityofjackson.org/288/Boards-Commissions>

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. Yes

Why do you want to serve on your selected board or commission?

I would like to continue my service as the treasurer on the DDA board, a role I have held since 2019. Over that time, the DDA has taken great strides to serve the downtown constituents, bringing numerous events and activities to the residents and business owners in the DDA. I look forward to the opportunity to continue my involvement and ensure the DDA is managed in a fiscally responsible way while continuing to provide a positive impact to all of those who work, live or visit Downtown Jackson.

Upload additional documents *Field not completed.*

(Section Break)

Appointment Process

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

(Section Break)

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

(Section Break)

Final Submission

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Digital Signature

Bradley Johncox

Date of Submission

1/22/26

Email not displaying correctly? [View it in your browser.](#)

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Approval of the Utilities Improvements Project contract to Dunigan Bros., Inc.**

Recommendation:

Approve the award of the Utilities Improvements Project contract to Dunigan Bros., Inc., of Jackson, Michigan at a cost of \$4,299,282.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the Utilities Improvements Project contract. I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve the award of the Utilities Improvements Project contract to Dunigan Bros., Inc., of Jackson, Michigan at a cost of \$4,299,282.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

Engineering is responsible for capital improvement projects to the City's infrastructure. To this end, Engineering has worked cooperatively with Department of Public Works staff to prepare a list of projects recommended for completion by year-end. The projects were bundled together in a single contract to enhance their appeal to potential bidders and gain economies of scale.

On February 9, 2026, bids were received for a project to:

1. Replace water distribution main pipes and lead services on Bowen St (Morrell St to Carlton Blvd), Burr St (Waterloo Ave to East Ave), Joy Ave (Summit Ave to Elm Ave), and Griswold St (1st St to Woodbridge St).
2. Extend sanitary sewer on Griswold St at Third St.
3. Reconstruct pavement and sidewalk on Pearl St (Hayes Ct to Jackson St).
4. Replace lead services on Washington Ave (Hupp Ave to Elm Ave) and Page Ave (Elm Ave to Eastern City Limits).

DESCRIPTION OF CONSEQUENCES

The water mains on Bowen, Burr, Joy, and Griswold are antiquated, undersized four-inch pipes with reduced operating pressure, fire flows, and water quality. These streets also have many properties served by lead service lines. When the water main pipes are replaced, all connected lead service lines must also be replaced to comply with the Michigan Lead and Copper Rule. If the water mains are not replaced, the undersized pipes will remain in the water system to deteriorate further.

Community Development plans to build approximately 17 new homes on the former Griswold School site at 500 Griswold Street, with several lots already sold to a builder. However, there is a gap in the Griswold Street sanitary sewer on the north side of Third Street. To develop the two lots north of this intersection, the sewer must be extended to close this gap. Without this extension, construction on these lots will be delayed.

During major storm events, surface runoff on Pearl Street flows to the west side of the street with enough velocity to overtop the curb and enter the parking lot of "The 200" residential development. To properly convey runoff to the City's stormwater drainage system, the street, curb, and sidewalk from Hayes Court to Jackson Street must be reconstructed to establish appropriate cross slopes and curb elevations. Without these improvements, stormwater will continue to discharge into parking lot during major storm events.

Plans are underway to repave portions of Washington Ave and Page Ave. To comply with the Michigan Lead and Copper Rule and avoid cutting into new pavement, the lead service lines in the work zones must be replaced prior to paving. If replacement is deferred, the new pavement will need to be sawcut at a later date to complete the work, increasing the likelihood of premature cracking and deterioration.

The results for sealed bids that were opened on February 10, 2026 are shown in the table below.

Name	Bid	Over/Under Est	% of Est
Engineer’s Estimate	\$ 4,522,321.00	\$ 0.00	100 %
Dunigan Bros., Inc., Jackson, MI	\$ 4,299,282.00	– \$ 223,039.00	95 %
Hoffman Bros., Inc., Battle Creek, MI	\$ 4,318,358.75	– \$ 203,963.00	95 %

This project will be paid for using a combination of Local Street Funds, Sewer Funds, and Water Funds.

OWNERSHIP

The bid’s costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

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

The scoring results are shown in the table below.

Name	A	B	C	D	E	Total
Dunigan Bros., Inc., Jackson, MI	25	25	15	8	20	93
Hoffman Bros., Inc., Battle Creek, MI	21	20	15	8	20	84

SOLUTION

It is recommended that the contract be awarded to Dunigan Bros., Inc., of Jackson, Michigan as their bid cost is the lowest and their Responsible Contractor scoring the highest.

FACILIAE IMPLEMENTATION

Approve the award of the Utilities Improvements Project contract to Dunigan Bros., Inc., of Jackson, Michigan at a cost of \$4,299,282.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

TRW/kmm

RESPONSIBLE CONTRACTOR EVALUATION

ENG 26-07 Utility Improvements Project

02-11-26, jdc

CRITERIA CATEGORY	CRITERIA NO.	PNT SHARE	EARNED PNTS					
			DUNIGAN	HOFFMAN				
CORPORATE ACCOUNTABILITY								
MANAGEMENT QUALIFICATIONS	1-18	5	5	4				
REFERENCES	19	5	5	5				
QUALITY ASSURANCE PROGRAM	20	5	5	2				
WORK PROGRESS	21	5	5	5				
PAST PROJECTS	22	5	5	5				
SUBTOTAL		25	25	21				
WORKPLACE SAFETY								
APPRENTICE RATIO	23	5	5	5				
EMR (EXP MODIFICATION RATING)	24	10	10	10				
OSHA TRAINING	25	5	5	0				
MASTER/JOURNEYMAN CERT	26	5	5	5				
SUBTOTAL		25	25	20				
WORKFORCE DEVELOPMENT								
PAY RATES & BENEFITS	15	5	5	5				
APPRENTICESHIP PROGRAMS	ATTACH	5	5	5				
SKILL/QUAL ASSESSMENT DOCS	23	5	5	5				
SUBTOTAL		15	15	15				
SOCIAL EQUITY								
LOCAL RESIDENTS	27	3	1	1				
EEO PROGRAM	28	3	3	3				
NON-DISCRIMINATION POLICY	29	4	4	4				
SUBTOTAL		10	8	8				
PRICE								
CHANGE ORDER STATEMENT	--	5	5	5				
TOTAL BID COST	--	15	15	15				
LABOR/MATERIAL/EQUIP DETAIL	--	5	0	0				
SUBTOTAL		25	20	20				
TOTAL RATING		100	93	84				

	TOTAL BID	APPRE-NTICES	EMR RATING	CITY RES STAFF
DUNIGAN	\$ 4,299,282.00	0.00	0.98	0.00
HOFFMAN	\$ 4,318,358.00	0.00	0.64	0.00
\$ -				
\$ -				
\$ -				

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Approval of the East Ganson Street Water Service Replacements contract to Super Construction, LLC**

Recommendation:

Approve the award of the East Ganson Street Water Service Replacements contract to Super Construction, LLC of Bay City, Michigan at a cost of \$369,000.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the East Ganson Street Water Service Replacements contract. I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve the award of the East Ganson Street Water Service Replacements contract to Super Construction, LLC of Bay City, Michigan at a cost of \$369,000.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson is responsible for replacing all lead water service lines within its boundaries. Milling and repaving of Ganson Street, from Elm Avenue to the eastern City limits, is scheduled to begin in July 2026. Because performing water service work outside the right-of-way on a Michigan Department of Transportation (MDOT) project is more cumbersome than on a City-led project, water service replacements will be coordinated through a separate City-led project to ensure completion before repaving begins.

DESCRIPTION OF CONSEQUENCES

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) enforces the state's Lead and Copper Rule, which requires the removal of all lead service lines from the water system. To comply with this rule and maintain eligibility for federal funding to repave Ganson Street, Engineering developed a contract for the water service replacement work.

The results for sealed bids that were opened on February 9, 2026 are shown in the table below.

Name	Bid	Over/Under Est	% of Est
Engineer's Estimate	\$ 567,600.00	\$ 0.00	100 %
Super Construction, LLC, Bay City, MI	\$ 369,000.00	- \$ 198,600.00	65 %
Five Start Energy Services, LLC, Waukesha WI	\$ 431,625.00	- \$ 135,975.00	76 %
Murphy Pipeline Contractors, LLC, Jacksonville, FL	\$ 475,875.00	- \$ 91,725.00	84 %
SWT Excavating, Inc., Galesburg, MI	\$ 500,786.35	- \$ 66,813.65	88 %
All Seasons Underground Construction, Inc. Tipton, MI	\$ 618,750.00	+ \$ 51,150.00	109 %

This project will be paid for using Water Funds.

OWNERSHIP

The bid's costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

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

The scoring results are shown in the table below.

Name	A	B	C	D	E	Total
Super Construction, LLC, Bay City, MI	25	21	14	8	24	92
Five Start Energy Services, LLC, Waukesha WI	25	24	15	7	19	90
Murphy Pipeline Contractors, LLC, Jacksonville, FL	25	22	15	7	12	81
SWT Excavating, Inc., Galesburg, MI	24	24	15	7	13	83
All Seasons Underground Construction, Inc. Tipton, MI	21	18	13	7	13	72

SOLUTION

It is recommended that the contract be awarded to Super Construction, LLC of Bay City, Michigan as their bid cost is the lowest and their Responsible Contractor scoring the highest.

FACILIAE IMPLEMENTATION

Approve the award of the East Ganson Street Water Service Replacements contract to Super Construction, LLC of Bay City, Michigan at a cost of \$369,000.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

TRW/kmm

RESPONSIBLE CONTRACTOR EVALUATION

ENG 26-02 East Ganson Street Water Service Replacements

02-11-26, jdc

CRITERIA CATEGORY	CRITERIA NO.	PNT SHARE	EARNED PNTS						
			SUPER CONST	FIVE STAR	MURPHY	SWT	ALL SEASONS		
CORPORATE ACCOUNTABILITY									
MANAGEMENT QUALIFICATIONS	1-18	5	5	5	5	4	5		
REFERENCES	19	5	5	5	5	5	5		
QUALITY ASSURANCE PROGRAM	20	5	5	5	5	5	1		
WORK PROGRESS	21	5	5	5	5	5	5		
PAST PROJECTS	22	5	5	5	5	5	5		
SUBTOTAL		25	25	25	25	24	21		
WORKPLACE SAFETY									
APPRENTICE RATIO	23	5	2	4	5	4	5		
EMR (EXP MODIFICATION RATING)	24	10	10	10	7	10	5		
OSHA TRAINING	25	5	5	5	5	5	5		
MASTER/JOURNEYMAN CERT	26	5	4	5	5	5	3		
SUBTOTAL		25	21	24	22	24	18		
WORKFORCE DEVELOPMENT									
PAY RATES & BENEFITS	15	5	5	5	5	5	5		
APPRENTICESHIP PROGRAMS	ATTACH	5	5	5	5	5	5		
SKILL/QUAL ASSESSMENT DOCS	23	5	4	5	5	5	3		
SUBTOTAL		15	14	15	15	15	13		
SOCIAL EQUITY									
LOCAL RESIDENTS	27	3	1	0	0	0	0		
EEO PROGRAM	28	3	3	3	3	3	3		
NON-DISCRIMINATION POLICY	29	4	4	4	4	4	4		
SUBTOTAL		10	8	7	7	7	7		
PRICE									
CHANGE ORDER STATEMENT	--	5	4	5	5	4	3		
TOTAL BID COST	--	15	15	9	7	4	5		
LABOR/MATERIAL/EQUIP DETAIL	--	5	5	5	0	5	5		
SUBTOTAL		25	24	19	12	13	13		
TOTAL RATING		100	92	90	81	83	72		

	TOTAL BID	APPRE-NTICES	EMR RATING	CITY RES STAFF
SUPER CONST	\$ 369,000.00	0.00	1.39	0.00
FIVE STAR	\$ 431,625.00	0.20	0.79	0.00
MURPHY	\$ 475,875.00	0.00	1.12	0.00
SWT	\$ 500,786.35	0.50	0.62	0.00
ALL SEASONS	\$ 618,750.00	0.00	1.39	0.00



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 10, 2026

SUBJECT: Contract Award — Wastewater Treatment Plant Anaerobic Digester Improvement Project, Design and Construction Administration Services

Approve the Contract with Fishbeck to Provide Design and Construction Administration Services for the Wastewater Treatment Plant Anaerobic Digester Improvement Project in the amount of \$360,000.00.

Recommendation:

Approve the Contract with Fishbeck to Provide Design and Construction Administration Services for the Wastewater Treatment Plant Anaerobic Digester Improvement Project in the amount of \$360,000.00.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: March 10, 2026

RECOMMENDATION: Approve the Contract with Fishbeck to Provide Design and Construction Administration Services for the Wastewater Treatment Plant Anaerobic Digester Improvement Project in the amount of \$360,000.00.

ISSUE STATEMENT

Fishbeck engineers designed an original anaerobic digester improvement project in 2024 and those plans were submitted for State Revolving Fund (SRF) funding through the State of Michigan, but the project fell below the fundable range in the SRF project selection process. As such, city staff have since taken the approach of dividing the project into smaller phases to make funding more manageable while also working to keep these much-needed improvements moving forward. Fishbeck is working on the redesign of the improvements in a way that allows the city to proceed on a smaller scale using the sale of bonds for financing the project.

DESCRIBE THE CONSEQUENCES

By approving a redesign and construction administration contract between the City and Fishbeck, Fishbeck will be allowed to finalize the design of the now-phased improvements and prepare for construction bidding and site work to begin.

OWNERSHIP

The anaerobic digestors at the WWTP are an integral part of the treatment process, and the existing structures and related components are in need of repair and rehabilitation in order to remain efficient and effective in the treatment of biosolids. In an effort to phase the improvement project, we can address some of the major issues in phase 1, and plan accordingly to continue to address remaining needs in the future in a manner that supports our efforts to maintain one of the City's largest assets, namely the wastewater treatment plant.

SOLUTION

Part of the solution to address improvement needs of the WWTP is to surround our operation with invested partners, such as Fishbeck, to assist us with needs that create a successful project. This proposed redesign and construction administration contract brings Fishbeck

professionals onto our team to assist with the management of a multi-million dollar project that would make our project and our asset more efficient and effective for decades to come.



FACILITATE IMPLEMENTATION

Approve the Contract with Fishbeck to Provide Design and Construction Administration Services for the Wastewater Treatment Plant Anaerobic Digester Improvement Project in the amount of \$360,000.00.

ATTACHMENTS

- 1. LP_Jackson DPW_Rebid Design and CA_2026_0225

February 25, 2026
Project No. 221867

Mike Osborn
Director of Public Works
City of Jackson
161 West Michigan Avenue, 11th Floor
Jackson, MI 49201

**Proposal for Professional Engineering Services
Amendment for Jackson WWTP Digester Improvements – Design and Construction Administration**

Fishbeck is pleased to submit this amendment to our proposal to provide professional engineering services related to the improvements to the anaerobic digester system at the City of Jackson Wastewater Treatment Plant (WWTP), previously designed and bid as the 2024 Clean Water State Revolving Fund (CWSRF) WWTP Improvements project. We understand the City is seeking to rebid the project with phased work and direct funding through municipal bonds rather than a CWSRF loan. Fishbeck is pleased to offer design and construction engineering services for the first phase of improvements to the anaerobic digester system.

Background

Fishbeck assisted the City with developing and submitting a Project Planning Document to apply for CWSRF funding, and designing and bidding the first year project components for fiscal year 2024. Bid results from June 2024 were over the anticipated budget, and the project was not awarded CWSRF funding for fiscal year 2025. In an effort to move forward with the project, Fishbeck has assisted the City with phasing the project scope and identifying recommended improvements for Phase 1 to be bid in 2026 and funded by the sale of capital improvement bonds.

Proposed Improvements

Anaerobic Digester System

Phase 1 improvements will focus on rehabilitation of existing Digesters 1 and 4 and will include the following:

- Replacement of mechanical mixing for Digesters 1 and 4.
- Replacement of heat coil systems for Digesters 1 and 4.
- Removal of the floating cover and installation of a dual membrane cover on Digester 4.
- Coating of the concrete walls and floors of Digesters 1 and 4.
- Installation of a new gas detection system in accordance with National Fire Code.
- Repair of exposed concrete reinforcing bar in the Digester Building.

Scope of Services

Task 1 – Redesign and Bidding Assistance

1. Final Design Documents – Revise final drawings and specifications for the revised scope of work for Phase 1. Provide draft documents (electronic files) prior to a review meeting to discuss the design and address questions.
2. Site Investigation – Inspect Digester 4 to evaluate the concrete structure and estimate quantities for repairs.
3. EGLE Part 41 Review – Submit draft and final drawings and specifications to EGLE for review and revision of the previous Part 41 construction permit.
4. Final QA/QC – Conduct an internal quality assurance/quality control review of the final design documents prior to submitting final drawings and specifications to the City and EGLE.
5. Bidding Documents – Develop bidding documents incorporating final City and EGLE comments.
6. Pre-Bid Meeting – Conduct a pre-bid meeting with prospective bidders at the WWTP site.
7. Questions and Addenda – Respond to questions from prospective bidders relative to the project, and issue one addendum as required.
8. Bidder Interviews – Review the qualifications and references of the low bidders; attend subcontractor interviews with the construction manager.

Task 2 – Construction Administration

1. Project Management – Serve as the point of contact and coordinator between the Fishbeck engineers, construction manager, and City staff.
2. Preconstruction Meeting – Schedule and attend a preconstruction meeting.
3. Schedules and Reports – Review construction manager’s proposed project schedule and schedule of values. Review material testing reports for compliance with the Contract Documents.
4. Progress Meetings – Project Manager or representative will attend up to 36 biweekly progress meetings (18 onsite and 18 conference calls), and a closeout meeting with final walk-through.
5. Submittal Review – Review submittals in accordance with submittal requirements.
6. Requests for Information (RFIs) – Respond in writing to the construction manager’s RFIs, issue clarifications to the Contract Documents.
7. Construction Progress Site Visits – Up to a total of 18 site visits, including 6 related to concrete repairs, will be conducted by a member of the design team or other qualified personnel, as needed, dependent on the progress of the work. The purpose of the site visits is to observe the work for conformity of construction with the Contract Documents, observe general quality of the work, and notify the construction manager and City of observed work not in conformance.
8. Contract Modifications – Provide engineering and assistance generating and processing construction contract modifications (field orders, work change directives, bulletins, and change orders).
9. Startup Observation – Observe startup of equipment by the subcontractors, supplier(s), and manufacturer’s representative(s).
10. Punch List Observation of Completed Work – Make a site visit in response to the construction manager requesting Substantial Completion. Confirm the work is in accordance with the construction contract requirements and prepare a punch list as appropriate.
11. Record Drawings – Prepare record drawings based on red-line markups received from the subcontractors. Deliver one electronic (PDF) and two paper (hard copy) sets to the City. Electronic copies will be provided on desired media.
12. Project Closeout – Provide project closeout assistance to the City. Collect and review construction manager’s project closeout documents.

Proposed Schedule

Fishbeck has considered the overall project schedule in relation to the revised scope of work for Phase 1.

Task	Preliminary Schedule
Redesign	February–March 2026
Bidding	March 2026–May 2026
Construction	May 2026–September 2027

Assumptions

Assumptions used in the development of this proposal are presented here for the City’s review and consideration. Our intent is to identify items that could affect the scope of the project and the related fees known at the time of submitting this proposal. There may be additional items that arise over the course of the project that could affect the scope and fees. Fishbeck will review issues with the City as they arise, and where changes are warranted, negotiate in good faith with City.

This proposal is based on the following assumptions:

1. No property surveys, easements, or construction staking is included in this proposal.
2. Digester system components will be replaced in-kind to support reuse of MCC-K in the Digester Building. Approval to reuse MCC-K in the Digester Building will depend on the local governing authority.
3. Manufacturer-supplied control panels will include programmable logic controllers and local input/output racks for monitoring and controlling respective equipment along with Ethernet network equipment for connecting to the plant supervisory control and data acquisition (SCADA) system.
4. A single set of bidding documents (bid package) will be prepared for the purpose of obtaining subcontractor pricing (bids).
5. Bidding will be conducted at the conclusion of design.
6. The design and bidding schedule may be impacted by regulatory agency reviews.
7. The project work delivery method will be construction management at risk.
8. Building trade permits will be paid for and obtained by the subcontractors.
9. The existing power distribution system is adequately sized to handle the proposed load.
10. This proposal is based on a tentative construction schedule starting in the summer of 2026 with final completion in the fall of 2027.
11. The City will directly hire a consultant for any material testing required in accordance with the specifications.

Professional Services Fee

Fishbeck proposes to provide the scope of services on an hourly rate plus reimbursable expense basis not to exceed Three Hundred Sixty Thousand Dollars (\$360,000), based on the following breakdown by task:

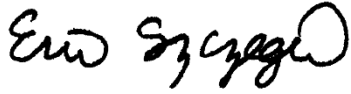
Task 1 – Redesign and Bidding Assistance (2026)	\$120,000
Task 2 – Construction Administration (2026–2027)	\$240,000
Total Fee	\$360,000

Authorization

This project will be performed under the terms and conditions of our existing January 31, 2024, Professional Service Agreement. If you concur with our scope of services, please provide written authorization. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 248.324.1582 or erins@fishbeck.com.

Sincerely,



Erin H. Szczegielniak, PE

Senior Water & Wastewater Engineer

By email

Copy: Todd Knepper – City of Jackson
Chandra Willinger – City of Jackson
Jeffrey Brown, PE – Fishbeck

JACKSON

Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 10, 2026

SUBJECT: Contract Award — Wastewater Treatment Plant Anaerobic Digester Improvement Project, Construction Management Services

Approve the construction management contract with Fishbeck for the digester project in an amount not to exceed 4% of the total approved bid price, authorize the Director of Public Works to execute same on behalf of the City, and authorize the City Manager and/or City Attorney to make minor modifications as needed.

Recommendation:

Approve the construction management contract with Fishbeck for the digester project in the amount of \$___; authorize the Director of Public Works to execute same on behalf of the City; and authorize the City Manager and/or City Attorney to make minor modifications as needed.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: March 10, 2026

RECOMMENDATION: Approve the Contract with Fishbeck to Provide Construction Management Services for the Wastewater Treatment Plant Anaerobic Digester Improvement Project.

ISSUE STATEMENT

Fishbeck engineers designed an original anaerobic digester improvement project in 2024 and those plans were submitted for State Revolving Fund (SRF) funding through the State of Michigan, but the project fell below the fundable range in the SRF project selection process. As such, city staff has since taken the approach of dividing the project into smaller phases to make funding more manageable while also working to keep these much-needed improvements moving forward. Fishbeck has since redesigned the improvements in a manner that allows the city to proceed on a smaller scale using the sale of bonds for financing the project. While looking at the scope of this project, city staff realized that Fishbeck has another company division that offers construction management services which could provide the city with project support, oversight and management of the construction contract and contractors, effectively taking the place of the contractors providing the general contractor services.

DESCRIBE THE CONSEQUENCES

By approving a construction management contract between the City and Fishbeck, Fishbeck will be allowed to advertise for bid the anaerobic digester improvement project and subsequently review the bids once they are returned and present said review, as well as a formal recommendation, to the City for further consideration. At present, this proposed construction management contract is to be approved with no cost attached, but once construction bids come in and appear to be acceptable, a cost component for the construction management services that directly ties to the bid cost will be presented to City Council as an amendment to this contract along with a recommendation to accept a construction bid.

OWNERSHIP

The anaerobic digestors at the WWTP are an integral part of the treatment process, and the existing structures and related components are in need of repair and rehabilitation in order to

remain efficient and effective in the treatment of biosolids. In an effort to phase the improvement project, we can address some of the major issues in phase 1, and plan accordingly to continue to address remaining needs in the future in a manner that supports our efforts to maintain one of the City's largest assets, namely the wastewater treatment plant.

SOLUTION

Part of the solution to address improvement needs of the WWTP is to surround our operation with invested partners, such as Fishbeck, to assist us with needs that may be beyond the ability of our City staff or our staff's time. This proposed construction management contract brings Fishbeck construction management professionals onto our team to assist with the management of a multi-million dollar project that would make our project and our asset more efficient and effective for decades to come.

FACILITATE IMPLEMENTATION

Approve the Contract with Fishbeck to Provide Construction Management Services on the Wastewater Treatment Plant Anaerobic Digester Improvement Project. Restate the recommendation



ATTACHMENTS

- 1. Consesus 510 Agreement_Jackson WWTP Digester_2026_0224_FNL

City of Jackson Wastewater Treatment Plant Digester Improvements

Project No. 221867
February 24, 2026

ConsensusDocs® 510
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER
AND CONSTRUCTION MANAGER



TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. COMPENSATION
7. COST OF THE WORK
8. PAYMENT
9. INDEMNITY, INSURANCE, AND WAIVERS
10. SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT
11. DISPUTE RESOLUTION
12. MISCELLANEOUS PROVISIONS
13. CONTRACT DOCUMENTS

This Agreement has important legal and insurance consequences. Consultation with an attorney and with insurance and surety consultants is encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.



ARTICLE 1 AGREEMENT

Project Number: 221867

This Agreement is made this _____ day of _____ in the year _____, by and between the

OWNER

City of Jackson
161 West Michigan Street
Jackson, Michigan 49201

and the

CONSTRUCTION MANAGER

Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546

Tax identification number (TIN): 38-1841857

for services in connection with the following PROJECT:

Professional Construction Management services of Wastewater Treatment Plant Digester Improvements (the "Project").

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Owner and the Construction Manager agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing.

2.1.1 The Construction Manager shall furnish construction administration and management services and use the Construction Manager's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Construction Manager represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in the Agreement or unless authorized in writing by Owner's Representative.

2.1.4 The Owner and the Construction Manager shall perform their obligations with integrity, ensuring at a minimum that:

2.1.4.1 conflicts of interest shall be avoided or disclosed promptly to the other Party; and



2.1.4.2 the Owner and the Construction Manager warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and employees, subconsultants or others from whom they may be liable, to secure preferential treatment.

2.2 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement and each and every provision thereof is for the exclusive benefit of the Owner and Construction Manager and not for the benefit of any third party except to the extent expressly provided in this Agreement.

2.3 Not Used

2.4 DEFINITIONS

2.4.1 “Agreement” means this ConsensusDocs 510, Standard Agreement and General Conditions Between Owner and Construction Manager, as modified by the Parties, and Exhibits and Attachments made part of this Agreement upon its execution.

2.4.2 “Design” Professional means the licensed Architect, Design Professional or Engineer, and its consultants, retained by Owner to perform design services for the Project. The Owner's Design Professional for the Project is Fishbeck.

2.4.3 The “Contract Documents” consist of this Agreement, the drawings, specifications, addenda issued prior to execution of this Agreement, approved submittals, information furnished by the Owner under section 4.3, other documents listed in this Agreement and any modifications issued after execution.

2.4.4 The Construction Manager is the person or entity identified in ARTICLE 1 and includes the Construction Manager's Representative.

2.4.5 The term “Day” shall mean calendar day unless otherwise specifically defined. “Business Day” means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.6 “Final Completion” occurs on the date when the Construction Manager's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Construction Manager.

2.4.7 A “Material Supplier” is a person or entity retained by the Construction Manager to provide material and equipment for the Work.

2.4.8 “Others” means other contractors, material suppliers and persons at the Worksite who are not employed by the Construction Manager or Subcontractors.

2.4.9 The term “Overhead” shall mean (a) payroll costs and other compensation of Construction Manager's employees in the Construction Manager's principal and branch offices; (b) general and administrative expenses of the Construction Manager's principal and branch offices including deductibles paid on any insurance policy, charges against the Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) the Construction Manager's capital expenses, including interest on capital used for the Work.



2.4.10 "Owner" is the person or entity identified in ARTICLE 1 and includes the Owner's representative.

2.4.11 The "Owner's Program" is an initial description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.4.12 The "Project," as identified in ARTICLE 1, is the building, facility or other improvements for which the Construction Manager is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.4.13 The "Schedule of the Work" is the document prepared by the Construction Manager that specifies the dates on which the Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.4.14 A "Subcontractor" is a person or entity retained by the Construction Manager as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others.

2.4.15 "Substantial Completion of the Work," or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Construction Manager.

2.4.16 A "Sub-subcontractor" is a person or entity who has an agreement with a Subcontractor to perform any portion of the Work.

2.4.17 "Terrorism" means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.18 "Work" means the construction and services necessary or incidental to fulfill the Construction Manager's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.4.18.1 "Changed Work" means work that is different from the original scope of Work.

2.4.18.2 Defective Work is any portion of the Work that is not in conformance with the Contract Documents, as more fully described in sections 3.4 and 3.5.

2.4.19 "Worksite" means the location in ARTICLE 1 where the Work is to be performed.



2.4.20 "Construction Manager's Fee" means the compensation paid to the Construction Manager for salaries and other mandatory or customary compensation of Construction Manager's employees at its principal and branch offices except employees listed in §7.2.2, general and administrative expenses of Construction Manager's principal and branch offices other than the field office, and Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work, and profit.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

3.1.2 The Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Construction Manager shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Construction Manager recognized and failed to timely report to the Owner any error, inconsistency, omission or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences or procedures.

3.1.3 The Construction Manager shall perform Work only within locations allowed by the Contract Documents, applicable permits and applicable law.

3.1.4 WORKSITE VISIT The Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.1.5 CONSTRUCTION MANAGER'S REPRESENTATIVE The Construction Manager's authorized representative is Kent Moeggenborg. The Construction Manager's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. The Construction Manager shall notify the Owner in writing of a change in the designation of the Construction Manager's Representative.

3.1.6 PROFESSIONAL SERVICES The Construction Manager may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures or as such services are specifically called for by the Contract Documents. The Construction Manager shall obtain these professional services and any design certifications required from licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the Owner, and the Design Professional, shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner shall indicate all required performance and design criteria. The Construction Manager shall not be responsible for the adequacy of such performance and design criteria. The Construction Manager shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

3.2 PRECONSTRUCTION SERVICES



3.2.1 The Preconstruction services under this Agreement include the following:

3.2.2 PRELIMINARY EVALUATION The Construction Manager shall provide a preliminary evaluation of the Owner's Program and report such findings to the Owner and the Design Professional.

3.2.3 CONSULTATION The Construction Manager shall schedule and attend regular meetings with the Owner and Design Professional. The Construction Manager shall consult with the Owner and Design Professional regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.2.4 ESTIMATES

3.2.4.1 When the Owner has sufficiently identified the Owner's Program and other Project requirements and the Design Professional has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Design Professional and approval of the Owner, an initial estimate for the Project, utilizing area, volume or similar conceptual estimating techniques.

3.2.4.2 When schematic or preliminary design documents have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare for the review of the Design Professional and approval of the Owner, a more detailed estimate with supporting data including, where possible, data from potential trade contractors. During the preparation of the design development documents or documents of comparable detail, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.2.4.3 When design development documents or documents of comparable detail have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare a further detailed estimate with supporting data, including where possible, data from potential trade contractors for review by the Design Professional and approval by the Owner. During the preparation of the Drawings and specifications, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.2.4.4 If any estimate submitted to the Owner exceeds previously approved estimates, the Construction Manager shall notify and make recommendations to the Owner.

3.2.5 CONSTRUCTION DOCUMENT REVIEW The Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. The Construction Manager shall issue a report to the Design Professional and Owner for their review and action as appropriate. In addition, the Construction Manager shall promptly report to the Owner and the Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.2.6 TEMPORARY FACILITIES The Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials and services for common use by the Construction Manager, its Subcontractors, Sub-subcontractors and Material Suppliers.



3.2.7 LONG-LEAD ITEMS The Construction Manager shall recommend to the Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. The Construction Manager shall help expedite the delivery of long-lead-time items.

3.2.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Design Professional a list of possible Subcontractors from whom proposals may be requested for each principal portion of the Work. The Owner shall promptly reply in writing to the Construction Manager if the Owner or Design Professional knows of any objection to a subcontractor. The Owner may designate specific persons or entities from which the Construction Manager shall solicit bids.

3.2.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION The Construction Manager shall consult with the Owner regarding equal employment opportunity and affirmative action programs.

3.2.10 CONSULTANTS The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of a surveyor, testing laboratories and special consultants as needed.

3.2.11 PERMITS The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Construction Manager.

3.3 CONSTRUCTION SERVICES AND ADMINISTRATION

3.3.1 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work the Construction Manager shall examine and compare the Contract Documents with information furnished by the Owner pursuant to section 4.3; relevant field measurements made by the Construction Manager; and any visible conditions at the Worksite affecting the Work.

3.3.2 If in the course of the performance of the obligations in subsection 3.3.1, the Construction Manager discovers any errors, omissions or inconsistencies in the Contract Documents, the Construction Manager shall promptly report them to the Owner. It is recognized, however, that the Construction Manager is not acting in the capacity of a licensed design professional, and that the Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects. Construction Manager shall be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in section 3.3.

3.3.3 The Construction Manager has no liability for errors, omissions or inconsistencies discovered under subsections 3.3.1 and 3.3.2 unless the Construction Manager knowingly failed to report a recognized problem to the Owner.

3.3.4 COST REPORTING The Construction Manager shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by the Construction Manager with respect to the Project. The Construction Manager's records supporting its performance and



billings under this Agreement shall be current, complete and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded reasonable access during normal business hours to all the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.3.4.1 The Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee them.

3.3.5 CONSTRUCTION PERSONNEL AND SUPERVISION

3.3.5.1 The Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's(s') qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.3.5.2 The Construction Manager shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

3.3.5.3 Construction Manager shall permit only qualified persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.3.6 SUBMITTALS

3.3.6.1 The Construction Manager shall submit to the Owner and, if directed, to its Design Professional for review and the Owner's approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with subsection 4.6. The Construction Manager shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The Construction Manager shall prepare and deliver its submittals to the Owner in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. When the Construction Manager delivers its submittals to the Owner, the Construction Manager shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The review and approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution or change. Such approval shall be promptly memorialized in a change order, and, if applicable, provide for an equitable adjustment in the estimated Cost of the Work, Schedule of the Work, or both. Further, the Owner shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Construction Manager. In the



event that the Contract Documents do not contain submittal requirements pertaining to the Work, the Construction Manager agrees upon request to submit in a timely fashion to the Owner for review and approval any shop drawings, samples, product data, manufacturer's literature or similar submittals as may reasonably be required by the Owner.

3.3.6.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.3.6.3 The Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval does not relieve the Construction Manager from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

3.3.6.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples and shop drawings.

3.3.6.5 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Construction Manager obtains all approvals required under the Contract Documents for substitutions. All such substitutions shall be memorialized promptly in a change order and, if applicable, provide for an adjustment in the estimated Cost of the Work, Schedule of the Work, or both.

3.3.7 The Construction Manager shall prepare and submit to the Owner updated electronic data, in accordance with section 4.6

3.3.8 COOPERATION WITH WORK OF OWNER AND OTHERS

3.3.8.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, clean up and safety which are substantively the same as the corresponding provisions of this Agreement.

3.3.8.2 In the event that the Owner elects to perform work at the Worksite directly or by Others, the Construction Manager and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The estimated Cost of the Work or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.3.8.3 With regard to the work of the Owner and Others, the Construction Manager shall (a) proceed with the Work in a manner which does not hinder, delay or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective; (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate the Construction Manager's construction and operations with theirs as required by this subsection.



3.3.8.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Construction Manager shall give the Owner prompt, written notification of any defects the Construction Manager discovers in their work which will prevent the proper execution of the Work. The Construction Manager's obligations in this subsection do not create a responsibility for the work of Others, but are for the purpose of facilitating the Work. If the Construction Manager does not notify the Owner of patent defects interfering with the performance of the Work, the Construction Manager acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly issue a change order informing the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.3.9 CUTTING, FITTING AND PATCHING

3.3.9.1 The Construction Manager shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.3.9.2 Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.3.10 CLEANING UP The Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.3.11 ACCESS TO WORK The Construction Manager shall facilitate the access of the Owner, its Design Professional and Others to Work in progress.

3.3.12 MATERIALS FURNISHED BY THE OWNER OR OTHERS In the event the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Construction Manager to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.3.13 TESTS AND INSPECTIONS

3.3.13.1 The Construction Manager shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Construction Manager shall give proper notice to all required Parties of such tests, approvals and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. The Owner shall bear all expenses associated with tests, inspections and approvals required by the Contract Documents except as provided in subsection 3.3.13.3, and which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or



entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval or inspection shall be secured by the Construction Manager and promptly delivered to the Owner.

3.3.13.2 If the Owner or appropriate authorities determine that tests, inspections or approvals in addition to those required by the Contract Documents will be necessary, the Construction Manager shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections or approvals are at the Owner's expense except as provided in subsection 3.3.13.3.

3.3.13.3 If the procedures described in subsections 3.3.13.1 and 3.3.13.2 indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the Construction Manager, the Construction Manager shall be responsible for the costs of correction and retesting.

3.4 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.5 WARRANTY

3.5.1 The Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Construction Manager's warranty pursuant to this section shall commence on the Date of Substantial Completion.

3.5.2 With respect to any portion of Work first performed after Substantial Completion, the Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.5.3 The Construction Manager shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached exhibit to this Agreement. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in section 3.6. After that period Construction Manager shall assign them to the Owner and provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers.

3.5.4 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.6 CORRECTION OF WORK WITHIN ONE YEAR



3.6.1 If prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any Defective Work is found, the Owner shall promptly notify the Construction Manager in writing. Unless the Owner provides written acceptance of the condition, the Construction Manager shall promptly correct the Defective Work. If within the one-year correction period the Owner discovers and does not promptly notify the Construction Manager or give the Construction Manager an opportunity to test or correct Defective Work as reasonably requested by the Construction Manager, the Owner waives the Construction Manager's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.6.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Construction Manager.

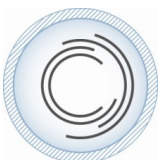
3.6.3 If the Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner, the Owner may correct it in accordance with the Owner's right to carry out the Work in section 10.2.

3.6.4 If after the one-year correction period but before the applicable limitation period the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Construction Manager. If the Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner. The Construction Manager shall complete the correction of Work within a mutually agreed time frame. If the Construction Manager does not elect to correct the Work the Owner may have the Work corrected by itself or Others and charge the Construction Manager for the reasonable cost of the correction. Owner shall provide Construction Manager with an accounting of correction costs it incurs.

3.6.5 If the Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed construction, the Construction Manager shall be responsible for the cost of correcting the destroyed or damaged construction.

3.6.6 The one-year period for correction of Defective Work does not affect a limitation period with respect to the enforcement of the Construction Manager's other obligations under the Contract Documents.

3.6.7 Prior to final payment, at the Owner's option and with the Construction Manager's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction.



3.7 SAFETY OF PERSONS AND PROPERTY

3.7.1 SAFETY PRECAUTIONS AND PROGRAMS The Construction Manager shall have overall responsibility for safety precautions and programs in the performance of the Work. While this section establishes the responsibility for safety between the Owner and Construction Manager, it does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

3.7.2 The Construction Manager shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.7.2.1 its employees and other persons at the Worksite;

3.7.2.2 materials and equipment stored at on-site or off-site locations for use in of the Work;
and

3.7.2.3 property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

3.7.3 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE The Construction Manager's Worksite Safety Representative is Chad Everts, who shall act as the Construction Manager's authorized safety representative with a duty to prevent accidents in accordance with subsection 3.7.2. If no individual is identified in this section, the authorized safety representative shall be the Construction Manager's Representative. The Construction Manager shall report immediately in writing all recordable accidents and injuries occurring at the Worksite. When the Construction Manager is required to file an accident report with a public authority, the Construction Manager shall furnish a copy of the report to the Owner.

3.7.4 The Construction Manager shall provide the Owner with copies of all notices required of Construction Manager by law or regulation. The Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.7.5 Damage or loss not insured under property insurance which may arise from the Work, to the extent of the negligence attributed to acts or omissions of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, shall be promptly remedied by the Construction Manager. With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss; or (b) accept the damage or loss.

3.7.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Construction Manager's safety program, may require, by change order, the Construction Manager to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Construction Manager does not adopt corrective measures, the Owner may perform them.

3.8 EMERGENCIES In an emergency affecting the safety of persons or property, the Construction Manager shall act in a reasonable manner to prevent personal injury or property damage of this Agreement.



3.9 HAZARDOUS MATERIALS

3.9.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or clean-up. The Construction Manager shall not be obligated to commence or continue work until any Hazardous Material discovered at the project Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.9.2 If after the commencement of the Work, Hazardous Material is discovered at the project Worksite, the Construction Manager shall be entitled to immediately stop Work in the affected area. The Construction Manager shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.9.3 The Construction Manager shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.9.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effects upon the Work. The Construction Manager shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.9.5 To the extent not caused by the negligent acts or omissions of the Construction Manager, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall indemnify and hold harmless the Construction Manager, its Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against all claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, to the extent permitted pursuant to section 11.1, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.9.6 MATERIALS BROUGHT TO THE WORKSITE

3.9.6.1 Safety Data Sheets (SDS) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Construction Manager, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Construction Manager and made available to the Owner, Subcontractors and Others.

3.9.6.2 The Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.9.6.3 To the extent caused by the negligent acts or omissions of the Construction Manager, its agents, officers, directors and employees, the Construction Manager shall indemnify and hold harmless the Owner, its agents, officers, directors and employees from and against claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute



resolution, arising out of or relating to the delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents.

3.9.6.4 The terms of this section shall survive the completion of the Work or any termination of this Agreement.

3.10 CONCEALED OR UNKNOWN WORKSITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner. Owner shall investigate and then issue a change order specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. The Construction Manager shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties.

3.11 PERMITS AND TAXES

3.11.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to section 4.4, shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses and renewals required under this Agreement.

3.11.2 Construction Manager shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the Construction Manager.

3.11.3 If in accordance with the Owner's direction, the Construction Manager claims an exemption for taxes, the Owner shall indemnify and hold the Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Construction Manager as a result of any such action.

3.12 CONFIDENTIALITY The Construction Manager shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Construction Manager or which the Construction Manager may acquire in connection with the Work. The Owner shall treat as confidential information all of the Construction Manager's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Construction Manager shall each specify those items to be treated as confidential and shall mark them as "Confidential."



ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Work.

4.2 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of the Construction Manager, the Owner shall provide the Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Construction Manager's commencing or continuing the Work. The Construction Manager shall be notified prior to any material change in Project financing.

4.3 WORKSITE INFORMATION Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager is entitled to rely on Worksite information furnished by the Owner pursuant to this section. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations;

4.3.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

4.3.3 any other information or services requested in writing by the Construction Manager which is relevant to the Construction Manager's performance of the Work and under the Owner's control. The information required by this section shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Construction Manager in laying out the Work.

4.4 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of the Construction Manager pursuant to subsection 3.11.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.



4.5 Not Used

4.6 Not Used

4.7 OWNER'S REPRESENTATIVE The Owner's authorized representative is Todd Knepper. The representative shall be fully acquainted with the Project, and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall immediately notify the Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Construction Manager and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 SEQUENCE OF THE WORK

4.10.1 The Owner may determine the sequence in which the Work is performed, provided it does not unreasonably interfere with the Construction Manager's Work. The Owner may require the Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others.

4.10.2 The Owner, for any reason, may require the Construction Manager at any time to perform any portion of the Work on an overtime basis or may require the Construction Manager not to perform any portion of the Work on an overtime basis. If the Owner requires overtime Work, the overtime portion will be considered a Cost of the Work.

4.11 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss, (b) accept the damage or loss, or (c) issue a change order to remedy the damage or loss.



ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 As soon after the execution of the Agreement as possible the Construction Manager shall provide the Owner, and if directed, the Design Professional with a written list of the proposed Subcontractors and significant Material Suppliers. If the Owner has a reasonable objection to any proposed Subcontractor or Material Supplier, the Owner shall notify the Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If the Owner has reasonably and promptly objected as provided in subsection 5.2.1, the Construction Manager shall not contract with the proposed Subcontractor or Material Supplier, and the Construction Manager shall propose another acceptable to the Owner.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Construction Manager agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors and Material Suppliers portions of the Work.

5.4 Not Used

5.5 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.5.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Construction Manager to the Owner, subject to the prior rights of any surety, provided that:

5.5.1.1 this Agreement is terminated by the Owner pursuant to sections 10.3 or 10.4; and

5.5.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Construction Manager in writing, and assumes all rights and obligations of the Construction Manager pursuant to each subcontract agreement.

5.5.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 COMPENSATION

6.1 The Owner shall compensate the Construction Manager for Work performed on the following basis:

6.1.1 the Cost of the Work as allowed in ARTICLE 7; and

6.1.2 the Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in section 6.4.

6.2 Payment for Work performed shall be as set forth in ARTICLE 8.

6.3 CONSTRUCTION MANAGER'S FEE The Construction Manager's Fee shall be four percent (4%) of the total construction cost, subject to adjustment as provided in section 6.4.



6.4 ADJUSTMENT IN THE CONSTRUCTION MANAGER'S FEE Adjustment in the Construction Manager's Fee shall be made as follows:

6.4.1 For changes in the work, Construction Manager's Fee shall be adjusted by ten percent (10%) of the total change order; and

6.4.2 if the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Construction Manager shall be paid an additional fee in the same proportion that the Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

6.5 PRECONSTRUCTION SERVICES COMPENSATION The Construction Manager shall be compensated for Preconstruction services, as set forth in sections 3.2 and 3.3, as follows: N/A (State whether a stipulated sum, actual cost, or other basis. If a stipulated sum, state what portion of the sum shall be payable each month).

ARTICLE 7 COST OF THE WORK

7.1 The Owner agrees to pay the Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to the Construction Manager's Fee stipulated in section 6.3.

7.2 COST ITEMS The Cost of the Work includes:

7.2.1 Charges for labor in the direct employ of the Construction Manager in the performance of the Work.

7.2.2 Charges at Standard Billing Rates of the Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

- Project Construction Manager
- Project Site Manager
- Project Scheduler/Estimator
- Project Coordinator/Accountant
- Project Administration

7.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy, insofar as such costs are paid to employees of the Construction Manager who are included in the Cost of the Work under subsections 7.2.1 and 7.2.2

7.2.4 Reasonable transportation, travel, hotel and moving expenses of the Construction Manager's personnel incurred in connection with the Work.

7.2.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage and handling.

7.2.6 Payments made by the Construction Manager to Subcontractors for work performed under this Agreement.



7.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Construction Manager.

7.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Construction Manager or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Construction Manager or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

7.2.9 Cost of the premiums for all insurance and surety bonds which the Construction Manager is required to procure or deems necessary, and approved by the Owner, including any additional premium incurred as a result of any increase in the estimated Cost of the Work.

7.2.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Construction Manager is liable.

7.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Construction Manager is not responsible as set forth in section 9.4, and deposits lost for causes other than the Construction Manager's negligence.

7.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the construction and for a period of one year following the date of Substantial Completion of the Work, provided that such corrective work did not arise from the negligence of the Construction Manager.

7.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

7.2.14 All costs associated with demobilizing and remobilizing the field office and the Construction Manager's workforce, including Subcontractor workforces, as a result of a suspension of the Work by the Owner.

7.2.15 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.



7.2.16 All water, power and fuel costs necessary for the Work.

7.2.17 Cost of removal of all nonhazardous substances, debris and waste materials.

7.2.18 Costs incurred due to an emergency affecting the safety of persons or property.

7.2.19 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably and properly resulting from the Construction Manager's performance of the Work.

7.2.20 Additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of this Agreement.

7.2.21 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Construction Manager's Fee as set forth in ARTICLE 6, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

7.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 8 PAYMENT

8.1 PROGRESS PAYMENTS

8.1.1 APPLICATIONS The Construction Manager shall submit to the Owner and, if directed, its Design Professional, a monthly application for payment no later than the first (1st) Day of the calendar month for the work completed through the 20th. The application for payment shall consist of the Cost of the Work, including the cost of material suitably stored on the Worksite or at other locations approved by the Owner, along with a proportionate share of the Construction Manager's Fee. Approval of payment applications for such stored materials stored off-site shall be conditioned upon submission by the Construction Manager of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest, including transportation to the Worksite. Prior to submission of the next application for payment, the Construction Manager shall furnish to the Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between the Owner and the Construction Manager.

8.1.2 Within ten (10) business Days after receipt of each monthly application for payment, the Owner shall give written notice to the Construction Manager of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) business Days after accepting such application, the Owner shall pay directly to the Construction Manager the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Construction Manager cannot agree on a revised amount then, within fifteen (15) business Days after its initial rejection in part of such application, the Owner shall pay directly to the Construction Manager the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.



8.1.3 LIEN WAIVERS AND LIENS

8.1.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If requested by the Owner, as a prerequisite for payment, the Construction Manager shall provide partial lien and claim waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall the Construction Manager be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

8.1.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, the Construction Manager shall, within thirty (30) Days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If the Construction Manager fails to take such action on a lien, the Owner may cause the lien to be removed at the Construction Manager's expense, including bond costs and reasonable attorneys' fees. This section shall not apply if there is a dispute pursuant to ARTICLE 11 relating to the subject matter of the lien.

8.2 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Construction Manager is responsible under the Agreement:

8.2.1 the Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

8.2.2 loss or damage arising out of or relating to this Agreement and caused by Construction Manager to the Owner or Others to whom the Owner may be liable;

8.2.3 the Construction Manager's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner.

8.2.4 third-party claims involving the Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Construction Manager furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established. No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

8.3 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

8.4 PAYMENT DELAY If for any reason not the fault of the Construction Manager the Construction Manager does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Construction Manager, upon giving seven (7) Days written notice to the Owner,



and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Construction Manager has been received, including interest from the date when payment was due in accordance with section 8.8.

8.5 SUBSTANTIAL COMPLETION

8.5.1 The Construction Manager shall notify the Owner and, if directed, its Design Professional when it considers that Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Work by the Construction Manager. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Design Professional shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Work or designated portion for its intended use. The Construction Manager shall promptly complete all items on the list.

8.5.2 When Substantial Completion of the Work or a designated portion is achieved, the Construction Manager shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and the respective responsibilities of the Owner and Construction Manager for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. In the absence of a clear delineation of responsibilities, the Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance and damages to the Work. The Certificate of Substantial Completion shall be submitted by the Construction Manager to the Owner, and, if directed, to its Design Professional, for the Owner's written acceptance of responsibilities assigned in the Certificate.

8.5.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

8.6 PARTIAL OCCUPANCY OR USE

8.6.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Owner shall not unreasonably refuse to accept partial occupancy.

8.7 FINAL COMPLETION AND FINAL PAYMENT

8.7.1 Upon notification from the Construction Manager that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.



8.7.2 When the Work is complete, the Construction Manager shall prepare for the Owner's acceptance a final application for payment stating that to the best of the Construction Manager's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

8.7.3 Final payment shall be made to the Construction Manager within twenty (20) Days after the Construction Manager has submitted an application for final payment, including submissions required under subsection 8.7.4, and a Certificate of Final Completion has been executed by the Owner and Construction Manager.

8.7.4 Final payment shall be due on the Construction Manager's submission of the following to the Owner:

8.7.4.1 an affidavit declaring any indebtedness connected with the Work, e.g., payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

8.7.4.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

8.7.4.3 release of any liens, conditioned on final payment being received;

8.7.4.4 consent of any surety; and

8.7.4.5 any outstanding known and unreported accidents or injuries experienced by the Construction Manager or its Subcontractors at the Worksite.

8.7.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the estimated Cost of the Work for Work not fully completed and accepted is less than the retained amount prior to payment, the Construction Manager shall submit to the Owner, and if directed, to the Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by section 8.7.

8.7.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties and Defective Work.

8.7.7 ACCEPTANCE OF FINAL PAYMENT Unless the Construction Manager provides written identification of unsettled claims known to the Construction Manager at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

8.8 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate prevailing at the place of the Project.



ARTICLE 9 INDEMNITY, INSURANCE, AND WAIVERS

9.1 INDEMNITY

9.1.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees, the Design Professional and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under subsection 9.3.5, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for under subsection 9.1.2.

9.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, its officers, directors, members, consultants, agents and employees, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under subsection 9.3.5, including reasonable attorneys' fees, costs and expenses that may arise from the performance of work by Owner, Design Professional or Others, but only to the extent caused by the negligent acts or omissions of the Owner, Design Professional or Others. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for under subsection 9.1.1.

9.2 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES The Owner and the Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, the services of employees, or loss of reputation. The Construction Manager agrees to waive damages including but not limited to the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity or loss of reputation. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

9.3 INSURANCE

9.3.1 The Construction Manager shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Construction Manager or the Owner.

9.3.2 Prior to the start of Work, the Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. If requested, the Construction Manager shall provide the Owner with certificates of the insurance coverages required. The Construction Manager's Employers Liability, Business Automobile Liability, and Commercial General Liability policies, as required in this subsection, shall be written with at least the following limits of liability:



9.3.2.1 Employers' Liability

- a. \$1,000,000 Bodily Injury by Accident Each Accident
- b. \$1,000,000 Bodily Injury by Disease Policy Limit
- c. \$1,000,000 Bodily Injury by Disease Each Employee

9.3.2.2 Business Automobile Liability Insurance

- a. \$1,000,000 Each Accident

9.3.2.3 Commercial General Liability Insurance

- a. \$1,000,000 Each Occurrence
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products/Completed Operations Aggregate
- d. \$1,000,000 Personal and Advertising Injury Limit

9.3.3 Employers' Liability, Business Automobile Liability and Commercial General Liability coverages required under subsection 9.3.2 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

9.3.4 To the extent commercially available to the Construction Manager from its current insurance company, insurance policies required under subsection 9.3.2 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Construction Manager shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 9.3.2 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

9.3.5 PROPERTY INSURANCE Before the start of Work, the Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. The cost of this insurance shall be a Cost of the Work. This insurance shall also name the Owner, Construction Manager, Subcontractors and Sub-subcontractors as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing if applicable, collapse however caused, and damage resulting from defective design, workmanship or material, and material and equipment stored offsite, onsite, or in transit. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Owner, Construction Manager, Subcontractors, Sub-subcontractors and Material Suppliers. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection.



Prior to commencement of the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

9.3.6 If the Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Construction Manager and the Design Professional before the Work is commenced. The Owner shall then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. In such case, the cost of this insurance shall not be a Cost of the Work. The Owner shall be responsible for all of Construction Manager's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

9.3.6.1 If the Owner does not obtain insurance to cover the risk of physical loss resulting from Terrorism, the Owner shall give written notice to the Construction Manager before the Work is commenced. The Construction Manager may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors against such risk of loss, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner as a Cost of the Work and memorialized in a change order.

9.3.7 Owner and Construction Manager waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors and the Design Professional for damages caused by risks covered by the property insurance provided under subsection 9.3.5, except such rights as they may have to the proceeds of the insurance and such rights as the Construction Manager may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 9.3.5.

9.3.8 To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in subsection 9.3.2, the Construction Manager shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of the Construction Manager, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

9.3.9 The policies shall also be endorsed to state that the carrier waives any right of subrogation against the Construction Manager, the Design Professional, Subcontractors, Material Suppliers or Sub-subcontractors.

9.3.10 OWNER'S INSURANCE The Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions.

9.4 ADDITIONAL LIABILITY COVERAGE

9.4.1 GENERAL LIABILITY COVERAGE Construction Manager shall purchase and maintain liability coverage, primary to Owner's coverage under subsection 9.3.10. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and



advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

9.4.2 If required by subsection 9.4.1 the additional liability coverage required of the Construction Manager shall be:

1. Additional Insured. Owner shall be named as an additional insured on Construction Manager's Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's Work for Owner at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be a Cost of the Work. Prior to commencement of the Work, Construction Manager shall obtain and furnish to the Owner a certificate evidencing that the additional liability coverages have been procured.

9.4.3 Not Used

9.4.4 Not Used

9.5 ROYALTIES, PATENTS AND COPYRIGHTS The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner or Design Professional.

9.6 BONDS Performance and Payment Bonds are/ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the estimated Cost of the Work. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the estimated Cost of the Work and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 10 SUSPENSION, NOTICE TO CURE AND TERMINATION OF AGREEMENT

10.1 SUSPENSION BY OWNER FOR CONVENIENCE

10.1.1 OWNER SUSPENSION Should the Owner order the Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for such period of time as may be determined to be appropriate for the convenience of the Owner and not due to any act or omission of the Construction Manager or any person or entity for whose acts or omissions the Construction Manager may be liable, then the Construction Manager shall immediately suspend, delay or interrupt that portion of the Work as ordered by the Owner.



10.1.2 Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

10.2 NOTICE TO CURE A DEFAULT If the Construction Manager refuses or persistently fails to supply enough properly skilled workers, proper materials, or equipment, or fails to make prompt payment to its workers, subcontractors or Material Suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement the Construction Manager may be deemed in default. If the Construction Manager fails within seven (7) Days after receipt of written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Construction Manager a second notice to correct the default within a three (3) Day period. If the Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may:

10.2.1 supply workers and materials, equipment and other facilities as the Owner deems necessary for the satisfactory correction of the default;

10.2.2 contract with Others to perform such part of the Work as the Owner determines shall provide the most expeditious correction of the default;

10.2.3 withhold payment due the Construction Manager in accordance with section 8.2; and

10.2.4 in the event of an emergency affecting the safety of persons or property, immediately commence and continue satisfactory correction of such default as provided in subsections 10.2.1 and 10.2.2 without first giving written notice to the Construction Manager, but shall give prompt written notice of such action to the Construction Manager following commencement of the action.

10.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

10.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 10.2, the Construction Manager fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Construction Manager that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action..

10.3.2 USE OF CONSTRUCTION MANAGER'S MATERIALS, SUPPLIES AND EQUIPMENT If the Owner or Others perform Work under this section, the Owner shall have the right to take and use any materials and supplies for which the Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies or equipment not consumed or incorporated in the Work shall be returned to the Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

10.3.3 If the Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.



10.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice the Construction Manager for all amounts due pursuant to section 10.2 and 10.3.

10.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Construction Manager was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in 10.4

10.4 TERMINATION BY OWNER FOR CONVENIENCE

10.4.1 Upon written notice to the Construction Manager, the Owner may, without cause, terminate this Agreement. The Construction Manager shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

10.4.2 If the Owner terminates this Agreement pursuant to this section, the Construction Manager shall be paid:

10.4.2.1 for the Work performed to date including overhead and profit; and

10.4.2.2 for all demobilization costs and costs incurred as a result of the termination but not including overhead or profit on work not performed;

10.4.2.3 reasonable attorney's fees and costs related to the termination; and

10.4.2.4 a premium equal to 25% of the remaining Construction Manager's Fee as set forth in section 6.3.

10.4.3 If the Owner terminates this Agreement pursuant to sections 10.3 or 10.4, the Construction Manager shall:

10.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of the Construction Manager to all materials, supplies and equipment for which payment has or will be made in accordance with the Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Contract Documents;

10.4.3.2 exert reasonable efforts to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;

10.4.3.3 cancel any subcontracts, orders and commitments as the Owner directs; and

10.4.3.4 sell at prices approved by the Owner any materials and supplies as the Owner directs, with all proceeds paid or credited to the Owner.

10.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE



10.5.1 Upon seven (7) Days written notice to the Owner, the Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Construction Manager for any of the following reasons:

10.5.1.1 under court order or order of other governmental authorities having jurisdiction;

10.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

10.5.1.3 suspension by Owner for convenience pursuant to section 10.1.

10.5.2 In addition, upon seven (7) Days written notice to the Owner, the Construction Manager may terminate the Agreement if the Owner:

10.5.2.1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with section 4.2, or

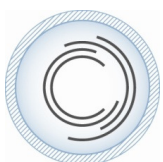
10.5.2.2 assigns this Agreement over the Construction Manager's reasonable objection, or

10.5.2.3 fails to pay the Construction Manager in accordance with this Agreement and the Construction Manager has complied with section 8.5, or

10.5.2.4 otherwise materially breaches this Agreement.

10.5.3 Upon termination by the Construction Manager in accordance with section 10.5, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus the premium as set forth in subsection 10.4.2.

10.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to this article, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.



ARTICLE 11 DISPUTE RESOLUTION

11.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Construction Manager shall continue the Work during any dispute resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

11.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected herein.

11.3 Not used..

11.4 Not used..

11.5 LITIGATION If the matter is unresolved through direct discussions, the matter shall be resolved through litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

11.5.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

11.5.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

11.5.3 Neither Party may commence alternative dispute resolution if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for alternative dispute resolution by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to alternative dispute resolution proceedings, the proceeding shall be deemed commenced as of the date the court action was filed.

11.5.4 An award entered in an arbitration proceeding pursuant to 11.5.3 shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

11.6 MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

11.7 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Construction Manager which the Construction Manager may have under lien laws.



ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT Neither the Owner nor the Construction Manager shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Construction Manager than this Agreement. In the event of such assignment, the Construction Manager shall execute any consents reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

12.2 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

12.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.4 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

12.5 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of sections or the use of headings be construed to limit or alter the meaning of any provisions.

12.6 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

12.7 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

12.8 OTHER PROVISIONS

ARTICLE 13 CONTRACT DOCUMENTS

13.1 The Contract Documents in existence at the time of execution of this Agreement are as follows:

- 13.1.1 Exhibit A: Construction Management Scope of Services
- 13.1.2 Exhibit B: Insurance Documentation (To be added at a later date)
- 13.1.3 Exhibit C: Estimated Cost of the Work (To be added at a later date)
- 13.1.4 Exhibit D: Proposed Project Schedule (To be added at a later date)
- 13.1.5 Exhibit E: Construction Bond (To be added at a later date)



13.2 INTERPRETATION OF CONTRACT DOCUMENTS

13.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Construction Manager shall perform the Work as though fully described on both consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

13.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Construction Manager shall immediately submit the matter to the Owner, and if directed, to its Design Professional for clarification. The Owner's clarifications are final and binding on all Parties.

13.2.3 Where figures are given, they shall be preferred to scaled dimensions.

13.2.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in this Agreement, shall be interpreted in accordance with their well-known meanings.

13.2.5 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) change orders and written amendments to this Agreement; (b) the Agreement, including any exhibits identified in 13.1; (c) subject to subsection 13.2.2 the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to section 4.3; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.



This Agreement is entered into as of the date entered in ARTICLE 1.

ATTEST: _____

OWNER: City of Jackson, Michigan

BY: _____

PRINT NAME:

PRINT TITLE:

ATTEST: Sandra L. Ross _____

CONSTRUCTION MANAGER: Fishbeck

BY: K.D.M. _____

Kent D. Moeggenborg – Vice President/Construction Department Director

END OF DOCUMENT.



Exhibit

A

City of Jackson, Michigan**Wastewater Treatment Plant Digester Improvements****Project No. 221867****Construction Management Scope of Services**

Fishbeck Construction Management will provide the following scope of services for the City of Jackson Wastewater Treatment Plant Digester Improvements project.

1. Advertise for trade contractors to bid the project.
2. Write Bid Package descriptions to clarify all work scopes amongst the contractors.
3. Develop the Construction Schedule.
4. Conduct an onsite Pre-Bid Meeting/walk through to allow bidding trade contractors to familiarize themselves with project conditions and ask any questions that they may have.
5. Accept bids from trade contractors. Copies of all bids will be shared with the Owner.
6. Complete Post Bid interviews with the apparent low bidders to confirm that bids are complete. The Owner is welcome to attend those interviews.
7. Assemble the Total Project Cost for Owner review.
8. Write contracts to all confirmed successful bidders.
9. Collect Certificates of Insurance from all confirmed successful bidders.
10. Collect and review all required shop drawings from trade contractors and suppliers.
11. Conduct Pre-construction/Kickoff meeting with trade contractors and Owner.
12. Provide a full-time Project Superintendent on the project.
13. Coordinate all trade contractors to meet the project schedule and enforce job site safety.
14. Update project schedule bi-weekly and review at Progress meetings.
15. Conduct bi-weekly Progress Meetings with all trade contractors and the Owner to review the completed work as well as upcoming expectations. Publish and send out Meeting Minutes to all parties.
16. Submit monthly Applications for Payment to the Owner.
17. Collect Waivers of Lien from paid trade contractors.
18. Document “as built” information for any field changes made to the project.
19. Collect all required Close Out documents. Organize and turn over to the Owner.
20. Oversee all system start-ups and Owner training.

Exhibit

B

To be determined at a later date and added as a contract amendment.

Exhibit

C

To be determined at a later date and added as a contract amendment.

Exhibit

D

To be determined at a later date and added as a contract amendment.

Exhibit

E

To be determined at a later date and added as a contract amendment.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Contract Award for Morrell St Engineering**

Recommendation:

Approve the award for the Morrell Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$442,488.50, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Troy White, City Engineer regarding the subject contract award.

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

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve the award for the Morrell Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$442,488.50, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

On February 20, 2026 qualification documents and proposals were received from six consultants by the Purchasing Coordinator for preliminary (design) and construction engineering services for a project on Morrell Street that will include:

- full-depth pavement reconstruction
- water main replacement
- traffic signal replacement at Fourth and at First

DESCRIBE THE CONSEQUENCES

A federal surface transportation improvement program grant has been secured to fund, in large part, the pavement reconstruction and traffic signal replacement portions of contract construction costs. The water main replacement portion will be paid for with city water funds.

If this professional services contract is not awarded, the design and construction engineering services will not proceed. As a result, the federal grant funds will not be obligated and the project will not be constructed.

The following is a list of firms that submitted proposals and their resulting ratings and ranks as determined by the review team. The Engineer's estimate for this project was \$601,000.

Firm Name	Qualification Rating (100 max)	Cost	Total Rating (110 max)	Hours	Cost per Hour
Colliers Engineering & Design, Lansing	67	\$ 649,733.40	73	2,836	\$ 229.10
Fishbeck, Grand Rapids	72	\$ 684,649.23	75	4,161	\$ 164.54
Hubble, Roth & Clark, Inc., Bloomfield Hills	88	\$ 442,488.50	91	2,894	\$ 152.90
Rowe Professional Services Company, Flint	88	\$ 580,213.68	97	3,228	\$ 179.74
Spaulding DeDecker, Rochester Hills	86	\$ 515,789.00	93	3,334	\$ 154.71
Spicer Group, Inc., East Lansing	66	\$ 565,014.05	75	2,637	\$ 214.26

As shown above, Hubble, Roth & Clark (HRC) and Rowe Professional Services Company (Rowe) were determined to be most qualified based on their written proposals. Because the scores are equal, the determining consideration for selection is cost. HRC's cost proposal is \$137,725 less than Rowe's cost proposal.

Although HRC’s cost proposal is significantly less than the average, the reduced cost is acceptable because:

- HRC has demonstrated on past projects a thorough understanding of projects of this nature
- And has a history of not submitting change order requests for work already within the scope of their contract.

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City’s infrastructure, including project scoping, contract development, and the letting and administration of projects related to the City’s water distribution system and street network.

SOLUTION

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. After consideration of the written proposals of each respondent and the costs and man-hours dedicated by the two firms deemed most qualified, Engineering recommends that the contract be awarded to Hubbell, Roth & Clark, Inc. (HRC). HRC earned the highest rating and was overall less costly than the second most-qualified bid.

The construction of this project will be completed using two separate contracts. The construction contract for the portion between Brown and Bowen and Fourth St signal will be completed in 2027. The construction contract for the portion between Bowen and West Avenue and First St signal will be completed in 2028.

FACILITATE IMPLEMENTATION

Approve the award for the Morrell Street Engineering contract to Hubble, Roth & Clark, Inc. of Jackson, Michigan in the amount of \$442,488.50, and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

TRW/kmm

**RFQP 26-002 MORRELL STREET ENGINEERING
PROPOSAL REVIEW SUMMARY
03-10-26**

EXPERIENCE	Weight	Respondent 1 Colliers		Respondent 2 Fishbeck		Respondent 3 HRC		Respondent 4 ROWE		Respondent 5 Spalding		Respondent 6 Spicer	
		Credit 0-0.5-1	Pnts Earned	Credit 0-0.5-1	Pnts Earned	Credit 0-0.5-1	Pnts Earned	Credit 0-0.5-1	Pnts Earned	Credit 0-0.5-1	Pnts Earned	Credit 0-0.5-1	Pnts Earned
PROJECT STAFF													
Project Manager	2.06	0.5	1.03	1	2.06	1	2.06	1	2.06	1	2.06	0.5	1.03
NEPA & Program Prep Coordinator	2.06	0	0.00	0	0.00	1	2.06	1	2.06	1	2.06	0	0.00
Design Engineer, street	2.06	1	2.06	1	2.06	1	2.06	1	2.06	0.5	1.03	1	2.06
Design Engineer, WM	2.06	0	0.00	1	2.06	1	2.06	1	2.06	1	2.06	0.5	1.03
Design Engineer, signals	2.06	1	2.06	1	2.06	0.5	1.03	1	2.06	1	2.06	0.5	1.03
Design Engineer, MOT	2.06	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06	0.5	1.03
Construction Engineer	2.06	1	2.06	1	2.06	1	2.06	0.5	1.03	1	2.06	1	2.06
Inspector	2.06	0.5	1.03	0.5	1.03	1	2.06	1	2.06	1	2.06	0.5	1.03
Construction Office Tech	2.06	0	0.00	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
FIRM EXPERIENCE - REPRESENTATIVE PROJECTS													
WM in urban environment	2.06	0	0.00	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
Antiquated WM and valve replacements	2.06	0	0.00	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
Streets in urban environment	2.06	0	0.00	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
STP LAP projects	2.06	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
Street recon projects	2.06	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
Traffic signal replacements	2.06	1	2.06	0	0.00	1	2.06	1	2.06	1	2.06	0	0.00
Projects with sidewalk ramp upgrades	2.06	0	0.00	1	2.06	1	2.06	1	2.06	1	2.06	1	2.06
EXPERIENCE TOTAL	33.00		16.00		28.00		32.00		32.00		32.00		24.00
UNDERSTANDING OF THE PROBLEM													
PE and CE required	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Project Limits	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Signals at First and Fourth	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Two phases = two contracts (FY27 & FY28)	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
WM, street & signals in combined contract	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Streets and signals federally funded thru N	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
WM locally funded	1.38	0	0.00	0	0.00	0	0.00	1	1.38	1	1.38	1	1.38
Scope = full depth pavt recon (no curb wor	1.38	0.5	0.69	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Scope = WM replacement	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Scope = traffic signal recon with mast arm:	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Scope = sign upgrades to current standard	1.38	0	0.00	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Scope = infill tree plantings	1.38	0	0.00	1	1.38	1	1.38	1	1.38	1	1.38	0	0.00
Scope = sidewalk ramp upgrades	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Scope = sidewalk repairs for ADA complian	1.38	1	1.38	0	0.00	1	1.38	1	1.38	1	1.38	1	1.38
LAP review	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Contracts to be let by MDOT	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
Soil borings	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38	1	1.38
JCDOT ROW permit for advanced warning	1.38	0	0.00	0	0.00	1	1.38	1	1.38	1	1.38	0	0.00
Lag time for mast arm delivery	1.38	1	1.38	0	0.00	0	0.00	0	0.00	0	0.00	1	1.38
Minimize removals to limit restoration	1.38	1	1.38	0	0.00	0	0.00	0	0.00	0	0.00	1	1.38
Schools need accomodation	1.38	1	1.38	0	0.00	1	1.38	0	0.00	1	1.38	0	0.00
UNDERSTANDING OF THE PROBLEM TOTAL	29.00		23.00		21.00		25.00		25.00		26.00		25.00
METHOD OF APPROACH													
MDOT standard specs	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
COJ SPs	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	0	0.00
Itemized engineer's estimates	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
COJ CAD standards	1.65	0	0.00	1	1.65	1	1.65	1	1.65	1	1.65	0	0.00
Topo field survey with utilities	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
NEPA submittal	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
MOT plan to detour traffic	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	0	0.00
Prelim submittals for interim COJ review	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
Full time inspection	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
AASHTOWare admin	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	0	0.00
Coordinate for City-provided testing	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	0	0.00
Prevailing wage review	1.65	1	1.65	0	0.00	1	1.65	1	1.65	1	1.65	0	0.00
EGLE permit for WM	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	0	0.00
Shop drawing and submittals review	1.65	1	1.65	0	0.00	1	1.65	1	1.65	1	1.65	0	0.00
Record drawing and service card prep	1.65	0	0.00	0	0.00	1	1.65	1	1.65	0	0.00	0	0.00
Steel fabrication inspection	1.65	1	1.65	0	0.00	1	1.65	1	1.65	0	0.00	1	1.65
Ramp upgrades prior to pavt removal	1.65	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Schedule thru LAP Guide	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
Submittals using ProjectWise	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65	1	1.65
Detailed project schedule	1.65	1	1.65	0	0.00	1	1.65	1	1.65	1	1.65	1	1.65
METHOD OF APPROACH TOTAL	33.00		28.00		23.00		31.00		31.00		28.00		17.00
ADDITIONAL INFORMATION													
ADDITIONAL INFORMATION TOTAL	5.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
SUBTOTAL	100		67		72		88		88		86		66
COST													
COST TOTAL	10.00	6	6.00	3	3.00	3	3.00	9	9.00	7	7.00	9	9.00
		\$649,733.40		\$684,649.23		\$442,488.50		\$580,213.68		\$515,789.00		\$565,014.05	
PROPOSAL TOTAL	110		73		75		91		97		93		75

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: **Resolution to establish a Right of Way Permit fee schedule**

Recommendation:

Approve a resolution to establish a fee schedule for right-of-way permits issued by the Engineering Department.

Attached is a memo from Troy White, City Engineer, regarding a resolution to establish a ROW permit fee schedule.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: March 10, 2026

RECOMMENDATION: Approve a resolution to establish a fee schedule for right-of-way permits issued by the Engineering Department.

ISSUE STATEMENT

Engineering, in accordance with Sections 23-321 and 23-81 of the Code of Ordinances, issues permits for work within City-controlled public right-of-ways and other public spaces. As the construction activities performed under these permits are for the benefit of the permit holders and/or their clients and not the public at large, it is appropriate that the costs for the administration of the right-of-way permit program be borne, in part, by the permit holders. Therefore, the attached permit fee schedule resolution is submitted to City Council for approval.

DESCRIBE THE CONSEQUENCES

Traditionally, no fee was charged for right-of-way permits because:

- the number of permits issued was few
- administration activities were performed by City staff exclusively
- Engineering did not have the means to accept payments

The costs can no longer be absorbed because, over time, the program has changed:

- the number of permits has increased due to increased construction and utility modernizations
- contract staff is used for field inspections
- administration of on-line permit management, while more efficient, comes with costs
- technology allows for on-line payments

OWNERSHIP

The purpose of the right-of-way permit program is to protect the City's interest in terms of safety and the protection of assets from damage or destruction.

- Permit holders are required to perform their work in accordance with standard safety and construction practices to ensure the public safety.
- Permit applicants are required to provide a current certificate of insurance that lists the City as additionally insured and, when appropriate, a bond to ensure that the costs for damage or incomplete work are not borne by the City.
- Work performed under these permits is tested and/or inspected to the level appropriate for each permit type.

SOLUTION

There are staff, contract and technology costs associated with the administration of the right-of-way permit program. The attached fee schedule will, in part, cover these costs.

FACILITATE IMPLEMENTATION

Approve a resolution to establish a fee schedule for right-of-way permits issued by the Engineering Department.

TRW/kmm

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Sections 23-31 and 23-81 of the City of Jackson Code of Ordinances charges the City Engineer with the responsibility of administering a permit program to regulate construction activities within City of Jackson controlled public right-of-ways and other public spaces;

WHEREAS, the permits issued by the City Engineer for work with public right-of-ways and other public spaces are commonly referred to as “Right-of-Way Permits” and/or “ROW permits”;

WHEREAS, as construction activities performed under said permits are for the benefit of the permit holder and/or their client(s), it is appropriate for the cost for administering said permits to be borne by the permit holder;

NOW, THEREFORE, BE IT RESOLVED that the nonrefundable rates for Right-of-Way permits are established as follows:

Permit Description	Fee
Dumpster, Residential (5 day max)	\$20
Sidewalk Repair, Four Flags or Less	\$25
Sidewalk Repair, More than Four Flags	\$75
Residential Drive Approach Replacement (No Curb Work)	\$75
Residential Drive Approach Replacement or New Install with Curb Work	\$150
Non-Residential Drive Approach Replacement or New Install	\$350
Oversize/Overweight Load per Trip	\$150
Excavation for Sewer or Water Service Installation or Repair	\$150
Partial or Full Right-of-Way Closure for Construction or Maintenance Activities, One to Five Days	\$150
Partial or Full Right-of-Way Closure for Construction or Maintenance Activities, More than Five Days	\$250
Earth Disturbance Activity by Utility Service Providers, Single Point Location	\$200
Aerial Utility Installation or Repair by Utility Service Provider, Linier (30K LF max per permit)	\$200
Underground Utility Installation or Repair by Utility Service Provider, Linier (10K LF max per permit)	\$500
Additional charge for commencing work without a permit	\$100
Any projects with descriptions not shown above will be placed into one of the fee schedule areas by the City of Jackson’s Permitting Agent.	

* * * *

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 10th day of March, 2026.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 10th day of March, 2026.

 Andrea Muray, City Clerk

JACKSON

Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 10, 2026

SUBJECT: Contract Award — 2026 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation

Recommendation:

Approve the 2026 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Contract in the amount of \$285,987.27 to Picture Perfect Lawn Care LLC, of Concord, Michigan.

In 2020, the City entered into a new contract with six (1)-year renewal options, each allowing for a three percent annual increase. This award represents the final year of that contract.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: March 10, 2026

RECOMMENDATION: Respectfully request approval of the 2026 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Contract for \$285,987.27 to Picture Perfect Lawn Care LLC, of Concord, Michigan.

ISSUE STATEMENT

The primary reason the City transitioned to a contracted mowing service was the rising cost of machinery, along with the expansion of City properties requiring mowing and irrigation services. Utilizing a contracted service has proven to be more affordable and efficient than purchasing and maintaining new equipment. Additionally, it has reduced overall equipment and staffing costs.

DESCRIBE THE CONSEQUENCES

If the City is unable to continue utilizing an experienced contractor, it would be necessary to purchase new equipment and hire additional employees to adequately service the 28 parks, trails, cemeteries, downtown areas, roundabouts, parking lots, and other municipal properties throughout the City.

OWNERSHIP

Ownership of this problem was demonstrated by proactively evaluating the City's mowing and irrigation needs, identifying the rising costs and operational challenges, and exploring alternatives to meet service demands efficiently. We analyzed the existing contract, projected future maintenance requirements, assessed the cost of in-house operations versus contracting, and developed a solution that balances quality, efficiency, and fiscal responsibility. By recommending the continuation of a contracted service, we are taking responsibility for ensuring City properties are maintained to high standards while managing resources effectively.

SOLUTION

Over the long term, we will continue to monitor property maintenance needs, contractor performance, and operational costs to ensure the City receives optimal service and value. We will also explore opportunities to integrate innovative landscaping practices, irrigation

technologies, and data-driven scheduling to improve efficiency, reduce costs, and maintain sustainable operations in the City's property portfolio.

FACILITATE IMPLEMENTATION

Approval of the 2026 Parks, Cemeteries, Downtown, and Trails Mowing and Irrigation Contract for \$285,987.27 to Picture Perfect Lawn Care LLC, of Concord, Michigan.

ATTACHMENTS

None

JACKSON

Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: March 10, 2026

SUBJECT: Budget Amendment/Programming Changes — JACKSONHOUSING24 State of Michigan Allocation Grant

Recommendation:

Approve budget and programming changes to the City of Jackson's JACKSONHOUSING24 State of Michigan Allocation Grant, authorize staff to administer grant funds in accordance with the approved budget amendment and scope of work changes, and authorize the City Manager to execute any/all documents related to these changes.

Approve budget and programming changes to the City of Jackson's JACKSONHOUSING24 State of Michigan Allocation Grant, authorize staff to administer grant funds in accordance with the approved budget amendment and scope of work changes, and authorize the City Manager to execute any/all documents related to these changes.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve budget and programming changes to the City of Jackson's JACKSONHOUSING24 State of Michigan Allocation Grant.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: March 10, 2026

RECOMMENDATION: Approve budget and programming changes to the City of Jackson's JACKSONHOUSING24 State of Michigan Allocation Grant, authorize staff to administer grant funds in accordance with the approved budget amendment and scope of work changes, and authorize the City Manager to execute any/all documents related to these changes.

ISSUE STATEMENT

The City of Jackson was awarded a State of Michigan Allocation Grant on October 1, 2023. This \$1,000,000 grant, awarded through the recommendation of State Senator Sue Shink, is designed to assist with various housing initiatives in the City of Jackson. The City is the assigned grant administrator, and is utilizing the help on two sub-recipients for the disbursement of grant funds:

Jackson Housing Commission: \$300,000
Residents in Action: \$300,000
City of Jackson: \$400,000 (program and grant administration expenses)

The Jackson Housing Commission has identified critical infrastructure issues related to elevator repairs and building maintenance, and they have requested an amendment to their previously-approved budget and scope of work to address these significant issues.

The City of Jackson's 100 Homes Program is providing down-payment assistance (\$25,000) to qualifying households. To date, 52 families have been approved for assistance, 34 homes have been completed and sold, and 18 homes are under construction. With above-average interest rates, rising inflation, stagnant wages, and increase construction costs, working families are struggling to afford a new home as part of this program despite the current down payment assistance. Additional down payment assistance is needed to provide enhanced financial supports to make these homes affordable for current and future Jackson residents.

DESCRIBE THE CONSEQUENCES

The City's State Allocation Grant has an expenditure deadline of September 30, 2026. The City

of Jackson ARPA dollars (current funding for the 100 Homes Program) have an expenditure deadline of December 31, 2026. With over 1,800 current applicants for the 100 Homes Program, there is a clear need for more affordable housing in the City of Jackson. The City has land, interested buyers, and the funds to support new construction and supports for current and future Jackson residents. A combination of current and additional down payment supports is needed to ensure new homes are built and occupied by the identified spending deadlines for these two grants.

The Jackson Housing Commission, under new leadership, is working hard to repair aging infrastructure and provide safe housing for Jackson citizens. A budget amendment is needed to ensure the JHC can best utilize these grant funds.

OWNERSHIP

The City of Jackson Community Development Department manages the State Allocation Grant, 100 Homes Program and all other housing-related programs and grants involving new construction, rehabilitation, and supports for qualifying households.

SOLUTION

The City’s Affordable Housing Development Board and City staff recommend a budget revision and amended scope of work for the City’s portion of the State Allocation Grant, JACKSONHOUSING24. This revision would provide layered down payment assistance at the following levels:

- Households earning 100-120% AMI: \$15,000 additional funding
 - Households earning 80-99% AMI: \$20,000 additional funding
 - Households earning 0-79% AMI: \$25,000 additional funding
- These funds, when layered with the already-in-place \$25,000 DPA for the 100 Homes Program, would provide up to \$50,000 in financial support for families interested in purchasing a new home as part of this program.

A further budget revision and amended scope of work is recommended for the Jackson Housing Commission’s portion of the State Allocation Grant, allowing the repair of a broken elevator and additional general building repairs.

FACILITATE IMPLEMENTATION

Approve budget and programming changes to the City of Jackson’s JACKSONHOUSING24 State of Michigan Allocation Grant, authorize staff to administer grant funds in accordance with the approved budget amendment and scope of work changes, and authorize the City Manager to execute any/all documents related to these changes.

ATTACHMENTS

1. Budget Amendment Request, February 2026
2. State Allocation Grant Memo, City of Jackson (2.26.26)

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

1. Grantee: City of Jackson		2. Project Title: Jackson Housing Commission Sub-Grant			
3. Project Cost Elements: Facilities Repairs and Replacements		4. Funding Sources: State Allocation Grant			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
CITY OF JACKSON					
Other:	Down Payment Assistance	\$ 300,000.00	\$ -	\$ -	
Other:	Total Grant Administration	\$ 100,000.00	\$ -	\$ -	\$ 400,000.00
RESIDENTS IN ACTION					
Other:	Project Management & Administration	\$ 40,000.00			
Other:	Homeless Programming & Operations	\$ 160,000.00			
Other:	Facilities and Property/Ground Management	\$ 60,000.00			
Other:	Indirect Staff/Contractual Services	\$ 40,000.00			\$ 300,000.00
JACKSON HOUSING COMMISSION					
Other:	Elevator repairs	\$ 192,688.00			
Other:	General building repairs	\$ 107,312.00			\$ 300,000.00
Total		\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00

MEMO

TO: Amber Covington, Michigan Department of Labor & Economic Opportunity

FROM: Cory Mays (City of Jackson)

R/E: Grant # JACKSONHOUSING24 Budget Revision & Scope of Work Changes

This memo is hereby submitted in conjunction with a budget revision request. The scope of work and budget for the Residents in Action funds remain unchanged. Revised budgets for the City of Jackson and the Jackson Housing Commission are included in the attachment, and a revised scope of work for each is included below.

City of Jackson

The City will construct new homes on vacant land currently owned by the City of Jackson. This infill-housing program will complement existing new home construction already happening in the City, and these homes will be sold to first responders only. Grant funds will be used to provide varied amounts of layered down payment assistance (DPA), depending on household income levels.

Households earning 100-120% AMI: \$15,000

Households earning 80-99% AMI: \$20,000

Households earning 0-79% AMI: \$25,000

Homes will be constructed on a full basement and will contain a minimum of 3 bedrooms and 1 ½ bathrooms, and will include a garage. State allocation grant funds will be layered with additional City DPA funds, to provide adequate financial assistance to alleviate income gaps and provide pathways to affordable home ownership. The City will also serve as the administrator for funds allocated to subrecipients RIA and JHC.

Jackson Housing Commission

JHC will utilize funds for general building repairs and elevator repairs, with funds covering projects at Reed Manor, Shahan-Blackstone, and/or Chalet Terrace. With aging building infrastructure, significant repairs are needed to upgrade the condition of critical components related to resident safety.

Respectfully Submitted,

Cory L. Mays
Grant Coordinator
(517) 768-6461 (office)
(517) 748-6518 (cell)
cmays@citofjackson.org

JACKSON

Founded 1829

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: March 10, 2026
SUBJECT: Pension Modifications — City of Jackson Police Department (POLC S & POLC NS)

Recommendation:

Approve the Letter of Agreement modifying pension benefits for members hired after July 1, 2012, who participate in the City's Act 345 retirement system.

The City and the Police Unions have reached a Letter of Agreement (LOA) modifying pension benefits for members hired after July 1, 2012, who participate in the City's Act 345 retirement system. The agreement strengthens the long-term financial stability of the pension system while maintaining competitive retirement benefits.

Police Officers Labor Council, Non-Supervisory Unit

Key Changes:

2.75% multiplier for the first 25 years of service (1.0% thereafter) for post-July 1, 2012 hires with a 75% pension cap

Maintains existing structures for pre-2012 hires.

Closure of MERS defined contribution payments upon enactment of the LOA.

Increased post-2012 employee pension contributions, including a temporary additional contribution (2026–2028) to accelerate the reduction of unfunded liabilities.

Fiscal Impact:

Post-2012 employees will contribute up to 14.5% during the temporary amortization period and 13% thereafter, representing increased employee cost sharing. Additional member contributions directly reduce the City's required pension funding and help pay down unfunded liabilities faster. The 2.75% multiplier (lower than earlier tiers) moderates future liability growth and improves long-term sustainability.

Police Officers Labor Council, Jackson Supervisory Unit

Key Changes:

Establishes a 2.75% multiplier for the first 25 years of service (1.0% thereafter) for employees hired on or after July 1, 2012, with a 75% pension cap.

Maintains existing structures for pre-2012 hires.

Ends City and employee contributions to the MERS defined contribution plan.
Increases employee contribution rates, including a temporary increase (2026–2028) to accelerate unfunded liability reduction.

Fiscal Impact:

Employees hired after July 1, 2012, will contribute up to 14.5%, and 13% ongoing, representing a 5.5% increase in employee cost sharing.

Temporary additional contributions (2026–2028) directly accelerate the reduction of unfunded actuarial liabilities.

The 2.75% multiplier for new hires moderates future liability growth compared to earlier tiers.

Collectively, these changes shift more retirement funding responsibility to employees, reduce long-term financial pressure on the City, and improve the pension system's sustainability.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Doria LaPorte, Human Resources Director
DATE: March 10, 2026

RECOMMENDATION: Personnel administration recommends Council approval of the LOA(s) to improve Act 345 pension stability, increase employee cost participation, and reduce long-term financial pressure on the City.

ISSUE STATEMENT

The City's pension system faces long-term stability challenges as costs and unfunded liabilities continue to grow. The goal is to ensure the system remains sustainable, predictable, and fair for both employees and taxpayers while maintaining competitive benefits and workforce stability.

DESCRIBE THE CONSEQUENCES

If these LOA's are not approved, pension costs will continue to rise because employee contributions will remain lower and unfunded liabilities will not be reduced as quickly. Without the updated benefit structure, the City would have to pay more from the General Fund each year. That means less money for staffing, equipment, and infrastructure. Over time, this could lead to service cuts, delayed improvements, or higher taxes and fees. Approving the LOA's helps control long-term costs, increases employee cost sharing, and reduces financial risk for the City and its residents.

OWNERSHIP

Over time, pension costs have changed due to economic shifts and updated assumptions. As those pressures became clearer, the City Manager and Union worked together to come up with a solution. Since pension costs affect both employees and the City's budget, it made sense to address them jointly. These LOA's show a shared effort to keep the system stable and sustainable in the long term.

SOLUTION

The immediate fix is to approve and implement the LOA's by increasing employee contributions to reduce unfunded liabilities more quickly, updating the benefit structure, and ending MERS defined contribution payments. Long term, the City will continue to monitor actuarial reports and funded status, review assumptions regularly, and work collaboratively with union leadership in

future negotiations to ensure benefits remain sustainable and unfunded liabilities do not grow again.

FACILITATE IMPLEMENTATION

Personnel administration recommends Council approval of the LOA(s) to improve Act 345 pension stability, increase employee cost participation, and reduce long-term financial pressure on the City.

ATTACHMENTS

1. signed LOA Full DB Pension POLC NS 2.25.2026
2. signed LOA Full DB Pension POLC S 2.25.2027

**LETTER OF AGREEMENT
BETWEEN THE CITY OF JACKSON, MICHIGAN
AND POLICE OFFICERS LABOR COUNCIL (POLC) NON-SUPERVISORY UNIT**

This Letter of Agreement ("LOA") is entered into this 25th day of February, 2026, by and between the City of Jackson ("City") and Police Officer Labor Council/Non-Supervisory Unit (POLC-NS) ("Union"), collectively ("Parties").

The undersigned parties agree and acknowledge the following:

The City and Union are parties to a collective bargaining agreement with a term of July 1, 2021, through June 30, 2026 ("CBA").

The City and Union wish to enter into this LOA for the purpose of changing the pension benefit plan design for members of the Union who were hired after July 1st, 2012, and are also members of the City of Jackson Policeman and Firemen Retirement System to a 2.75% benefit multiplier for all past and future employment service.

The City and the Union agree as follows:

1. Both parties agree that payments from the City and the members into the MERS defined contribution plan would cease upon the enactment of this LOA.
2. All disability benefit provisions for members will be as outlined in the current CBA, except that for members hired after July 1, 2012, any non-duty disability pension shall be calculated using a multiplier of 2.75% for the first 25 years of service and then 1.0% for years of service in excess of 25 years.

Pension contributions are as follows:

<u>Member Contribution Rates- (Ultimate Rates)-</u>	From January 1, 2029	Cont. Increase
Police Officers -Hired before 6/30/2012	12%	+0.00%
Police Command-Hired after 7/1/2012	13.00%	+5.50%
<u>Member Contribution Rates- (Temporary Rates)</u> (Temporary Additional Member Contribution (5 Year UAAL Amortization))	January 1, 2026 until December 31, 2028	Cont. Increase
Police Officers -Hired before 6/30/2012	13.5%	+0.00%
Police Officers-Hired after 7/1/2012	14.5%	+5.50%

3. The parties agree that Article 12, Pension. Section 12.3 Service Retiree Pension Calculation and

Section 12.8 Pension Multiplier and Employee Contribution for employees hired on or after July 1, 2012, on pages 26 and 27 of the CBA, and the January 1, 2024, Letter of Agreement regarding Pension and Service Requirements will be stricken from the CBA and replaced with the following language:

Section 12.3. Service Retiree Pension Calculation.

All employees eligible for an Act 345 retirement must satisfy the following years of service as a full time employee and age requirements to be eligible for the defined benefit pension:

Hire Date	Years of Service	Age	Multiplier first 25 years of Service	Multiplier for years of service after 25 years	Pension Cap	Annuity Withdrawal	Final Average Compensation
On or before December 31, 1998	25	Any	2.9%	1.0%	71%	<p>2.25% on contributions made on or before December 31, 2003</p> <p>8% on all contributions made on or after January 1, 2004</p> <p>Special Provision - anyone retiring in calendar years 2017, 2018, 2019, 2020, 2021 with a full service retirement will have their contributions discounted by 2.25% for all contributions</p>	<p>Final Average compensation shall be calculated based upon the average of the employees final 4 years of service</p> <p>Special Provision- Deleted to accommodate extra years in AW section</p>
After January 1, 1999 and before June 30, 2012	25	Any	2.9%	1.0%	70%	<p>5.5% on contributions made on or before December 31, 2003, and 8.25% on contributions made on or January 1, 2004</p>	<p>Final Average compensation shall be calculated based upon the average of the employees final 5 years of service</p>

After July 1, 2012 and before June 30, 2016	25	Any	2.75%	1%	75%	8.25% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service
After July 1, 2016	25	Any	2.75%	1%	75%	8.5% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service

All multipliers and pension caps shall be as provided for in the above chart. Member contributions shall be as provided for in paragraph 2 of this LOA.

4. This LOA shall apply to all current and future union members eligible for pension benefits at the time this LOA is made effective.

**Police Officers Labor Council,
Jackson Non-Supervisory Unit**



President

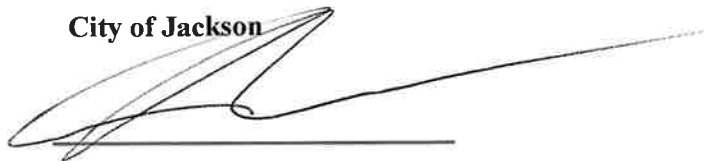
Date: 2/25/26



Vice President

Date: 2/25/2026

City of Jackson



City Manager

Date: 2/25/26

[Handwritten Signature]

Police Chief

Date: 2/26/26

**LETTER OF AGREEMENT
BETWEEN THE CITY OF JACKSON, MICHIGAN
AND POLICE OFFICERS LABOR COUNCIL (POLC) SUPERVISORY UNIT**

This Letter of Agreement ("LOA") is entered into this 25th day of February 2026, by and between the City of Jackson ("City") and Police Officer Labor Council/Supervisory Unit ("Union"), collectively ("Parties").

The undersigned parties agree and acknowledge the following:

The City and Union are parties to a collective bargaining agreement with a term of July 1, 2024, through June 30, 2027 ("CBA").

The City and Union wish to enter into this LOA for the purpose of changing the pension benefit plan design for members of the Union who were hired after July 1st 2012, and are also members of the City of Jackson Policeman and Firemen Retirement System to a 2.75% benefit multiplier for all past and future employment service.

The City and the Union agree as follows:

1. Both parties agree that payments from the City and the members into the MERS defined contribution plan would cease upon the enactment of this LOA.
2. All disability benefit provisions for members will be as outlined in the current CBA, except that for members hired after July 1, 2012, any non-duty disability pension shall be calculated using a multiplier of 2.75% for the first 25 years of service and then 1.0% for years of service in excess of 25 years.

Pension contributions are as follows:

<u>Member Contribution Rates- (Ultimate Rates)-</u>	From January 1, 2029	Cont. Increase
Police Command -Hired before 6/30/2012 & promoted before 3/1/2016	11.50%	+0.00%
Police Command-Hired before 6/30/2012 & promoted after 3/1/2016	15.00%	+0.00%
Police Command-Hired after 7/1/2012	13.00%	+5.50%
<u>Member Contribution Rates- (Temporary Rates)</u> (Temporary Additional Member Contribution (5 Year UAAL Amortization))	January 1, 2026 until December 31, 2028	Cont. Increase
Police Command -Hired before 6/30/2012 & promoted before 3/1/2016	13.0%	+0.00%

Police Command-Hired before 6/30/2012 & promoted after 3/1/2016	16.5%	+0.00%
Police Command-Hired after 7/1/2012	14.5%	+5.50%

3. The parties agree that Article 12, Pension Improvements Section 12.9 Pension Eligibility, Multiplier, and Member Contributions and Section 12.10 Full Service Retirement for employees hired on or after July 1, 2012, on pages 23 and 24 of the CBA, and the January 1, 2024, Letter of Agreement regarding Pension and Service Requirements will be stricken from the CBA and replaced with the following language:

Section 12.9: Pension Eligibility, Multiplier, and Member Contributions. Members of the bargaining unit who were hired before June 30, 2012, and retire as service retirees will be eligible for a pension benefit as follows:

Years of Service:

For those in the unit as of February 28, 2016 = 25 years of service at any age.

For those hired by the city before June 30, 2012 and promoted to the unit after March 1, 2016 = 25 years of service at any age.

For those hired by the city after July 1, 2012 and before June 30, 2016 = 25 years of service at any age.

For those hired after July 1, 2016 = 25 years of service at any age.

Multipliers:

Multiplier for the first 25 years of Service: Current bargaining unit members as of July 1, 2016, and employees who are promoted into the bargaining unit who have only a defined benefit plan shall continue in such plan. Such members who have only a defined benefit plan and who retire during the term of this agreement will have a 2.5% pension multiplier for service accrued through June 30, 2007; a 2.9% pension multiplier used for service on or after July 1, 2007.

Multiplier for all retirees under this section will be 1% for all years of service after 25 years.

Pension Cap:

For anyone hired by the city before June 30, 2012 and promoted into the unit before February 28, 2016=71%.

For those hired by the city before June 30, 2012 and promoted to the unit after March 1, 2016 = 70%.

Member contributions shall be as provided for in paragraph 2 of this LOA.

Section 12.10. Full Service Retirement for employees hired on or after July 1, 2012: All employees hired on or after July 1, 2012, shall be members of the defined benefit pension system (Act 345 Retirement System) and that payments from the City and the members into the MERS defined contribution plan would cease upon the enactment of this LOA.

Years of Service:

For those hired by the city on or after July 1, 2012 = 25 years of service at any age.

Multipliers:

Multiplier for the first 25 years of Service: Current bargaining unit members will have a 2.75% pension multiplier for the first 25 years of service.


Multiplier for all retirees under this section will be 1% for all years of service after 25 years.

Pension Cap:

For members hired by the city on or after July 1, 2012 and promoted to the unit = 75%.

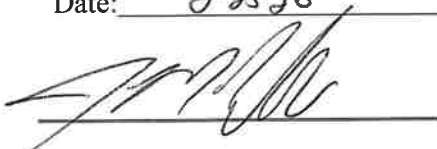
4. This LOA shall apply to all current and future union members eligible for pension benefits at the time this LOA is made effective.

**Police Officers Labor Council,
Jackson Supervisory Unit**



President

Date: 2-25-26



Vice President

Date: 2-25-26

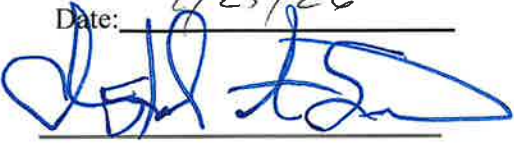
City of Jackson



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned above a horizontal line.

City Manager

Date: 2/25/26



A handwritten signature in blue ink, featuring a large initial 'P' followed by several loops and a long horizontal stroke, positioned above a horizontal line.

Police Chief

Date: 2/26/26