



AGENDA - CITY COUNCIL

Tuesday, May 19, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Third Ward Councilmember Angelita Gunn.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Minutes of the Regular Meeting of the Jackson City Council on 21 April 2026.

Approve the proposed minutes from the regular meeting of the Jackson City Council on 21 April 2026.

B. Minutes of the Budget Workshop on 5 May 2026

C. Reappointment to the Administrative Hearings Bureau

Approve the Mayor's recommendation to reappoint Fred Bishop as an

Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two-year term, beginning June 14, 2026 and ending on June 13, 2028.

D. Reappointment to the Environmental Commission

Approve the Mayor's recommendation to reappoint Kelli Kazmier to the Environmental Commission for a 3-year term, beginning May 30, 2026 and ending on May 29, 2029.

E. Appointment to the Planning Commission

Approve the Mayor's recommendation to appoint Kelli Kazmier to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2029.

F. Resignations from the Downtown Development Authority

Accept with regret, the resignations of Laura Janiak and Roberta Dalenberg from the Downtown Development Authority, effective immediately.

G.

City of Jackson, Michigan Financial Statements for the Nine Months Ended March 31, 2026

H. Special Event Application: Cruise-In & Concerts 2026

Approve a request from the Jackson Downtown Development Authority to host the 2026 Cruise-In & Concerts on 5/22/26, 6/26/26, 7/24/26, 8/28/26, and 9/25/26, in downtown Jackson.

I. Special Event Application: Sheriff Open House

Approve a request from the Jackson County Office of the Sheriff to host the Sheriff Open House on June 7, 2026, in downtown Jackson.

J. Special Event Application: St. John's Day Parade

Approve a request from the St. Nicholas Lodge #12 to host the St. John's Day Parade on June 28, 2026, in downtown Jackson.

K. Special Event Application: Family Fun Festival

Approve a request from the Home of New Vision to host the Family Fun Festival on July 25, 2026, in downtown Jackson.

- L. Special Event Application: Overdose Awareness Day Event

Approve a request from the Home of New Vision to host the Overdose Awareness Day Event on August 31, 2026, in downtown Jackson.

- M. Special Event Application: Paws in the Park

Approve a request from the Cascades Human Society to host Paws in the Park on May 30, 2026, in downtown Jackson.

9. OTHER BUSINESS.

- A. East Side Economic Development Update

10. NEW BUSINESS.

- A. Resolution — Charter Amendment making the Office of City Treasurer a City Council-appointed position

Adopt a Resolution approving a proposed Charter Amendment making the Office of City Treasurer a City Council-appointed position, as opposed to elected, and direct the City Attorney to submit the Resolution and proposed ballot language to the Office of Attorney General and Governor of the State of Michigan for approval for the November 3, 2026 general election.

- B. Resolution — Annual Budget for Fiscal Year 2026/2027

Adoption of the Annual Budget Resolution for Fiscal Year 2026/2027 and authorize the Mayor and City Clerk to sign the 2026 Tax Rate Request (form L-4029).

- C. Resolution(s) - Consumers Energy Standard Lighting Contract Changes

Approve the two resolutions for changes to the Standard Lighting Contract with Consumers Energy for the replacement of streetlights at 300 E. Addison and 738 E. Mansion and authorize the City Engineer and City Clerk to execute the appropriate documents.

- D. Resolution — Modification of the FY29 Transportation Improvement Plan (TIP)
Adopt a resolution of support for the modification of the FY29 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.
- E. Resolution — USDOT and MDOT Agreement
Approve a resolution to enter into an agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for street reconstruction on the East Side Commerce Corridor from Cooper Street to the east City Limits and authorize the Mayor and City Clerk to execute the appropriate documents.
- F. Resolution — City’s Right of First Refusal
Approve a Resolution to Exercise the City’s Right of First Refusal for 3 Parcels and Decline 50 Parcels under PA 123 of 1999
- G. Ordinance — First Reading of the Nonunion Wage Table Effective 7/1/2026
Approve the first reading and advance to the second reading/final adoption, an ordinance regulating nonunion pay for City of Jackson Employees to increase wages 3.0% effective July 1, 2026.
- H. Wastewater Service Agreement — Blackman, Rives, Spring Arbor, Napoleon, and Summit Townships, and the Southern Michigan State Prison.
Approve a Wastewater Treatment Service Agreement between the City of Jackson and the Townships of Blackman, Rives, Spring Arbor, Napoleon and Summit as well as the Southern Michigan State Prison according to the terms as negotiated and Appoint Councilperson Arlene Robinson and DPW Director Michael Osborn to the Sewer Advisory Board.
- I. Contract — Wastewater Digester Improvement Project Construction
Approve the Wastewater Digester Improvement Project Construction Contracts as presented in the amount of \$7,203,735.00 and amend the previously approved Construction Management Agreement with Fishbeck to include their General Conditions costs of \$997,500.00 and a 4% Construction Management cost of \$328,050.00 for a total project cost of \$9,590,952.00.
- J. Change Order No. 3 — Monroe Plumbing & Heating Co. Contract
Approval of Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.
- K. Change Order No. 1 — Water Treatment Plant Sanitary Sewer Lining

Contract

Approve Change Order 1 to the Water Treatment Plant Sanitary Sewer Lining contract with Inland Water Pollution Control, Inc. in the increased amount of \$55,437.40 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

- L. Amendment 3 — Fiscal Year 2023 DWSRF Construction Administration Services Professional Services Contract

Approval of Amendment 3 to the Fiscal Year 2023 DWSRF Construction Administration Services professional services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$540,000.00, and authorization for the City Manager, Director of Public Works, and City Engineer to sign the appropriate document.

- M. Sale of City-Owned Property

Approve the sale of City-owned property located at 515 N. Martin Luther King, Jr. Drive and 603 N. Martin Luther King, Jr. Drive, Jackson, MI 49201 to W & W Property Management LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction

- N. Lot Purchase Agreement — DJW Development LLC

Approve the lot purchase agreement between the City of Jackson and DJW Development LLC, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



CITY COUNCIL MEETING MINUTES

April 21, 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. Invocation was given by First Ward Councilmember Arlene Robinson.

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Community Development Shane LaPorte, Director of Public Works Mike Osborne, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. Arbor Day Proclamation

Mayor Mahoney read into the record the Arbor Day Proclamation.

B. Workers Memorial Day Proclamation

Mayor Mahoney read into the record the Workers Memorial Day Proclamation.

PUBLIC HEARINGS:

A. East Side Commerce Corridor

City Engineer Troy White provided Council an overview of the project.

Motion was made by Councilmember Wood, seconded by Councilmember Hunt to open the public hearing for the East Side Commerce Corridor. Vote was done by voice with all in favor. Motion carried.

The public offered comments.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to close the public hearing. Vote was done by voice with all in favor. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of the Jackson City Council on April 7, 2026.

Approve the proposed minutes from the regular meeting of the Jackson City Council on April 7, 2026.

B. Appointment to Election Commission

Approve the Mayor's recommendation to appoint Bridget Simone to the Election Commission; for a four-year term, beginning immediately and ending on December 31, 2029.

C. Resignation from the Racial Equity Commission

Accept with regret, the resignation of Letitia Albarran from the City of Jackson's Racial Equity Commission.

D. Resignation from the Youth Council

Accept the resignation of Josiah Reddit from the City of Jackson Youth Council

E. Resignation from the Human Relations Commission

Accept the resignation of Nicole Hughes from the Human Relations Commission, effective immediately.

F. Special Event Application: Charcuterie Board Walk

Approve a request from the Jackson Downtown Development Authority to host the Charcuterie Board Walk on May 14, 2026, in downtown Jackson.

G. Special Event Application: Police Officer Memorial

Approve a request from the Jackson Police Department to host the Police Officer Memorial on May 6, 2026, in downtown Jackson.

H. Special Event Application: Memorial Day Procession and Ceremony

Approve a request from the Jackson County Veteran Council to host the Memorial Day Procession and Ceremony on May 25, 2026, in downtown Jackson.

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

OTHER BUSINESS:

A. East Side Economic Development Update

No update was given.

NEW BUSINESS:

A. Napoleon Transmission Main Study Engineering Contract – Amendment 1

Recommendation: *Approve Amendment 1 to the 23-004 Napoleon Transmission Main Study Engineering contract with Fishbeck of Lansing, MI, at a not-to-exceed cost of \$17,500.00, and authorization for the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Amendment 1 to the 23-004 Napoleon Transmission Main Study Engineering contract with Fishbeck of Lansing, MI, at a not-to-exceed cost of \$17,500.00, and authorization for the City Manager and Engineer to sign the appropriate document. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Fiscal Year 26/27 CDBG and HOME Projects and Allocations

Recommendation: *Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2026 – 2027 and Establish Final Funding Allocations for those Projects.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to confirm Community Development Block Grant and HOME Investment Partnership Projects for Fiscal Year 2026 and 2027 and establish final funding allocations for those projects. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. 2026-2027 Annual Action Plan

Recommendation: *Approve submission of the 2026-2027 Annual Action Plan to HUD, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal to HUD.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve submission of the 2026-2027 Annual Action Plan to HUD, adopt the resolution of certifications, and authorize the Mayor to sign SF-424 forms, the certifications, and any other documentation required for submittal to HUD

D. City of Jackson and the Greater Jackson Habitat for Humanity Sub-Recipient Agreement

Recommendation: *Approve the sub-recipient agreement between the City of Jackson and the Greater Jackson Habitat for Humanity, for the construction of a new single-family home at 322 Clinton Street, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents.*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to approve the sub-recipient agreement between the City of Jackson and the Greater Habitat for Humanity for the construction of a new single family home at 322 Clinton Street, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. Sale of City Owned Property- 755 and 757 Tomlinson Street

Recommendation: *Approve the sale of City-owned property located at 755 Tomlinson Street and 757 Tomlinson Street, Jackson, MI 49203 to AgriCon, LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the sale of City-owned property located at 755 Tomlinson Street and 757 Tomlinson Street, Jackson, MI 49203 to AgriCon, LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

F. Hazardous Tree Removal Program Contract – Change Order 2

Recommendation: *Approve Change Order 2 to the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC in the increased amount of \$19,229.50 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Change Order 2 to the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC in the increased amount of \$19,229.50 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Private Lawn Mowing Contract

Recommendation: *Award the Private City Lot Mowing Contract to the lowest bidding, qualified contractor, Elysian Landscape & Flatwork LLC. in the amount of \$34,150.00 Authorize the DPW Director to make minor modifications and execute the contract.*

Motion was made by Councilmember Gunn, seconded by Vice Mayor Dancy to award the Private City Lot Mowing Contract to the lowest bidding, qualified contractor, Elysian Landscape & Flatwork LLC. in the amount of \$34,150.00 and authorize the DPW Director to make minor modifications and execute the contract. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

H. Resolution - Drinking Water State Revolving Fund Phase 3 Lead Service Line Replacements Contract

Recommendation: *Approve a Resolution to Tentatively Award a Drinking Water State Revolving Fund (DWSRF) Phase 3 Lead Service Line Replacements contract to SWT Excavating, Inc., of Galesburg, Michigan at a cost of \$3,292,663.00 and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to approve a Resolution to Tentatively Award a Drinking Water State Revolving Fund (DWSRF) Phase 3 Lead Service Line Replacements contract to SWT Excavating, Inc., of Galesburg, Michigan at a cost of \$3,292,663.00 and authorize the Mayor and City Clerk to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

I. Drinking Water State Revolving Fund Phase 3 Lead Service Line Replacements Contract - Change Order 1

Recommendation: *Approve a Tentative Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 3 Lead Service Line Replacements contract with SWT Excavating, Inc., in the increased amount of \$760,383.00 to fully utilize available DWSRF financing and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve a Tentative Change Order 1 to the Drinking Water State Revolving Fund (DWSRF) Phase 3 Lead Service Line Replacements contract with SWT Excavating, Inc., in the increased amount of \$760,383.00 to fully utilize the available DWSRF financing and authorize the City Manager and City Engineer to execute the appropriate document. Vote - Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

J. Resolution - No Mow May

Recommendation: *Approve the resolution for "No Mow May" from May 1, 2026 until May 31, 2026 in the City of Jackson.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the resolution for "no Mow May" from May 1, 2026, until May 31, 2026, in the City of Jackson. Vote - Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

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

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. Mayor Mahoney adjourned the meeting at 7:51 p.m.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Minutes of the Budget Workshop on 5 May 2026

Recommendation:



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM:

DATE: May 19, 2026

RECOMMENDATION:

ISSUE STATEMENT

What is the real problem you are trying to solve? What is the issue that needs to be addressed?

DESCRIBE THE CONSEQUENCES

What are consequences if this problem persists? What is the impact on the team, city, and citizens?

OWNERSHIP

How did you contribute to the problem? Or, how has the problem found it's way to you? Why are you or your department the one responsible for a solution. Use this section to demonstrate responsibility.

SOLUTION

What solutions will you implement to solve the problem or issue both tactically and strategically? In other words, what's is the fix now, and what are you thinking about long term?

FACILITATE IMPLEMENTATION

Restate the recommendation

ATTACHMENTS

1. 5.5.26 CCMIN



CITY COUNCIL MEETING/BUDGET WORKSHOP MINUTES
5 May 2026

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Pastor Chris Heydenburg, special guest of Vice Mayor Dancy.

ROLL CALL:

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

Absent: Sixth Ward Councilmember Will Forgrave

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Police Chief Chris Simpson, Director of Community Development Shane LaPorte, Fire Chief Tim Gonzales, Director of Finance Heather Ehnis, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. Public Hearing - Fiscal Year 2026/27 Proposed Budget

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to open the public hearing. Vote was done by voice with all in favor. Motion carried.

Public comments were received.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to close the public hearing. Vote was done by voice with all in favor. Motion carried.

FISCAL YEAR 2026/27 BUDGET WORKSHOP

Director of Finance Heather Ehnis provided Council and overview of the FY 26/27 Budget.

Police Chief Chris Simpson provided Council a summary of the Police Department Budget.

Fire Chief Tim Gonzales provided Council with a summary of the Fire Department Budget.

Director of Parks, Recreation, and Cemeteries provided Council with a summary of the department's budget.

Director of Community Development Shane LaPorte provided Council with a summary of the department's budget.

Motion was made by Councilmember Gunn, seconded by Vice Mayor Dancy to take a brief break. Vote was done by voice with all in favor.

A break was taken from 7:46 p.m. until 8:00 p.m.

Motion was made by Councilmember Hunt, seconded by Vice Mayor Dancy to return from the break. Vote was done by voice with all in favor. Motion carried.

Director of Public Works Mike Osborne provided Council with a summary of the department's budget.

City Engineer Troy White provided Council with a summary of the department's budget.

Chief Equity Officer John Willis provided Council with a summary of the department's budget.

City Assessor Jason Yoakam provided Council with a summary of the department's budget.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CITY COUNCILMEMBER'S COMMENTS:

Mayor Mahoney and Councilmembers Robinson, Gunn, Wood, and Hunt all offered comments. Vice Mayor Dancy declined to comment.

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. Mayor Mahoney adjourned the meeting at 9:05 p.m.

MEMO TO: City Councilmembers
FROM: Daniel J. Mahoney, Mayor
DATE: May 19, 2026
SUBJECT: Reappointment to Administrative Hearings Bureau

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Fred Bishop as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two-year term, beginning June 14, 2026 and ending on June 13, 2028.

In accordance with City Code, Chapter 2.5, the Administrative Hearings Bureau officer appointed by the Mayor with the consent of City Council must be an attorney admitted to the practice of law in the State of Michigan for at least five (5) years. The Administrative Hearings Bureau Officer will serve a term of two (2) years and is removable only upon just cause.

It is my desire, therefore, to reappoint Fred Bishop as an Administrative Hearings Bureau Officer for the City of Jackson's Administrative Hearings Bureau for a two year term, beginning June 14, 2026 and ending on June 13, 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: Friday, March 13, 2026 4:20:23 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Fred
Last Name	Bishop
Address	11201 Singer Road
City	Brooklyn
State	MI
Zip	49230
Phone Number	5177401733
Email	Fairwayfred@gmail.com
Last four digits of Social Security Number	OK 3/16/26
Occupation	Attorney
Describe your community involvement.	AHB
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?	Norvell township
If you answered "Yes" how long have you been a City resident?	Brooklyn
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:	Administrative Hearings Bureau

If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. No

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

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 Fred Bishop

Date of Submission 3/13/2026

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

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: May 19, 2026
SUBJECT: Reappointment to Environmental Commission

RECOMMENDATION:

Approve the Mayor's recommendation to reappoint Kelli Kazmier to the Environmental Commission for a 3-year term, beginning May 30, 2026 and ending on May 29, 2029.

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: Monday, April 13, 2026 1:28:51 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	KELLI
Last Name	KAZMIER
Address	762 Oakridge Dr
City	Jackson
State	MI
Zip	49203-3915
Phone Number	5176072481
Email	kellikazmier@gmail.com
Last four digits of Social Security Number	ok -4/20/26
Occupation	Assoc. Professor of Chemistry
Describe your community involvement.	I have been the chair of the environmental commission for 6 years and a member since in its inception in 2018.
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?	10 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	Environmental Commission , Planning 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.

Field not completed.

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

I would like to provide city staff and elected officials with relevant information so they can make decisions for our community informed by environmental sustainability, resilience, and justice. I would hope to include environmental considerations as a part of future city plans. The work of the environmental commission to date has made significant process in outlining productive environmental actions taken by our peer communities. I would like to continue this work on the environmental commission as well as help the planning commission utilize these findings in the next master plan.

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

Kelli Kazmier

Date of Submission

04/13/2026

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

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: May 19, 2026
SUBJECT: Appointment to the City Planning Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Kelli Kazmier to fill a vacancy on the Planning Commission for a three-year term, beginning immediately and expiring on December 31, 2029.

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: Monday, April 13, 2026 1:28:51 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	KELLI
Last Name	KAZMIER
Address	762 Oakridge Dr
City	Jackson
State	MI
Zip	49203-3915
Phone Number	5176072481
Email	kellikazmier@gmail.com
Last four digits of Social Security Number	ok -4/20/26
Occupation	Assoc. Professor of Chemistry
Describe your community involvement.	I have been the chair of the environmental commission for 6 years and a member since in its inception in 2018.
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?	10 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	Environmental Commission , Planning 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.

Field not completed.

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

I would like to provide city staff and elected officials with relevant information so they can make decisions for our community informed by environmental sustainability, resilience, and justice. I would hope to include environmental considerations as a part of future city plans. The work of the environmental commission to date has made significant process in outlining productive environmental actions taken by our peer communities. I would like to continue this work on the environmental commission as well as help the planning commission utilize these findings in the next master plan.

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

Kelli Kazmier

Date of Submission

04/13/2026

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

Hi Kelly,

I sincerely apologize for the delay. This season of life has been wonderful but also incredibly busy. I would still like to resign from the board, as I don't feel I can dedicate the time and attention that Beth and the rest of the board deserve. Please let me know if there's anything else you need from me.

Lauren Janiak
Consumers Energy

Strategic Advisor to Tonya Berry – EVP & COO
One Energy Plaza EP12-414 | Cell: (517) 344-7017



To whom it may concern,

I am resigning from the Jackson DDA board because my business needs me full time at the moment and I won't have time to dedicate like I would like.

Thank you all very much for the opportunity to serve at the board and I wish you all the best in the future.

Sincerely,

--

Roberta Dalenberg



City of Jackson, Michigan Financial Statements

As of and For the Nine Months Ended March 31, 2026

Preliminary/Unaudited

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EXPENDITURE SUMMARY

FUND TYPE/FUND NAME	25-26	25-26	Activity For 3/31/2026	YTD Balance 3/31/2026	% Bdgt Used	Variance -
	Original	Amended				Favorable/
	Budget	Budget				(Unfavorable)
GENERAL FUND						
101 GENERAL FUND						
101-000 CITY COUNCIL	116,763	116,763	8,205	81,842	70.09	34,921
103-000 CHARTER REVIEW COMMITTEE	2,500	2,500	-	-	-	2,500
172-000 CITY MANAGER	557,670	557,670	46,407	380,717	68.27	176,953
191-000 FINANCE	718,276	718,276	49,735	555,689	77.36	162,587
215-000 CITY CLERK	393,599	393,599	28,796	279,623	71.04	113,976
228-000 MANAGEMENT INFORMATION SYSTEMS	724,624	724,624	39,133	350,908	48.43	373,716
233-000 PURCHASING	142,769	142,769	(3,025)	138,488	97.00	4,281
253-000 CITY TREASURER	364,513	364,513	25,412	282,292	77.44	82,221
254-000 INCOME TAX ADMINISTRATION	254,014	254,014	13,945	166,482	65.54	87,532
257-000 CITY ASSESSOR	577,894	577,894	47,429	419,716	72.63	158,178
262-000 CITY CLERK-ELECTIONS	262,094	262,094	15,743	97,333	37.14	164,761
265-000 CITY HALL AND GROUNDS	882,990	882,990	43,336	398,142	45.09	484,848
266-000 CITY ATTORNEY	916,369	916,369	67,694	637,556	69.57	278,813
270-000 PERSONNEL	671,362	671,362	30,002	297,960	44.38	373,402
278-000 UNALLOCATED	889,433	889,433	33,693	604,431	67.96	285,002
299-000 ADMINISTRATIVE HEARINGS BUREAU	246,453	246,453	9,896	102,040	41.40	144,413
301-000 POLICE	12,847,458	12,847,458	1,199,849	8,695,921	67.69	4,151,537
311-225 OSHP GRANT	6,692	6,692	(396)	17,363	259.46	(10,671) <i>Note 2</i>
320-000 CONSORTIUM TRAINING	75,000	75,000	-	28,721	38.29	46,279
321-000 MCOLES TRAINING PA302	20,000	20,000	-	6,625	33.13	13,375
322-000 MCOLES TRAINING CPE	45,000	45,000	-	61,142	135.87	(16,142) <i>Note 2</i>
325-000 MCOLES TRAINING ACTIVE SHOOTER	-	-	-	12,807	-	(12,807) <i>Note 2</i>
340-000 FIRE SUPPRESSION	7,186,364	7,186,364	475,927	4,945,793	68.82	2,240,571
350-000 PUBLIC SAFETY-UNALLOCATED	1,929,262	1,929,262	156,319	1,493,994	77.44	435,268
442-000 FORESTRY	922,074	1,051,074	65,697	432,170	41.12	618,904
444-000 SIDEWALK CONSTRUCTION	160,334	160,334	-	34,270	21.37	126,064
445-000 DRAINS AT LARGE	120,117	120,117	-	39,537	32.92	80,580
450-000 STREET LIGHTING	710,185	710,185	57,561	412,185	58.04	298,000
455-000 WEED CONTROL	115,052	115,052	-	37,205	32.34	77,847
465-000 GROUNDS MAINTENANCE	479,196	479,196	23,341	312,143	65.14	167,053
567-000 CEMETERIES	565,819	565,819	18,396	281,231	49.70	284,588
571-000 TAX PROPERTY MAINTENANCE	193,110	193,110	825	147,229	76.24	45,881
572-000 CIVIC AFFAIRS	164,667	164,667	1,504	74,525	45.26	90,142
701-000 PLANNING	414,369	414,369	24,724	175,997	42.47	238,372
728-000 ECONOMIC DEVELOPMENT	175,000	175,000	456,527	932,388	532.79	(757,388) <i>Note 2</i>
752-000 PARKS, RECREATION & GROUNDS ADMIN.	381,864	381,864	36,897	313,373	82.06	68,491
758-000 LT. NIXON MEMORIAL POOL	304,200	304,200	2,834	147,805	48.59	156,395
771-000 PARKS & FACILITIES MAINTENANCE	1,190,799	1,190,799	61,507	785,321	65.95	405,478
776-000 CITY CENTER (FKA MASONIC TEMPLE)	160,020	160,020	18,265	149,323	93.32	10,697
803-000 HISTORICAL DISTRICT	13,711	13,711	1,095	10,501	76.59	3,210
806-000 DIVERSITY, EQUITY & INCLUSION	467,190	467,190	35,263	303,216	64.90	163,974
965-000 CONTRIBUTIONS TO OTHER FUNDS	1,114,222	1,824,222	-	-	-	1,824,222
101 GENERAL FUND TOTAL	37,483,028	38,322,028	3,092,536	24,644,004	64.31	13,678,024
102 BUDGET STABILIZATION FUND	50,000	50,000	-	-	-	50,000
GENERAL FUND TOTAL	37,533,028	38,372,028	3,092,536	24,644,004	64.22	13,728,024
PERMANENT FUNDS						
151 CEMETERY PERPETUAL MAINTENANCE FUND	25,000	25,000	-	-	-	25,000
155 ELLA W. SHARP PARK ENDOWMENT FUND	32,500	32,500	-	-	-	32,500
160 LLOYD E. MOUNT ENDOWMENT FUND	5,100	5,100	-	-	-	5,100
PERMANENT FUNDS TOTAL	62,600	62,600	-	-	-	62,600

	25-26 Original Budget	25-26 Amended Budget	Activity For 3/31/2026	YTD Balance 3/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
SPECIAL REVENUE FUNDS						
202 MAJOR STREET FUND	22,399,852	22,399,852	182,034	12,750,291	56.92	9,649,561
203 LOCAL STREET FUND	1,813,306	1,813,306	33,632	929,903	51.28	883,403
208 ELLA W. SHARP PARK OPERATING FUND	1,206,031	1,206,031	119,069	901,137	74.72	304,894
213 OPIOID SETTLEMENT FUND	50,000	50,000	275,000	275,150	550.30	(225,150) <i>Note 2</i>
218 AFFORDABLE HOUSING FUND	1,840,146	1,840,146	51,440	440,793	23.95	1,399,353
234 HCDF MICH GRANT FUND	859,000	859,000	406,332	823,382	95.85	35,618
245 PUBLIC IMPROVEMENT FUND	2,011,884	2,011,884	-	157,487	7.83	1,854,397
246 CORTLAND ST REDEVELOPMENT PROJECTS FUND	293,503	293,503	-	31,744	10.82	261,759
249 BUILDING DEPARTMENT FUND	670,257	670,257	48,290	474,243	70.76	196,014
251 HOUSING CODE ENFORCEMENT FUND	1,571,885	1,571,885	59,244	622,446	39.60	949,439
252 BUILDING DEMOLITIONS FUND	3,170,210	3,470,210	5,967	619,471	17.85	2,850,739
265 DRUG LAW ENFORCEMENT FUND	36,494	36,494	2,690	15,026	41.17	21,468
273 PROJECT SAFE NEIGHBORHOOD FUND	126,680	126,680	-	54,693	43.17	71,987
275 BYRNE/JAG PROGRAMS FUND	-	-	-	30,404	-	(30,404) <i>Note 2</i>
279 AMERICAN RESCUE PLAN ACT FUND	5,000	5,000	-	-	-	5,000
280 HOUSING STABILITY FUND	595,000	595,000	29,086	8,831	1.48	586,169
285 BROWNFIELD ASSESSMENT GRANT FUND	30,000	30,000	-	49,974	166.58	(19,974) <i>Note 2</i>
296 RECREATION ACTIVITY FUND	528,763	528,763	16,106	409,772	77.50	118,991
297 RECREATION MILLAGE FUND	1,111,131	1,111,131	49,634	492,220	44.30	618,911
SPECIAL REVENUE FUNDS TOTAL	38,319,142	38,619,142	1,278,524	19,086,967	49.42	19,532,175
DEBT SERVICE FUNDS						
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,713	223,713	-	10,856	4.85	212,857
352 2017 MTF BONDS DEBT SERVICE FUND	761,341	761,341	-	50,670	6.66	710,671
353 2024 MTF BONDS DEBT SERVICE FUND	473,000	473,000	-	84,250	17.81	388,750
367 2021 CITY HALL REFUNDING DEBT SERVICE FUND	786,355	786,355	-	7,677	0.98	778,678
385 2016 CAPITAL IMP BOND DEBT SERVICE FUND	146,632	146,632	-	146,631	100.00	1
386 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,405,250	1,405,250	-	227,250	16.17	1,178,000
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,823,416	1,823,416	-	81,708	4.48	1,741,708
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	-	19,296	50.00	19,297
394 2001 DDA TIF DEBT SERVICE FUND	3,190,825	3,190,825	-	-	-	3,190,825
395 2019 DDA TIF REFUNDING DEBT SERVICE FUND	205,949	205,949	-	82,975	40.29	122,974
DEBT SERVICE FUNDS TOTAL	9,055,074	9,055,074	-	711,313	7.86	8,343,761
CAPITAL PROJECTS FUNDS						
401 CAPITAL PROJECTS FUND	1,700,000	1,700,000	237,514	834,849	49.11	865,151
402 WATER EQUIPMENT & REPLACEMENT FUND	19,641,466	20,788,326	215,924	12,106,619	58.24	8,681,707
403 LEAD SERVICE LINE REPLACEMENT FUND	1,372,110	1,372,110	227,746	620,995	45.26	751,115
404 DPS SANITARY SEWER MAINTENANCE FUND	462,407	462,407	36,726	281,506	60.88	180,901
405 SANITARY SEWER REPLACEMENT FUND	5,909,958	5,909,958	28,841	1,329,844	22.50	4,580,114
406 WASTEWATER EQUIPMENT REPLACEMENT FUND	687,653	687,653	25,351	367,148	53.39	320,505
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION FUND	-	-	-	833,162	-	(833,162) <i>Note 2</i>
409 2023 WATER SYSTEM PROJECT CONSTRUCTION FUND	7,071,428	7,071,428	1,335,583	4,865,727	68.81	2,205,701
410 2024 WATER SYSTEM PROJECT CONSTRUCTION FUND	2,545,763	2,545,763	1,774	1,678,955	65.95	866,808
426 2024 MICHIGAN TRANSPORTATION BONDS CONST FUND	1,179,518	1,179,518	-	-	-	1,179,518
488 MLK CORRIDOR IMP. AUTHORITY FUND	1,735,250	1,735,250	562,092	1,096,585	63.19	638,665
489 BROWNFIELD REDEVELOPMENT FUND	2,339,154	2,339,154	437,473	936,913	40.05	1,402,241
494 DDA PROJECT FUND	3,396,774	3,396,774	-	82,975	2.44	3,313,799
CAPITAL PROJECTS FUNDS TOTAL	48,041,481	49,188,341	3,109,024	25,035,278	50.90	24,153,063

	25-26 Original Budget	25-26 Amended Budget	Activity For 3/31/2026	YTD Balance 3/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
ENTERPRISE FUNDS						
514 AUTO PARKING SYSTEM FUND	280,491	280,491	1,110	4,518	1.61	275,973
518 PARKING ASSESSMENT FUND	452,046	452,046	26,430	200,565	44.37	251,481
519 COOPER/FRANCIS PARKING DECKS FUND	294,502	294,502	671	31,094	10.56	263,408
590 SEWER FUND	12,240,694	12,240,694	770,609	7,551,322	61.69	4,689,372
591 WATER FUND	38,993,869	39,393,869	2,898,866	22,428,389	56.93	16,965,480
ENTERPRISE FUNDS TOTAL	52,261,602	52,661,602	3,697,686	30,215,888	57.38	22,445,714
INTERNAL SERVICE FUNDS						
641 PUBLIC ADMINISTRATION FUND	902,686	902,686	49,164	571,284	63.29	331,402
642 ENGINEERING ADMINISTRATION FUND	328,348	328,348	15,479	183,025	55.74	145,323
643 LOCAL SITE REMEDIATION REVOLVING FUND	20,000	20,000	113	3,531	17.66	16,469
661 MOTOR POOL & GARAGE FND	1,867,706	1,867,706	95,640	986,245	52.81	881,461
676 WORKERS COMPENSATION FUND	254,889	254,889	45,639	228,797	89.76	26,092
677 SELF-INSURED HEALTHCARE FUND	6,449,450	6,449,450	187,980	3,481,873	53.99	2,967,577
INTERNAL SERVICE FUNDS TOTAL	9,823,079	9,823,079	394,015	5,454,755	55.53	4,368,324
CUSTODIAL FUND						
703 COUNTY & SCHOOL TAX FUND	34,150,000	34,150,000	-	-	-	34,150,000
PENSION TRUST FUNDS						
731 EMPLOYEES RETIREMENT FUND	4,300,000	4,300,000	-	3,340,382	77.68	959,618
732 POLICE & FIRE PENSION FUND	421,000	421,000	-	264,045	62.72	156,955
734 POLICE & FIRE ACT 345 PENSION FUND	6,210,000	6,210,000	-	4,105,586	66.11	2,104,414
736 PUBLIC EMPLOYEE HEALTHCARE FUND	33,000	33,000	2,360	21,147	64.08	11,853
PENSION TRUST FUNDS TOTAL	10,964,000	10,964,000	2,360	7,731,160	70.51	3,232,840
SPECIAL ASSESSMENTS FUNDS						
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE FUND	161,788	161,788	-	155,953	96.39	5,835
895 SPECIAL ASSESSMENT FUND	270,588	270,588	-	155,953	57.63	114,635
SPECIAL ASSESSMENTS FUNDS TOTAL	432,376.00	432,376.00	-	311,906.00	72.14	120,470.00

REVENUE SUMMARY

FUND TYPE/FUND NAME	25-26	25-26	Activity For 3/31/2026	YTD Balance 3/31/2026	% Bdgt Used
	Original Budget	Amended Budget			
FUND TYPE/FUND NAME					
101 GENERAL FUND					
PROPERTY TAXES	11,853,075	11,853,075	(892,552)	11,090,272	93.56
INCOME TAXES	11,100,000	11,100,000	423,782	9,188,963	82.78
STATE REVENUE SHARING	5,953,956	5,953,956	-	3,095,740	51.99
FEDERAL GRANTS	207,860	207,860	47,325	98,610	47.44
STATE GRANTS	191,000	191,000	-	517,075	270.72
CHARGES FOR GOODS AND SERVICES	1,447,377	1,447,377	32,582	395,553	27.33
FINES AND FORFEITS	384,920	384,920	24,707	121,706	31.62
INVESTMENT INCOME	660,000	660,000	4,841	321,853	48.77
MISCELLANEOUS	283,192	283,192	29,933	277,814	98.10
CONTRIBUTIONS FROM OTHER FUNDS	533,327	533,327	-	15,004	2.81
LICENSES AND PERMITS	342,015	342,015	1,600	159,140	46.53
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	-	6,246	49.97
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,000	30,000	1,391	31,262	104.21
GENERAL FUND TOTAL	32,999,222	32,999,222	(326,391)	25,319,238	76.73
CONSOLIDATED WITH GENERAL FUND					
102 BUDGET STABILIZATION	50,000	50,000	-	23,350	46.70
ALL OTHER FUNDS					
PERMANENT FUNDS					
151 CEMETERY PERPETUAL MAINTENANCE	45,000	45,000	2,383	18,845	41.88
155 ELLA W. SHARP ENDOWMENT FUND	32,500	32,500	-	-	-
160 LLOYD E. MOUNT ENDOWMENT	5,100	5,100	-	-	-
PERMANENT FUNDS TOTAL	82,600	82,600	2,383	18,845	22.81
SPECIAL REVENUE FUNDS					
202 MAJOR STREET	21,413,990	21,413,990	433,306	11,232,822	52.46
203 LOCAL STREET	1,224,732	1,224,732	117,487	798,739	65.22
208 ELLA W. SHARP PARK OPERATING	1,205,450	1,205,450	15,000	505,967	41.97
213 OPIOID SETTLEMENT FUND	-	-	-	68,750	-
218 AFFORDABLE HOUSING FUND	1,840,146	1,840,146	208,465	394,685	21.45
234 HCDF MICH GRANT	859,000	859,000	-	392,454	45.69
245 PUBLIC IMPROVEMENT	1,548,167	1,548,167	(132,124)	1,384,449	89.43
246 CORTLAND ST REDEVELOPMENT PROJECTS FUND	2,500	2,500	-	6,216	248.64
249 BUILDING DEPARTMENT	538,500	538,500	83,878	543,347	100.90
251 HOUSING CODE ENFORCEMENT	1,231,000	1,231,000	87,549	739,921	60.11
252 BUILDING DEMOLITIONS	3,172,500	3,472,500	-	621	0.02
265 DRUG LAW ENFORCEMENT	50,000	50,000	-	15,042	30.08
273 PROJECT SAFE NEIGHBORHOOD	126,680	126,680	7,721	46,955	37.07
275 BYRNE/JAG PROGRAMS	-	-	5,000	30,404	-
279 AMERICAN RESCUE PLAN ACT	5,000	5,000	-	-	-
280 HOUSING STABILITY	595,000	595,000	24,997	(24,859)	(4.18)
285 BROWNFIELD ASSESSMENT GRANT	30,000	30,000	-	93,271	310.90
296 RECREATION ACTIVITY	521,500	521,500	63,247	290,963	55.79
297 RECREATION MILLAGE	1,220,000	1,220,000	400,000	804,611	65.95
SPECIAL REVENUE FUNDS TOTAL	35,584,165	35,884,165	1,314,526	17,324,358	48.28
DEBT SERVICE FUNDS					
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,713	223,713	-	10,856	4.85
352 2017 MTF BONDS D/S FUND	761,341	761,341	-	50,670	6.66
353 2024 MTF BONDS D/S FUND	473,000	473,000	-	84,250	17.81
367 2021 CITY HALL REFUNDING DEBT SERV FUND	588,000	588,000	6,333	561,064	95.42
385 2016 CAPITAL IMP BOND DEBT SERVICE FUND	146,632	146,632	-	146,631	100.00
386 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,405,250	1,405,250	-	-	-
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,823,416	1,823,416	-	81,708	4.48
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	-	19,296	50.00
394 2001 DDA TIF DEBT SERVICE	3,190,825	3,190,825	-	-	-
395 2019 DDA TIF REFUNDING DEBT SERVICE	205,949	205,949	-	82,975	40.29
DEBT SERVICE FUNDS TOTAL	8,856,719	8,856,719	6,333	1,037,450	11.71

	25-26 Original Budget	25-26 Amended Budget	Activity For 3/31/2026	YTD Balance 3/31/2026	% Bdgt Used
CAPITAL PROJECT FUNDS					
401 CAPITAL PROJECTS	1,679,020	1,679,020	-	20,654	1.23
402 WATER EQUIPMENT & REPLACEMENT	15,162,458	15,972,458	1,233,021	11,765,414	73.66
403 LEAD SERVICE LINE REPLACEMENT	2,603,111	2,603,111	153,006	1,445,565	55.53
404 DPS SANITARY SEWER MAINTENANCE	462,407	462,407	36,726	281,521	60.88
405 SANITARY SEWER REPLACEMENT	3,844,715	3,844,715	310,742	2,862,917	74.46
406 WASTEWATER EQUIPMENT REPLACEMENT	473,392	473,392	28,652	295,122	62.34
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION	-	-	-	833,162	-
409 2023 WATER SYSTEM PROJECT CONSTRUCTION	7,071,428	7,071,428	978,004	3,569,879	50.48
410 2024 WATER SYSTEM PROJECT CONSTRUCTION	2,545,763	2,545,763	16,514	1,660,308	65.22
426 2024 MICHIGAN TRANSPORT BONDS CONST FUND	25,000	25,000	-	29,933	119.73
488 MLK CORRIDOR IMP. AUTHORITY FUND	1,735,250	1,735,250	165,141	277,537	15.99
489 BROWNFIELD REDEVELOPMENT	1,783,770	1,783,770	-	63,195	3.54
494 DDA PROJECT	2,225,100	2,225,100	764	223,045	10.02
CAPITAL PROJECT FUNDS TOTAL	39,611,414	40,421,414	2,922,570	23,328,252	57.71
ENTERPRISE FUNDS					
514 AUTO PARKING SYSTEM	134,800	134,800	61	3,520	2.61
518 PARKING ASSESSMENT	515,825	515,825	25,837	497,144	96.38
519 COOPER/FRANCIS PARKING DECKS	15,000	15,000	(1,504)	11,643	77.62
590 SEWER	9,219,873	9,219,873	695,119	5,661,460	61.40
591 WATER	30,812,898	30,812,898	2,121,590	18,234,673	59.18
ENTERPRISE FUNDS TOTAL	40,698,396	40,698,396	2,841,103	24,408,440	59.97
INTERNAL SERVICE FUNDS					
641 PUBLIC WORKS ADMINISTRATION	819,086	819,086	76,532	725,307	88.55
642 ENGINEERING ADMINISTRATION	449,943	449,943	24,839	222,313	49.41
643 LOCAL SITE REMEDIATION REVOLVING	82,700	82,700	65,090	68,920	83.34
661 MOTOR POOL & GARAGE	1,632,771	1,632,771	174,266	1,765,894	108.15
676 WORKERS COMPENSATION	180,000	180,000	13,245	145,679	80.93
677 SELF-INSURED HEALTHCARE	7,120,000	7,120,000	573,707	5,251,337	73.75
INTERNAL SERVICE FUNDS TOTAL	10,284,500	10,284,500	927,679	8,179,450	79.53
CUSTODIAL FUNDS					
703 COUNTY & SCHOOL TAX	34,150,000	34,150,000	-	4,430	0.01
PENSION TRUST FUNDS					
731 EMPLOYEES RETIREMENT SYSTEM	6,848,411	6,848,411	334,912	6,177,328	90.20
732 POLICE & FIRE PENSION	139,437	139,437	25,605	359,006	257.47
734 POLICE & FIRE ACT 345	11,024,140	11,024,140	490,800	13,086,631	118.71
736 PUBLIC EMPLOYEE HEALTH CARE	222,500	222,500	69,778	634,810	285.31
PENSION TRUST FUNDS TOTAL	18,234,488	18,234,488	921,095	20,257,775	111.10
SPECIAL ASSESSMENT FUNDS					
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	161,788	161,788	-	155,953	96.39
895 SPECIAL ASSESSMENT	851,136	851,136	523	10,639	1.25
SPECIAL ASSESSMENT FUNDS TOTAL	1,012,924	1,012,924	523	166,592	16.45

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

Note 2: Unfavorable budget variances related to expenditures will be addressed through a formal budget amendment.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Special Event Application: Cruise-In & Concerts 2026

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the 2026 Cruise-In & Concerts on 5/22/26, 6/26/26, 7/24/26, 8/28/26, and 9/25/26, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 2026 Cruise-In & Concerts.

I recommend approval of the Special Event Application for the 2026 Cruise-In & Concerts. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: May 19, 2026

RECOMMENDATION:

Approve a request from the Jackson Downtown Development Authority to host the 2026 Cruise-In & Concerts on 5/22/26, 6/26/26, 7/24/26, 8/28/26, and 9/25/26, 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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC</u>
<u>IMPACT</u>			
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		\$1800.00
		TOTAL	\$1800.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, Use of Horace Blackman Park and Bucky Harris Park, Power

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the 2026 Cruise-In & Concerts on 5/22/26, 6/26/26, 7/24/26, 8/28/26, and 9/25/26, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Cruise-In & Concerts 2026

By: _____	Date: _____
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 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:
9/25/26

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:
9/25/26

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:
9/25/26

Street Name: Cross Street 1: Cross Street 2:
 Closure Start Date: Time: Closure End Date: Time:
9/25/26 ****DDA Volunteers will move the signs in place at 4PM and remove from the street after the event is complete.**

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 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
to be parked on Michigan Ave near MLK Jr. Drive.

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.

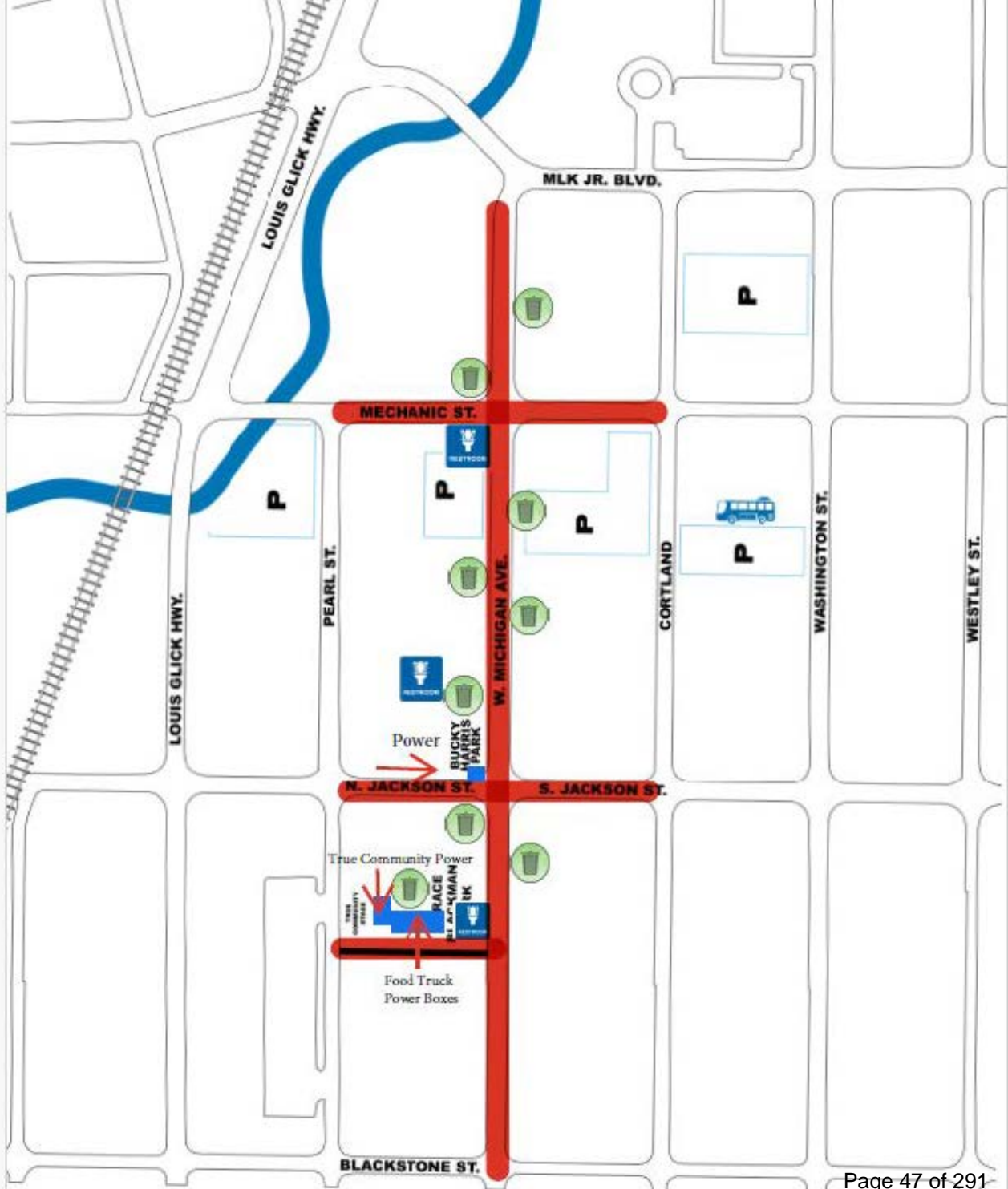
Special Event Application

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: May 19, 2026
SUBJECT: Special Event Application: Sheriff Open House

Recommendation:

Approve a request from the Jackson County Office of the Sheriff to host the Sheriff Open House on June 7, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Sheriff Open House.

I recommend approval of the Special Event Application for the Sheriff Open House. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: May 19, 2026

RECOMMENDATION:

Approve a request from the Jackson County Office of the Sheriff to host the Sheriff Open House on June 7, 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		\$400.00
		TOTAL	\$400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Office of the Sheriff to host the Sheriff Open House on June 7, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Sheriff Open House

By: **M.Evans** Date: **4/24/26**

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: Sheriff Open House

Sponsoring Organization Legal Name : Jackson County Office of the Sheriff

Street Address : 212 W. Wesley Street

Tax ID# :

Website :

Contact Name 1 : Kevin Hiller

Email: Khiller@mijackson.org

Phone: 5177687966

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event: Same

Event Details

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

6/7/2026

1100

1200

4:00 PM

5:00 PM

Has this event occurred before? Yes No If yes, how many previous years? 3

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

Sheriff Open House with static displays, lunch provided for area citizens

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*

X Other Location 212 W. Wesley Street Jackson MI 49201

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: Wesley	Cross Street 1: S> Jackson	Cross Street 2: S. Blackstone
Closure Start Date: 6/7/2026	Time: 11:00	Closure End Date: 6/7/2026
		Time: 5:00

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? 2 Porta Johns

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? Collected by Sheriff Personnel

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? Sheriff

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? Bounce House

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:

***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.

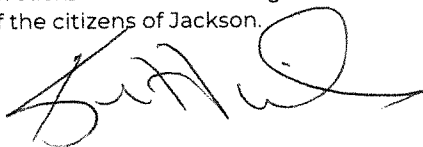
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
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: 4/23/2026

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member: County of Jackson **Proposal No:** Q000015375
Date of Original Membership: January 1, 1998
Proposal Effective Dates: January 01, 2026 To January 01, 2027
Member Representative: Michael Overton **Telephone #:** (517) 768-6624
Regional Risk Manager: Ibex Insurance Services **Telephone #:** (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **County of Jackson** (hereinafter "Member") is eligible to be a Member of MMRMA. **County of Jackson** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

County of Jackson is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

County of Jackson is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **County of Jackson's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$100,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$1,500 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **County of Jackson** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

County of Jackson agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	15,000,000	N/A	N/A	N/A
2 Judicial Tenure	100,000	N/A	N/A	N/A
3 Sewage System Overflows	0	N/A	0	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	328,980,909	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Dam/Dam Structures/Lake Level Controls	2,615,000	N/A	N/A	N/A
13 Transformers	2,500,000	N/A	N/A	N/A
14 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15 Marine Property	1,000,000	N/A	N/A	N/A
16 Other Covered Property	20,000	N/A	N/A	N/A
17 Income and Extra Expense	5,000,000	N/A	N/A	N/A
18 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19 Faithful Performance	Per Statute	N/A	N/A	N/A
20 Earthquake	5,000,000	N/A	5,000,000	100,000,000
21 Flood	5,000,000	N/A	5,000,000	100,000,000
22 Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.				
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim		Retroactive Date
	\$2,000,000			
Coverage A Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000	Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
\$2,000,000	\$30,000,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$30,000,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

D. Contribution for MMRMA Participation

County of Jackson

Period: January 01, 2026 To January 01, 2027

Coverages per Member Coverage Overview:	\$1,442,824
Stop Loss Coverage:	\$0
Member Loss Fund Deposit:	\$200,000
TOTAL ANNUAL CONTRIBUTIONS:	\$1,642,824

E. List of Addenda

1. Limited Liability Coverage For Use or Operations of Unmanned Aircraft

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

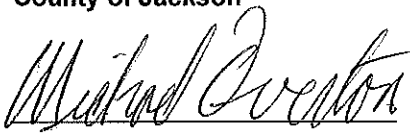
Accepted By:

Proposal No:

County of Jackson

Q000015375

MMRMA





Member Representative

MMRMA Representative

12/23/25

12-23-25

Date

Date

ADDENDUM

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

This addendum modifies the Liability and Motor Vehicle Physical Damage Coverage Document

A. LIMITATIONS OF COVERAGE, PROCEDURES, EXCLUSIONS, DEFINITIONS.

1. MMRMA will pay for any loss as defined in Sections 1 and 2 of the Liability and Motor Vehicle Physical Damage Coverage Document, caused by the use or operation of an Unmanned Aircraft, the actual loss up to a \$1,000,000 limit per occurrence and subject to a \$2,000,000 annual member aggregate.
2. The Member Duties, Responsibilities, Other Conditions stated in Section 7 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for use or operations of Unmanned Aircraft.
3. As respects this Limited Liability Coverage for Use or Operations of Unmanned Aircraft Addendum, Section 7; Member Duties, Responsibilities, Other Conditions, of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following:

P. FAA COMPLIANCE

The terms of this Addendum apply only if the Member is in compliance with all FAA rules and regulations governing the use or operation of an unmanned aircraft, at time of occurrence.

4. The Liability and Motor Vehicle Physical Damage Coverage Document Section 4, Definitions, shall apply to this Limited Liability Coverage For Use Or Operation Of An Unmanned Aircraft Addendum.
5. As respects this Limited Liability Coverage For Use Or Operations Of Unmanned Aircraft Addendum, Section 2; Exclusion C, of the Liability and Motor Vehicle Physical Damage Coverage Document is deleted in its entirety and replaced by the following:

EXCLUSIONS

- C. Ownership, maintenance, loading or unloading, use or operation of any aircraft (other than unmanned aircraft), airfields, or runways; watercraft over 75 feet in length;

Period: 01/01/2026 to 01/01/2027

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

Accepted By:
County of Jackson

Member ID: 1173

MMRMA



Member Representative

12/23/25

Date



MMRMA Representative

12-23-25

Date



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Special Event Application: St. John's Day Parade

Recommendation:

Approve a request from the St. Nicholas Lodge #12 to host the St. John's Day Parade on June 28, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the St. John's Day Parade.

I recommend approval of the Special Event Application for the St. John's Day Parade. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: May 19, 2026

RECOMMENDATION:

Approve a request from the St. Nicholas Lodge #12 to host the St. John's Day Parade on June 28, 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 IMPACT	APPROVAL	DENIAL	ECONOMIC
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		\$200.00
Public Works	X		\$3200.00
		TOTAL	\$3400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, Jackson Police Department assistance

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the St. Nicholas Lodge #12 to host the St. John's Day Parade on June 28, 2026, in downtown Jackson.

ATTACHMENTS

- 1. SEA-St John's Day Parade



By: M. Evans Date: 4/6/20
 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**

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)

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: St. John's Day Parade

Sponsoring Organization Legal Name : St. Nicholas Lodge #12

Street Address : 1051 S Brown St

Tax ID# : _____ Website : _____

Contact Name 1 : Terry F Thomas Email: tftthomas2129@comcast.net Phone: 517-474-0253

Contact Name 2 : Daniel Mahoney Email: mr.mahoney517@gmail.com Phone: 517-914-2706

Contact Name/Phone# During Event: _____

Event Details

Event Date(s): June 28th 2026 Set up Time: 2PM Start Time: 2:30PM End Time: 3:30PM Tear Down Time: 0

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

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 _____

St. Johns Day. A time for Prince Hall Masons to celebrate St. John the Baptist by assembling at the Martin Luther King Center, marching to Second Missionary Baptist Church for service.

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 **MLK Center and Second Missionary Baptist Church**

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: **Merriman St** Cross Street 1: **Stevens ST** Cross Street 2:
Closure Start Date: **6/28** Time: **2:00pm** Closure End Date: **6/28/26** Time: **3:00pm**

Street Name: **Merriman St** Cross Street 1: **Barberry Dr** Cross Street 2:
Closure Start Date: Time: Closure End Date: Time:

Street Name: **Merriman St** Cross Street 1: **E. Hight St** Cross Street 2:
Closure Start Date: Time: Closure End Date: Time:

Street Name: **Merriman St** Cross Street 1: **Damon St** Cross Street 2:
Closure Start Date: Time: Closure End Date: Time:

Street Name: **Merriman St** Cross Street 1: **Wall St** Cross Street 2:
Closure Start Date: Time: Closure End Date: Time:

Street Name: **Merriman St** Cross Street 1: **E. Robinsond** Cross Street 2: **E. Mansion**
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? **0**

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:

*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? **Masons will provide cleanup for 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? **Masons will provide cleanup for event**

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? 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

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.

X 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):

St. Nicholas Lodge #12 is a non-profit masonic lodge located in Jackson Mi. The benefit is we will be feeding the entire community at the MLK Center and of course Prince Hall Masons from around the state.

***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 restrictions to the process.**

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:
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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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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.

4:30

5G

Martin Luther King Jr Recreation Center

3D

2 min Fastest

Exchange Club Playground

Second Missionary Baptist Church

87°
AQI 47

Directions



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Special Event Application: Family Fun Festival

Recommendation:

Approve a request from the Home of New Vision to host the Family Fun Festival on July 25, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Family Fun Festival.

I recommend approval of the Special Event Application for the Family Fun Festival. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: May 19, 2026

RECOMMENDATION:

Approve a request from the Home of New Vision to host the Family Fun Festival on July 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		\$400.00
		TOTAL	\$400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Home of New Vision to host the Family Fun Festival on July 25, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Family Fun Festival-new date

By: _____	Date: _____
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

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:
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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****

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 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:

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

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Jackson Jackson Downtown Development Authority</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.



www.homeofnewvision.org | p. 734-975-1602 | f. 734-975-1604
3115 Professional Drive Ann Arbor, MI 48104

Parking Lot Use Permission

Home of New Vision respectfully requests permission to use designated parking lot space owned or managed by the businesses listed below for scheduled Home of New Vision community events. This letter serves as documentation of approval or non-approval for each specific event and date.

Home of New Vision agrees to comply with all reasonable property requirements and will ensure the parking area is left clean and free of damage following each event. Proof of insurance can be provided upon request.

Business Name: GERALD R POTTS

Business Address: 507 W. MICHIGAN AVE

Please indicate your decision for each event by selecting Yes or No.

Event Name	Event Date	Time	Permission
Family Fun Day	7-25-26	12-4pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Overdose Awareness	8-31-26	2pm-7pm	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Recovery Walk	9-12-26	11-3pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes (optional):

Authorized Representative Name: GERALD POTTS

Title: OWNER

Signature: [Signature] Date: 4/20/26

Home of New Vision Contact Person: Dave Milosh

Phone: 517-314-9276 Email: D.Milosh@homeofnewvision.org

Thank you for supporting Home of New Vision and our mission to strengthen recovery and community wellness.

BOARD OF DIRECTORS

John Reiser
David Shand
Nora Hamouda

Glynis Anderson, Interim CEO
Marci Scalera, President
Becky Mayo, Vice President
Julie Greene, Secretary

Courtney Atsalakis
Carl Christenson
Suzie Antonow



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Home of New Vision agrees to comply with all reasonable property requirements and will ensure the parking area is left clean and free of damage following each event. Proof of insurance can be provided upon request

Business Name: Lally Group

Business Address: 110 1st Str Jackson

Please indicate your decision for each event by selecting Yes or No.

Event Name	Event Date	Time	Permission
Family Fun Day	7-25-26	12-4pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Overdose Awareness	8-31-26	2pm-7pm	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Recovery Walk	9-12-26	11-3pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

(SORRY BUT THIS IS A BUSINESS DAY)

Additional Notes (optional):

Authorized Representative Name: Jon A. Nowinski

Title: PRESIDENT

Signature: [Signature] Date: 4/22/26

Home of New Vision Contact Person: Dave MILOSH

Phone: 517-34-9276 Email: DMilosh@homeofnewvision.org

Thank you for supporting Home of New Vision and our mission to strengthen recovery and community wellness.

BOARD OF DIRECTORS

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Julie Greene, Secretary

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Carl Christenson
Suzie Antonow



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Special Event Application: Overdose Awareness Day Event

Recommendation:

Approve a request from the Home of New Vision to host the Overdose Awareness Day Event on August 31, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Overdose Awareness Day Event.

I recommend approval of the Special Event Application for the Overdose Awareness Day Event. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: May 19, 2026

RECOMMENDATION:

Approve a request from the Home of New Vision to host the Overdose Awareness Day Event on August 31, 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 IMPACT	APPROVAL	DENIAL	ECONOMIC
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		\$400.00
		TOTAL	\$400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Home of New Vision to host the Overdose Awareness Day Event on August 31, 2026, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Overdose Awareness Day

By: _____	Date: _____
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

■ **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:
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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****

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:

***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:

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

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Jackson Jackson Downtown Development Authority</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.



www.homeofnewvision.org | p. 734-975-1602 | f. 734-975-1604
3115 Professional Drive Ann Arbor, MI 48104

Parking Lot Use Permission

Home of New Vision respectfully requests permission to use designated parking lot space owned or managed by the businesses listed below for scheduled Home of New Vision community events. This letter serves as documentation of approval or non-approval for each specific event and date.

Home of New Vision agrees to comply with all reasonable property requirements and will ensure the parking area is left clean and free of damage following each event. Proof of insurance can be provided upon request.

Business Name: GERALD R POTTS

Business Address: 507 W. MICHIGAN AVE

Please indicate your decision for each event by selecting Yes or No.

Event Name	Event Date	Time	Permission
Family Fun Day	7-25-26	12-4pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Overdose Awareness	8-31-26	2pm-7pm	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Recovery Walk	9-12-26	11-3pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Additional Notes (optional):

Authorized Representative Name: GERALD POTTS

Title: OWNER

Signature: [Signature] Date: 4/20/26

Home of New Vision Contact Person: Dave Milosh

Phone: 517-314-9276 Email: D.Milosh@homeofnewvision.org

Thank you for supporting Home of New Vision and our mission to strengthen recovery and community wellness.

BOARD OF DIRECTORS

John Reiser
David Shand
Nora Hamouda

Glynis Anderson, Interim CEO
Marci Scalera, President
Becky Mayo, Vice President
Julie Greene, Secretary

Courtney Atsalakis
Carl Christenson
Suzie Antonow



www.homeofnewvision.org | p. 734-975-1602 | f. 734-975-1604
3115 Professional Drive Ann Arbor, MI 48104

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Home of New Vision agrees to comply with all reasonable property requirements and will ensure the parking area is left clean and free of damage following each event. Proof of insurance can be provided upon request

Business Name: Lally Group

Business Address: 110 1st Str Jackson

Please indicate your decision for each event by selecting Yes or No.

Event Name	Event Date	Time	Permission
Family Fun Day	7-25-26	12-4pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Overdose Awareness	8-31-26	2pm-7pm	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Recovery Walk	9-12-26	11-3pm	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

(SORRY BUT THIS IS A BUSINESS DAY)

Additional Notes (optional):

Authorized Representative Name: Jon A. Nowinski

Title: PRESIDENT

Signature: [Signature] Date: 4/22/26

Home of New Vision Contact Person: Dave MILOSH

Phone: 517-34-9276 Email: DMilosh@homeofnewvision.org

Thank you for supporting Home of New Vision and our mission to strengthen recovery and community wellness.

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Carl Christenson
Suzie Antonow



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Special Event Application: Paws in the Park

Recommendation:

Approve a request from the Cascades Human Society to host Paws in the Park on May 30, 2026, in downtown Jackson.

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

I recommend approval of the Special Event Application for Paws in the Park. Your consideration and concurrence is appreciated.

JACKSON

Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: May 19, 2026

RECOMMENDATION:

Approve a request from the Cascades Human Society to host Paws in the Park on May 30, 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 IMPACT	APPROVAL	DENIAL	ECONOMIC
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		\$350.00
		TOTAL	\$350.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: 15 foot stage

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Cascades Human Society to host Paws in the Park on May 30, 2026, in downtown Jackson.



ATTACHMENTS

- 1. SEA-Paws in the Park



By: M. Evans	Date: 5/5/26
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*

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: **Paws in the Park**

Sponsoring Organization Legal Name : **Cascades Humane Society**

Street Address : **1515 Carmen Drive Jackson, MI 49202**

Tax ID# : **38-1781494**

Website : **www.chspets.org**

Contact Name 1 : **Hayley Golightly**

Email: **hgolightly@chspets.org**

Phone: **5177877387**

Contact Name 2 : **Stefanie Riggs**

Email: **sriggs@chspets.org**

Phone: **5177877387**

Contact Name/Phone# During Event: **Hayley Golightly 2695989707**

Event Details

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

May 30

8am

10am

1pm

2pm

Has this event occurred before? Yes No If yes, how many previous years? **9**

What is the expected attendance? **100+**

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

Paws in the Park is a dog/family friendly event. 5k run and walk with a foam party to conclude the race!

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 [Cascades Park](#)

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:

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		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? **electrical for foam party company**

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? 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? **10**

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: **right by start and finish - tbd area***

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:

we want our start/finish to be in the parking lot by Kibby & Denton. Is there a way to have this cleared for day of 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.

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 - 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>
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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.

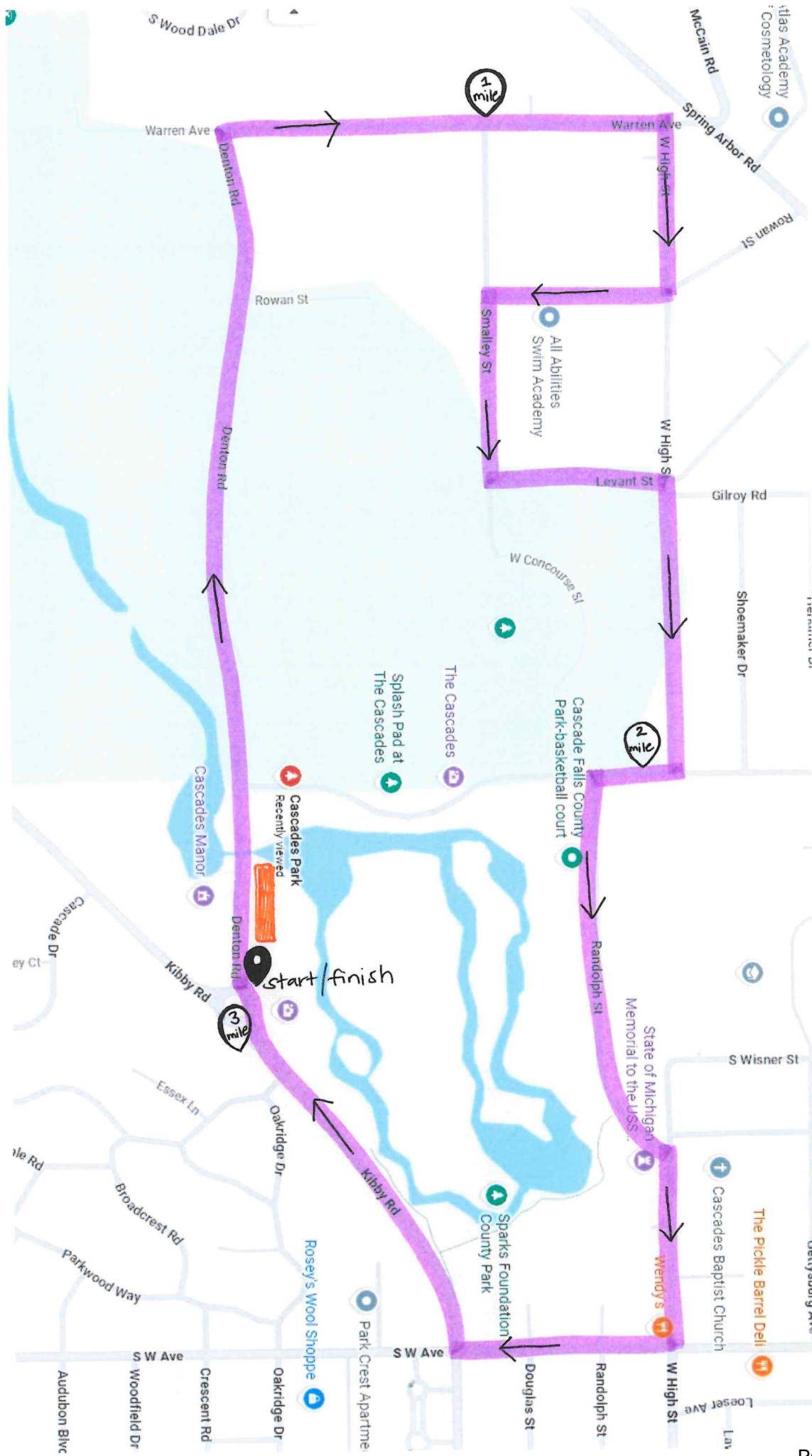
Special Event Application

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: **Hayley Golightly**

Date: **05/05/2026**



 vendor location
 race route



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Resolution — Charter Amendment making the Office of City Treasurer a City Council-appointed position

Recommendation:

Adopt a Resolution approving a proposed Charter Amendment making the Office of City Treasurer a City Council-appointed position, as opposed to elected, and direct the City Attorney to submit the Resolution and proposed ballot language to the Office of Attorney General and Governor of the State of Michigan for approval for the November 3, 2026 general election.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Matt Hagerty, City Attorney

DATE: May 19, 2026

RECOMMENDATION: Have City Council adopt a Resolution approving a proposed Charter Amendment making the Office of City Treasurer a City Council-appointed position, as opposed to elected, and direct the City Attorney to submit the Resolution and proposed ballot language to the Office of Attorney General and Governor of the State of Michigan for approval for the November 3, 2026 general election.

ISSUE STATEMENT

At its August 19, 2025 meeting, the City Council directed by motion the City Attorney to prepare a proposed charter amendment making the office of City Treasurer a City Council-appointed position, as opposed to elected from the city at large. In preparation for the upcoming November 2026 election and in accordance with Michigan's Home Rule City Act, MCL 117.21(1), a proposed Resolution must be adopted by a three-fifths vote of City Council. The Resolution sets forth the proposed amendments to the relevant sections of the City Charter, as well as the ballot language voters will see on their November ballots. My office has engaged in a preliminary review of the proposed Resolution by the Office of Attorney General, Elections & Municipal Affairs Division, who has informally approved the language. Once City Council adopts the Resolution, the next step in the process is the final review/approval of the ballot language by the Office of Attorney General and then final Gubernatorial approval by Gov. Whitmer based on the recommendation. Once approved, the ballot language can be submitted to the county clerk for inclusion on the November 2026 ballot.

DESCRIBE THE CONSEQUENCES

The current term of the City Treasurer expires on December 1, 2028 at 10:00 a.m. Accordingly, if the Charter amendment is adopted, whoever wins the seat for City Treasurer at the November 2026 general election will hold office until the expiration of that term in 2028. If the Charter amendment is adopted by a majority of the electors of the City, then after December 1, 2028 the Office of City Treasurer becomes a City Council-appointed position. If the Charter amendment fails, the office remains an elected position going forward and candidates for that office would then appear on the November 2028 ballot. If the proposed charter amendment is rejected at the November 2026 election, the amendment shall not be resubmitted for a period of 2 years. MCL 117.21(3)

OWNERSHIP

Adoption of the Resolution, as previously directed by City Council, permits the proposed Charter amendment process to move forward to the state level for internal review and approval.

SOLUTION

Upon City Council adoption of the resolution (by at least 5 of 7 Councilmembers), my office will transmit the signed Resolution to the Governor's Office and Office of Attorney General to commence the formal approval process. Once approved, the ballot language will be submitted by the City Clerk to the Jackson County Clerk's Office for ballot printing and the final decision of the voters on November 3, 2026.

FACILITATE IMPLEMENTATION

Adopt a Resolution approving a proposed Charter Amendment making the Office of City Treasurer a City Council-appointed position, as opposed to elected, and direct the City Attorney to submit the Resolution and proposed ballot language to the Office of Attorney General and Governor of the State of Michigan for approval for the November 3, 2026 general election.

ATTACHMENTS

1. Resolution - Jackson City Treasurer, Elected to Appointed

CITY OF JACKSON, MICHIGAN

**RESOLUTION APPROVING
CHARTER AMENDMENT
AND THE BALLOT LANGUAGE FOR
CHARTER AMENDMENT**

Section 21(1) of the Home Rule City Act (HRCA), MCL 117.21(1), authorizes a city council to adopt a resolution proposing to amend the city charter by a three-fifths vote of its members-elect, and the resolution proposing to amend the city charter must set forth the exact wording of the proposed amendment to be submitted to the city voters for approval at a regular or special election, and;

The resolution must set forth the ballot language for the proposed charter amendment, with each proposal being limited to a single subject, and if the subject of a proposal includes more than one related proposition, each proposition shall be separately stated as a ballot proposal to afford an opportunity for a separate vote of the city voters for or against each proposition, and;

Section 21(2) of the HRCA, MCL 117.21(2), requires that the ballot language for the submission to the city voters of each proposed amendment, including any separate statement of purpose, shall be limited to 100 words, exclusive of caption, shall be a fair and impartial statement of the purpose of the amendment, and shall not create prejudice for or against the proposed amendment.

BE IT RESOLVED, the Jackson City Council adopts with an affirmative vote of at least 3/5 of its members (5 of 7) the suggested changes to the Charter as specified below:

CHARTER AMENDMENT PROPOSAL

The Jackson City Charter shall be amended as follows:

1. **Section 5.3. Other Requirements for Nominating Petitions.**

- (1) It shall be unlawful for an elector to sign petitions for more than one candidate for the same city office.
- (2) Candidates for mayor shall submit a valid nominating petition with a minimum of 100 and a maximum of 150 signatures of qualified electors of the City of Jackson.
- (3) Candidates for the council shall submit a valid nominating petition with a minimum of 50 and a maximum of 75 signatures of qualified electors from the ward from which nomination is sought.
- (4) The clerk shall validate all nominating petitions for elective city office. The clerk shall, within five (5) business days, notify a candidate when a nominating petition does not meet the requirements of this article.
- (5) When a candidate files a nominating petition, the candidate shall file an affidavit provided by the clerk in which the candidate attests to:

-
- A. Identity
 - B. Residency in the city or ward
 - C. Status as not in default to the city.
- (6) A person circulating nominating petitions for a candidate shall be a registered elector of the city.

The current charter section being altered by this amendment provides as follows:

Section 5.3. Other Requirements for Nominating Petitions.

- (1) It shall be unlawful for an elector to sign petitions for more than one candidate for the same city office.
- (2) Candidates for mayor and city treasurer shall submit a valid nominating petition with a minimum of 100 and a maximum of 150 signatures of qualified electors of the City of Jackson.
- (3) Candidates for the council shall submit a valid nominating petition with a minimum of 50 and a maximum of 75 signatures of qualified electors from the ward from which nomination is sought.
- (4) The clerk shall validate all nominating petitions for elective city office. The clerk shall, within five (5) business days, notify a candidate when a nominating petition does not meet the requirements of this article.
- (5) When a candidate files a nominating petition, the candidate shall file an affidavit provided by the clerk in which the candidate attests to:

- A. Identity
- B. Residency in the city or ward
- C. Status as not in default to the city.

(6) A person circulating nominating petitions for a candidate shall be a registered elector of the city.

2. Section 7.1. Elected Officials.

The officials of the city shall be the mayor and members of the council. Officials shall take office at 10 a.m. on the first day of December following their election.

- (1) The mayor shall be nominated and elected at large for a term of two years.

(2) [There shall be elected] three City Council members, one in each wards 2, 4 and 6 for a term of two years, and three City Council members in Wards 1, 3 and 5 for a term of four years.

In each succeeding odd-year election*, the Mayor shall be elected for a two year term and City Council members shall be elected to four year terms to the seats which have terms expiring.

*(amended to even-year election by Resolution No. 2023-17, 3-21-23, eff. 1-1-26)

The current charter section being altered by this amendment provides as follows:

Section 7.1. Elected Officials.

The officials of the city shall be the mayor, members of the council, and the treasurer. Officials shall take office at 10 a.m. on the first day of December following their election.

(1) The mayor shall be nominated and elected at large for a term of two years.

(2) [There shall be elected] three City Council members, one in each wards 2, 4 and 6 for a term of two years, and three City Council members in Wards 1, 3 and 5 for a term of four years.

(3) The treasurer shall be nominated and elected at large for a term of four years.

In each succeeding odd-year election*, the Mayor shall be elected for a two year term and City Council members shall be elected to four year terms to the seats which have terms expiring.

*(amended to even-year election by Resolution No. 2023-17, 3-21-23, eff. 1-1-26)

3. **Section 7.4. Qualifications for Elective Office.**

The mayor shall be a registered elector of the city who has resided in the city at least one full year prior to election. Council members shall be registered electors of the wards where they are elected for at least one full year prior to election. Officials shall maintain their residence within the city and their ward, where applicable, during their terms of office.

The current charter section being altered by this amendment provides as follows:

Section 7.4. Qualifications for Elective Office.

The mayor and treasurer shall be registered electors of the city who have resided in the city at least one full year prior to election. Council members shall be registered electors of the wards where they are elected for at least one full year prior to election. Officials shall

maintain their residence within the city and their ward, where applicable, during their terms of office.

4. **Section 7.10. Filling Vacancies.**

Except in case of recall, or as otherwise provided in this charter, vacancies in elective office of the city, except in the office of the Mayor, shall be filled by a vote of the electors at the next general election for which the candidate has an opportunity to participate in a city wide primary election. The City Council shall appoint an interim councilmember within 60 days of the vacancy who shall serve until the election of a new councilmember.

The current charter section being altered by this amendment provides as follows:

Section 7.10. Filling Vacancies.

Except in case of recall, or as otherwise provided in this charter, vacancies in elective office of the city, except in the office of the Mayor, shall be filled by a vote of the electors at the next general election for which the candidate has an opportunity to participate in a city wide primary election. The City Council shall appoint an interim councilmember or treasurer within 60 days of the vacancy who shall serve until the election of a new councilmember or treasurer.

5. **Section 11.5. City Treasurer.**

The treasurer shall be appointed by the council, and shall serve at the pleasure of the council. The treasurer shall appoint, subject to council confirmation, the deputy treasurer. The treasurer shall have custody of city funds, money and securities, and be responsible for the deposit and safekeeping of city funds, money and securities. The treasurer shall be the income tax administrator of the city, and shall have all powers for the collection of taxes, including city income taxes, as provided by law.

The current charter section being altered by this amendment provides as follows:

Section 11.5. City Treasurer.

The treasurer shall be elected by the voters pursuant to this charter. The treasurer shall appoint, subject to council confirmation, the deputy treasurer. The treasurer shall have custody of city funds, money and securities, and be responsible for the deposit and safekeeping of city funds, money and securities. The treasurer shall be the income tax administrator of the city, and shall have all powers for the collection of taxes, including city income taxes, as provided by law.

The ballot language for the proposed amendment shall be as follows:

CITY OF JACKSON CHARTER AMENDMENT PROPOSAL – SECTIONS 5.3, 7.1, 7.4, 7.10, AND 11.5 - CITY TREASURER

Currently, the City treasurer is elected from the City at large. This amendment would make the treasurer position a City Council appointed position effective as of December 1, 2028, which is the expiration of the current City treasurer term of office. Shall Sections 5.3, 7.1, 7.4, 7.10 and 11.5 of the Jackson City Charter be amended to make the elected office of treasurer a City Council appointed position effective December 1, 2028, which appointee shall serve at the pleasure of City Council after that date?

[] Yes

[] No

BE IT FURTHER RESOLVED, that the current term of the office of City Treasurer expires on December 1, 2028, which term shall not be shortened by adoption of this resolution.

BE IT FURTHER RESOLVED, that the City Clerk shall immediately transmit upon approval a certified copy of this resolution to the Jackson County Clerk; a certified copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment; and a certified copy of this resolution to the Attorney General of the State of Michigan for approval of the proposed ballot language for the proposed amendment.

BE IT FURTHER RESOLVED, that the proposed amendment shall be submitted to the qualified electors of the City of Jackson at the general election to be held in the City on November 3, 2026, and the City Clerk is directed to give notice of the election and notice of registration in a manner prescribed by law and to do all things and to provide all supplies necessary to submit the Charter amendment to a vote of the electors as required by law.

BE IT FURTHER RESOLVED, that the proposed charter amendment shall be published in full, together with the existing charter provision amended as required by law.

Moved by:		
Seconded by:		
Ayes:		

Nays:		
Absent:		
Abstained:		
Motion carried.		

I, Andrea Muray, Clerk of the City of Jackson, certify that the foregoing is a true and compared copy of a resolution duly adopted by the Jackson City Council at a meeting held on May 19, 2026.

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Resolution — Annual Budget for Fiscal Year 2026/2027

Recommendation:

Adoption of the Annual Budget Resolution for Fiscal Year 2026/2027 and authorize the Mayor and City Clerk to sign the 2026 Tax Rate Request (form L-4029).

I've attached a memo from Heather Ehnis, Finance Director, regarding the adoption of the Annual Budget Resolution for Fiscal Year 2026/2027.

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

JACKSON

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DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: May 19, 2026

RECOMMENDATION: Adoption of the Annual Budget Resolution for Fiscal Year 2026/2027 and authorize the Mayor and City Clerk to sign the 2026 Tax Rate Request (form L-4029).

ISSUE STATEMENT

The Annual Budget Resolution for fiscal year 2026/2027 is attached for adoption at the May 19th City Council meeting.

The Annual Budget Resolution:

1. Adopts the fiscal year 2026/2027 budget for all City funds (except for the CDBG and HOME funds, which are adopted separately);
2. Amends the current fiscal year 2025/2026 budget to those amounts projected; and
3. Orders the levy of the City tax rates on the taxable value of all property classes for tax year 2026.

DESCRIBE THE CONSEQUENCES

Section 13.3 of the City Charter requires that the City Manager "shall prepare and submit to the mayor and city council, on or before the first regular meeting of May each year, a recommended annual budget covering the next fiscal year." The City Council's responsibilities, as provided by City Charter 13.4 and 13.5 are as follows:

- A. To hold a public hearing on the recommended budget, notice of which shall be published at least five days prior to the hearing (*Notice of the Public Hearing was published 4/20/2026; the Public Hearing was held 5/5/2026*).
- B. No sooner than seven (7) days after the public hearing, but not later than May 31st, adopt, by resolution, the annual budget for the next fiscal year (*adoption of this Resolution on May 19th will meet this requirement*).
- C. *Publish the annual budget resolution, as adopted, on or before July 1st of each year.*

OWNERSHIP

The Annual Budget Resolution submitted for adoption includes Attachment A, a revenue summary, and Attachment B, an expenditure summary, which are contained in the City Manager's "Proposed Budget for the Fiscal Year Ended June 30, 2027" online budget book.

SOLUTION

Adoption of the Annual Budget Resolution by the City Council at the May 19th City Council meeting will meet the requirements of the City Charter and the State of Michigan.

FACILITATE IMPLEMENTATION

I recommend adoption of the Proposed Budget Resolutions for Fiscal Year 2026/2027 and authorize the Mayor and City Clerk to sign the 2026 Tax Rate Request (form L-4029).

ATTACHMENTS

1. Annual Budget Resolution FY 2027
2. Annual Budget Resolution FY 2027 - Attachment A
3. Annual Budget Resolution FY 2027 - Attachment B
4. 2026 L-4029

ANNUAL BUDGET RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, prior to the first regular council meeting in May, the City Manager has submitted to the City Council an estimate of the revenues and expenditures of the City of Jackson for the period from July 1, 2026, through June 30, 2027, from detailed information furnished to them by the several departments of the City, and has made recommendations as to the amounts to be appropriated to each of the various funds provided for in the City Charter, and

WHEREAS, the City Council has prepared an Annual Budget for said period which is annexed hereto, and held a duly scheduled public hearing at least seven days prior to the consideration of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Annual Budget of the City for the period from July 1, 2026, to June 30, 2027, including Attachment A, revenue summary, and Attachment B, expense summary, representing the various budgetary centers as defined by P.A. 621 of 1978, as last amended, is hereby adopted;

BE IT FURTHER RESOLVED, that the current fiscal year 2025/26 budget be amended to those amounts reflected in the 2025/26 Projected column as contained in those Attachments A and B.

BE IT FURTHER RESOLVED, that it is ordered that an ad valorem property tax as set forth below be levied upon the taxable valuation of all taxable real and personal property in the City of Jackson, which is estimated to be \$867,432,459.

BE IT FURTHER RESOLVED, that it is ordered that a tax as set forth below be levied upon the taxable valuation of all industrial property qualified under Act 198 of 1974, property qualified under the Neighborhood Enterprise Zone classification, property qualified under the Land Bank Authority classification, qualified under the Renaissance Zone classification and property qualified under the Obsolete Property Rehabilitation Act (O.P.R.A.) in the City of Jackson, which is estimated to be \$902,202.

General Operating	6.6513 mills
Public Improvements	1.9002 mills
City Hall Debt	.6699 mills
State Act 345 Police and Fire Pension	<u>7.0250 mills</u>
	<u>16 2464 mills</u>

* * * * *

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 19th day of May, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 19th day of May, 2026.

_____ City Clerk

Attachment A
Revenue Summary for Fiscal Year 2026/27

	2023/24 Actual	2024/25 Actual	2025/26 Budget	2025/26 Projected	2026/27 Proposed	2026/27 Adopted
101 General Fund						
Property taxes	11,065,371	11,542,059	11,853,075	11,804,965	11,600,444	11,600,444
Income taxes	11,020,164	10,401,384	11,100,000	11,700,000	11,800,000	11,800,000
Licenses and permits	329,427	302,829	342,015	273,510	256,515	256,515
Federal grants	2,227,022	1,950,101	207,860	231,612	140,501	140,501
State grants	201,016	297,531	191,000	3,215,215	1,662,000	1,662,000
State revenue sharing	5,633,331	5,809,347	5,953,956	5,756,723	5,677,488	5,677,488
Charges for goods and services	1,340,064	1,522,972	1,447,377	1,624,231	1,491,825	1,491,825
Fines and forfeits	173,290	304,135	384,920	288,263	330,400	330,400
Investment income	745,821	754,787	660,000	565,000	660,000	660,000
Proceeds from sale of capital assets	461,899	1,657,631	30,000	42,355	30,000	30,000
Contributions from local units	12,144	12,324	12,500	12,500	12,500	12,500
Contributions from other funds	501,883	403,377	533,327	1,263,153	787,000	787,000
Miscellaneous	428,330	588,847	283,192	409,033	203,908	203,908
	34,139,762	35,547,324	32,999,222	37,186,560	34,652,581	34,652,581
102 Budget Stabilization Fund						
Investment income	81,677	79,831	50,000	60,000	50,000	50,000
	81,677	79,831	50,000	60,000	50,000	50,000
151 Cemetery Perpetual Maintenance						
Charges for goods and services	28,602	29,116	20,000	25,000	25,000	25,000
Investment income	110,393	110,970	25,000	85,800	86,000	86,000
	138,995	140,086	45,000	110,800	111,000	111,000
155 Ella W. Sharp Endowment						
Fines and forfeits	33,084	36,399	30,000	36,590	35,000	35,000
Investment income	29,215	28,012	2,500	2,725	2,225	2,225
	62,299	64,411	32,500	39,315	37,225	37,225
160 Lloyd E. Mount Endowment						
Fines and forfeits	7,061	9,409	5,000	10,000	8,000	8,000
Investment income	8,815	6,929	100	10	10	10
	15,876	16,338	5,100	10,010	8,010	8,010
202 Major Street						
Federal & State grants	2,856,588	6,187,247	15,255,170	17,532,336	5,552,079	5,552,079
State revenue sharing	3,919,198	4,261,770	3,771,876	3,991,827	3,990,880	3,990,880
Licenses and permits	153,842	168,184	122,000	150,000	150,000	150,000
Contributions from local units	17,013	17,803	15,000	15,000	15,000	15,000
Investment income	22,243	15,830	1,500	1,500	1,500	1,500
Miscellaneous	37,929	86,601	18,000	27,500	27,500	27,500
Contributions from other funds	1,901,293	1,801,344	2,230,444	3,053,202	1,850,667	1,850,667
	8,908,106	12,538,779	21,413,990	24,771,365	11,587,626	11,587,626
203 Local Street						
State revenue sharing	1,148,488	1,204,133	870,000	923,000	941,000	941,000
Investment income	130,338	70,854	32,585	20,000	20,000	20,000
Contributions from other funds	336,524	0	322,147	1,074,855	280,000	280,000
	1,615,350	1,274,987	1,224,732	2,017,855	1,241,000	1,241,000
208 Ella W. Sharp Park Operating						
General	601,477	632,798	664,350	737,643	734,850	734,850
Golf practice center	43,197	59,369	57,500	58,962	61,750	61,750
Sharp Park mini-golf course	67,620	91,845	105,000	105,000	105,000	105,000
Parks & facilities maintenance	317,045	424,680	378,600	350,325	350,235	350,235
	1,029,339	1,208,692	1,205,450	1,251,930	1,251,835	1,251,835
213 Opioid Settlement Fund						
Miscellaneous	163,553	72,009	0	81,689	78,495	78,495
Contributions from other funds	0	0	0	0	125,529	125,529
	163,553	72,009	0	81,689	204,024	204,024
218 Affordable Housing Development						
Federal & State grants	981,591	830,708	1,802,646	1,146,101	1,058,346	1,058,346
Miscellaneous	0	5	0	16,054	0	0
Contributions from other funds	2,313	66,581	37,500	0	0	0
	983,904	897,294	1,840,146	1,162,155	1,058,346	1,058,346

	2023/24 Actual	2024/25 Actual	2025/26 Budget	2025/26 Projected	2026/27 Proposed	2026/27 Adopted
234 HCDF MICH Grant Fund						
State grants	0	7,546	859,000	880,000	0	0
	0	7,546	859,000	880,000	0	0
245 Public Improvement						
Property taxes	1,358,770	1,444,961	1,491,500	1,516,090	1,585,000	1,585,000
Investment income	76,620	72,089	40,000	58,000	50,000	50,000
Miscellaneous	0	0	16,667	0	0	0
	1,435,390	1,517,050	1,548,167	1,574,090	1,635,000	1,635,000
246 Cortland St. Redevelopment Projects						
Federal & State grants	1,250,251	2,343,637	0	17,561	0	0
Investment income	10,011	5,934	2,500	6,500	0	0
	1,260,262	2,349,571	2,500	24,061	0	0
249 Building Department						
Licenses, permits & fees	707,788	650,385	523,000	544,990	527,500	527,500
Charges for goods and services	-2,687	2,099	2,500	2,500	2,500	2,500
Investment income	44,269	42,980	13,000	31,870	33,000	33,000
Miscellaneous	20	4,219	0	35,604	35,000	35,000
	749,390	699,683	538,500	614,964	598,000	598,000
251 Housing Code Enforcement						
Charges for goods and services	1,131,183	479,589	1,165,000	1,179,818	1,069,000	1,069,000
Investment income	51,956	38,833	15,000	25,000	25,000	25,000
Miscellaneous	65,667	57,447	51,000	55,457	58,000	58,000
	1,248,806	575,869	1,231,000	1,260,275	1,152,000	1,152,000
252 Building Demolitions						
Federal & State grants	0	0	2,970,000	2,216,642	0	0
Investment income	8,585	7,812	2,500	8,000	8,000	8,000
Miscellaneous	185,017	258,718	100,000	100,000	100,000	100,000
Contributions from other funds	193,402	95,050	400,000	400,000	0	0
	387,004	361,580	3,472,500	2,724,642	108,000	108,000
265 Drug Law Enforcement						
Investment income	2,085	2,586	0	0	0	0
Miscellaneous	52,173	500	50,000	25,000	25,000	25,000
	54,258	3,086	50,000	25,000	25,000	25,000
272 SAFER Grant						
Federal & State grants	484,018	351,748	0	0	0	0
	484,018	351,748	0	0	0	0
273 Project Safe Neighborhood Grant						
Federal & State grants	140,654	75,560	126,680	136,605	106,343	106,343
	140,654	75,560	126,680	136,605	106,343	106,343
275 Byrne JAG Grant						
Federal & State grants	23,202	40,371	0	40,156	0	0
	23,202	40,371	0	40,156	0	0
279 American Rescue Plan Act						
Federal & State grants	12,555	0	0	0	0	0
Contributions from other funds	0	0	5,000	0	0	0
	12,555	0	5,000	0	0	0
280 Housing Stability Fund						
Federal & State grants	0	274,848	595,000	690,000	560,000	560,000
	0	274,848	595,000	690,000	560,000	560,000
285 EPA Brownfield Assessment Grant						
Federal & State grants	246,782	159,947	30,000	93,271	0	0
	246,782	159,947	30,000	93,271	0	0
295 Special Assessment Relief						
Investment income	0	0	0	10,000	10,000	10,000
Contributions from other funds	0	0	0	500,000	500,000	500,000
	0	0	0	510,000	510,000	510,000
296 Recreation Activity						
Charges for goods and services	330,903	632,512	496,500	791,500	545,000	545,000
Investment income	22,839	24,491	25,000	25,000	25,000	25,000
	353,742	657,003	521,500	816,500	570,000	570,000
297 JPS Recreation Millage Program						
Contributions from local units	718,385	764,163	1,200,000	1,200,000	1,200,000	1,200,000
Investment income	11,788	13,909	20,000	20,000	20,000	20,000
	730,173	778,072	1,220,000	1,220,000	1,220,000	1,220,000

	2023/24 Actual	2024/25 Actual	2025/26 Budget	2025/26 Projected	2026/27 Proposed	2026/27 Adopted
308 2020 Capital Imp. Bonds Debt Service						
Contributions from other funds	223,788	223,791	223,713	223,713	223,552	223,552
	223,788	223,791	223,713	223,713	223,552	223,552
352 2017 MI Trans. Fund Bonds Debt Service						
Contributions from other funds	762,068	761,885	761,341	761,341	760,435	760,435
	762,068	761,885	761,341	761,341	760,435	760,435
353 2024 MI Trans. Fund Bonds Debt Service						
Contributions from other funds	0	470,833	473,000	473,001	472,750	472,750
	0	470,833	473,000	473,001	472,750	472,750
367 2021 City Hall Refunding Debt Service						
Property taxes	767,963	790,702	578,000	623,500	613,000	613,000
Investment income	40,685	36,075	10,000	25,000	10,000	10,000
	808,648	826,777	588,000	648,500	623,000	623,000
385 2016 Capital Imp. Bonds Debt Service						
Contributions from other funds	145,569	145,743	146,632	146,632	0	0
	145,569	145,743	146,632	146,632	0	0
386 2018 Capital Imp. Bonds Debt Service						
Contributions from other funds	1,419,000	1,400,250	1,405,250	1,405,250	0	0
	1,419,000	1,400,250	1,405,250	1,405,250	0	0
388 2026 Cap. Imp. Refunding Bonds Debt Service						
Contributions from other funds	0	0	0	8,446,382	1,116,005	1,116,005
	0	0	0	8,446,382	1,116,005	1,116,005
389 2017 BRA TIF Refunding Debt Service						
Contributions from other funds	420,144	1,764,600	1,823,416	1,823,416	1,889,592	1,889,592
	420,144	1,764,600	1,823,416	1,823,416	1,889,592	1,889,592
391 2021 BRA TIF Refunding Debt Service						
Contributions from other funds	791,838	38,592	38,593	38,593	38,593	38,593
	791,838	38,592	38,593	38,593	38,593	38,593
394 2001 DDA TIF Debt Service						
Contributions from other funds	2,881,823	3,032,402	3,190,825	3,190,825	0	0
	2,881,823	3,032,402	3,190,825	3,190,825	0	0
395 2019 DDA TIF Refunding Debt Service						
Contributions from other funds	208,365	207,157	205,949	205,949	1,394,741	1,394,741
	208,365	207,157	205,949	205,949	1,394,741	1,394,741
401 Capital Projects						
Investment income	0	7,287	500	500	0	0
Miscellaneous	0	0	675,000	675,000	0	0
Contributions from other funds	892,164	486,755	1,003,520	855,000	78,520	78,520
	892,164	494,042	1,679,020	1,530,500	78,520	78,520
402 Water Equipment & Replacement						
Federal & State grants	367,950	0	0	608,046	0	0
Investment income	489,012	682,774	366,205	76,512	57,383	57,383
Miscellaneous	0	0	0	50,000	50,000	50,000
Contributions from other funds	4,817,453	6,604,700	15,606,253	11,527,318	10,429,922	10,429,922
	5,674,415	7,287,474	15,972,458	12,261,876	10,537,305	10,537,305
403 Lead Service Line Replacement						
Federal & State grants	490,134	106,779	683,974	1,253,600	313,837	313,837
Investment income	133,112	168,213	83,062	83,062	49,300	49,300
Contributions from other funds	1,622,506	1,671,185	1,836,075	423,600	177,000	177,000
	2,245,752	1,946,177	2,603,111	1,760,262	540,137	540,137
404 Sanitary Sewer Maintenance						
Investment income	51	4	0	0	0	0
Contributions from other funds	303,969	497,430	462,407	420,329	311,895	311,895
	304,020	497,434	462,407	420,329	311,895	311,895
405 Sanitary Sewer Replacement						
Investment income	241,033	249,954	115,818	99,260	59,556	59,556
Contributions from other funds	2,467,570	2,156,633	3,728,897	2,209,281	1,340,286	1,340,286
	2,708,603	2,406,587	3,844,715	2,308,541	1,399,842	1,399,842
406 Wastewater Equipment Replacement						
Federal & State grants	4,499,640	282,131	0	0	0	0
Investment income	254,004	277,397	129,565	103,652	51,826	51,826
Miscellaneous	0	0	0	75,000	0	0
Contributions from other funds	1,535,528	758,864	343,827	494,020	10,379,432	10,379,432
	6,289,172	1,318,392	473,392	672,672	10,431,258	10,431,258
407 2022 Sewer System Project Construction						
Contributions from other funds	5,184,425	3,760,751	0	833,162	0	0
	5,184,425	3,760,751	0	833,162	0	0

	2023/24 Actual	2024/25 Actual	2025/26 Budget	2025/26 Projected	2026/27 Proposed	2026/27 Adopted
409 2022 Water System Project Construction						
Contributions from other funds	2,205,577	4,476,782	7,071,428	9,561,145	0	0
	<u>2,205,577</u>	<u>4,476,782</u>	<u>7,071,428</u>	<u>9,561,145</u>	<u>0</u>	<u>0</u>
410 2024 Water System Project Construction						
Contributions from other funds	0	2,236,428	2,545,763	3,308,572	0	0
	<u>0</u>	<u>2,236,428</u>	<u>2,545,763</u>	<u>3,308,572</u>	<u>0</u>	<u>0</u>
418 2026 Water System Project Construction						
Contributions from other funds	0	0	0	126,865	4,007,700	4,007,700
	<u>0</u>	<u>0</u>	<u>0</u>	<u>126,865</u>	<u>4,007,700</u>	<u>4,007,700</u>
426 2024 MTF Bonds Construction						
Investment income	27,777	140,466	25,000	25,000	0	0
Other financing sources	3,946,916	0	0	0	0	0
	<u>3,974,693</u>	<u>140,466</u>	<u>25,000</u>	<u>25,000</u>	<u>0</u>	<u>0</u>
427 2026 Capital Improvement Bond Construction						
Other financing sources	0	0	0	19,000,000	0	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>19,000,000</u>	<u>0</u>	<u>0</u>
488 MLK Corridor Improvement Authority						
Federal & State grants	689,202	613,551	1,610,250	1,908,500	2,268,127	2,268,127
Property taxes	12,113	30,737	50,000	42,441	60,000	60,000
Miscellaneous	0	0	0	0	150,000	150,000
Contributions from other funds	210,000	100,000	75,000	175,000	120,000	120,000
	<u>911,315</u>	<u>744,288</u>	<u>1,735,250</u>	<u>2,125,941</u>	<u>2,598,127</u>	<u>2,598,127</u>
489 Brownfield Redevelopment Authority						
Property taxes	1,668,627	1,650,650	1,743,770	1,741,040	1,726,689	1,726,689
Federal & State grants	46,008	243,841	0	250,000	0	0
Investment income	92,469	76,254	40,000	40,000	40,000	40,000
Contributions from other funds	0	0	0	324,196	0	0
	<u>1,807,104</u>	<u>1,970,745</u>	<u>1,783,770</u>	<u>2,355,236</u>	<u>1,766,689</u>	<u>1,766,689</u>
494 Downtown Development Authority Project						
Property taxes	1,872,026	1,995,344	2,025,000	2,120,738	2,120,000	2,120,000
Investment income	1,838,846	1,818,426	200,100	235,100	200,100	200,100
	<u>3,710,872</u>	<u>3,813,770</u>	<u>2,225,100</u>	<u>2,355,838</u>	<u>2,320,100</u>	<u>2,320,100</u>
514 Auto Parking System						
Charges for goods and services	2,432	1,800	1,800	1,463	0	0
Investment income	7,795	5,675	1,500	2,415	1,500	1,500
Contributions from other funds	92,143	92,143	131,500	107,672	122,317	122,317
	<u>102,370</u>	<u>99,618</u>	<u>134,800</u>	<u>111,550</u>	<u>123,817</u>	<u>123,817</u>
518 Parking Assessment						
Charges for goods and services	165,432	197,470	308,325	289,314	295,500	295,500
Fines and forfeits	37,279	34,289	6,000	16,338	6,000	6,000
Investment income	61,987	52,182	1,500	1,596	1,500	1,500
Contributions from other funds	113,155	147,475	200,000	229,025	230,000	230,000
	<u>377,853</u>	<u>431,416</u>	<u>515,825</u>	<u>536,273</u>	<u>533,000</u>	<u>533,000</u>
519 Cooper/Francis Parking Decks						
Charges for goods and services	8,411	12,411	8,000	8,000	8,000	8,000
Investment income	32,029	26,141	7,000	7,000	7,000	7,000
	<u>40,440</u>	<u>38,552</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
590 Sewer						
Charges for goods & services	6,708,133	7,334,866	9,040,632	8,952,376	10,593,520	10,593,520
Federal & State grants	425,089	0	0	0	0	0
Fines and forfeits	83,988	85,930		92,642	96,348	96,348
Proceeds from sale of capital assets	0	3,705		10,000	0	0
Investment income	439,967	159,598	172,751	125,436	52,968	52,968
Miscellaneous	1,010,654	393,993	6,490	6,240	6,500	6,500
Special assessments	0	118		0	0	0
Other financing sources	0	0	0	833,162	0	0
Contributions from other funds	12,448,253	9,696,806	0	0	0	0
	<u>21,116,084</u>	<u>17,675,016</u>	<u>9,219,873</u>	<u>10,019,856</u>	<u>10,749,336</u>	<u>10,749,336</u>

	2023/24 Actual	2024/25 Actual	2025/26 Budget	2025/26 Projected	2026/27 Proposed	2026/27 Adopted
591 Water						
Charges for goods & services	13,619,684	14,379,463	14,502,719	15,162,888	16,313,224	16,313,224
Federal & State grants	2,205,577	7,506,685	10,677,310	10,505,588	2,526,750	2,526,750
Fines and forfeits	234,579	248,095	195,925	225,420	210,990	210,990
Proceeds from sale of capital assets	18,079	1,900	0	50,326	0	0
Investment income	1,190,296	806,017	249,600	499,200	374,400	374,400
Miscellaneous	3,511	580	0	334,591	0	0
Special assessments	0	191	0	0	0	0
Other financing sources	0	0	4,737,882	6,091,741	2,003,850	2,003,850
Contributions from other funds	5,401,112	13,842,251	449,462	441,048	494,947	494,947
	22,672,838	36,785,182	30,812,898	33,310,802	21,924,161	21,924,161
641 Public Works Administration						
Charges for goods & services	334,734	671,451	803,361	738,600	760,760	760,760
Investment income	29,060	8,989	15,725	9,460	4,250	4,250
Miscellaneous	0	311	0	0	0	0
	363,794	680,751	819,086	748,060	765,010	765,010
642 Engineering Administration						
Charges for goods and services	245,462	276,343	443,203	391,885	471,001	471,001
Investment income	12,695	7,253	6,740	2,996	2,996	2,996
Miscellaneous	3,230	0	0	0	0	0
	261,387	283,596	449,943	394,881	473,997	473,997
643 Local Site Remediation Revolving Fund						
Investment income	19,999	17,670	15,000	10,000	2,500	2,500
Contributions from other funds	61,479	54,589	67,700	65,090	89,787	89,787
	81,478	72,259	82,700	75,090	92,287	92,287
661 Motor Pool and Garage						
Federal & State grants	631,958	0	0	0	0	0
Charges for goods and services	275,944	235,759	210,001	209,785	193,644	193,644
Proceeds from sale of capital assets	68,381	46,883	0	396,000	0	0
Investment income	1,294,881	1,351,775	1,171,850	1,306,717	1,337,717	1,337,717
Miscellaneous	53,004	52,337	50,920	52,131	45,020	45,020
Contributions from other funds	0	140,000	200,000	0	0	0
	2,324,168	1,826,754	1,632,771	1,964,633	1,576,381	1,576,381
676 Workers Compensation						
Investment income	54,426	46,236	10,000	35,000	30,000	30,000
Contributions from other funds	184,185	175,645	170,000	178,200	175,000	175,000
	238,611	221,881	180,000	213,200	205,000	205,000
677 Self-Insured Healthcare						
Investment income	52,810	24,704	20,000	25,000	25,000	25,000
Contributions - city	4,779,714	5,356,858	6,100,000	5,995,000	6,700,000	6,700,000
Contributions - employees	924,988	989,973	1,000,000	1,099,000	1,000,000	1,000,000
	5,757,512	6,371,535	7,120,000	7,119,000	7,725,000	7,725,000
703 County & School Tax Collection						
Property taxes - GASB 84	30,015,313	30,523,195	34,000,000	34,000,000	34,000,000	34,000,000
Investment income	206,386	189,460	150,000	10,400	10,000	10,000
	30,221,699	30,712,655	34,150,000	34,010,400	34,010,000	34,010,000
731 Employees Retirement System						
Investment income	4,407,187	4,002,814	4,625,000	4,625,000	3,400,000	3,400,000
Employee contributions	733,822	717,589	600,000	600,000	630,000	630,000
Employer contributions	1,135,855	1,329,639	1,623,411	1,623,411	1,755,475	1,755,475
	6,276,864	6,050,042	6,848,411	6,848,411	5,785,475	5,785,475
732 Policemen's & Firemen's Pension						
Investment income	361,588	338,187	126,500	126,500	126,500	126,500
Contributions from General Fund	274,544	56,955	12,937	12,937	12,792	12,792
	636,132	395,142	139,437	139,437	139,292	139,292
734 Policemen's & Firemen's Pension-Act 345						
Investment income	6,432,282	6,753,376	4,250,000	4,250,000	4,500,000	4,500,000
Employee contributions	530,145	630,407	600,000	600,000	600,000	600,000
Contributions from General Fund	5,922,297	6,129,381	6,174,140	6,174,140	5,675,317	5,675,317
	12,884,724	13,513,164	11,024,140	11,024,140	10,775,317	10,775,317
736 Public Employee Health Care						
Fines and forfeits	96,046	178,720	22,500	46,907	30,000	30,000
Investment income	503,080	543,449	200,000	205,600	250,000	250,000
	599,126	722,169	222,500	252,507	280,000	280,000

	2023/24	2024/25	2025/26	2025/26	2026/27	2026/27
	Actual	Actual	Budget	Projected	Proposed	Adopted
852 Special Assessment Debt Service						
Contributions from other funds	161,160	162,008	161,788	161,788	161,538	161,538
	<u>161,160</u>	<u>162,008</u>	<u>161,788</u>	<u>161,788</u>	<u>161,538</u>	<u>161,538</u>
895 Special Assessment						
Special assessments	841,620	1,031,357	851,136	1,030,300	1,155,765	1,155,765
Investment income	292,252	4,317	0	246,150	0	0
	<u>1,133,872</u>	<u>1,035,674</u>	<u>851,136</u>	<u>1,276,450</u>	<u>1,155,765</u>	<u>1,155,765</u>

**Attachment B
Expense Summary for Fiscal Year 2026/27**

		2023/24	2024/25	2025/26	2025/26	2026/27	2026/27
		Actual	Actual	Budget	Projected	Proposed	Adopted
General Fund							
101-101	City Council	94,686	114,795	116,763	119,969	118,984	118,984
101-103	Charter Commission	0	0	2,500	2,500	2,500	2,500
101-172	City Manager	538,784	573,181	557,670	556,667	588,073	588,073
101-191	Finance	806,575	706,197	718,276	758,835	791,601	791,601
101-215	City Clerk	339,091	365,781	393,599	393,849	402,402	402,402
101-228	Mgt. Information Services	392,800	482,878	724,624	599,518	476,483	476,483
101-233	Purchasing	165,331	249,985	142,769	143,168	150,391	150,391
101-253	City Treasurer	412,671	386,934	364,513	410,913	387,947	387,947
101-254	City Income Tax Admin.	219,276	223,607	254,014	231,719	308,672	308,672
101-257	City Assessor	481,318	546,497	577,894	582,818	605,757	605,757
101-262	City Clerk-Elections	178,436	164,584	262,094	147,594	408,601	408,601
101-265	City Hall & Grounds	419,228	650,303	882,990	648,897	918,693	918,693
101-266	City Attorney	783,048	861,202	916,369	916,369	946,598	946,598
101-270	Personnel	438,583	425,153	671,362	493,374	609,768	609,768
101-278	Unallocated	817,686	662,450	889,433	922,929	947,376	947,376
101-299	Admin. Hearings Bureau	106,737	228,298	246,453	254,158	230,990	230,990
101-301	Police	10,836,738	11,231,156	12,847,458	12,388,764	12,884,447	12,884,447
101-311	OHSP Grant	3,661	23,988	6,692	39,285	7,165	7,165
101-320	Consortium Training	50,064	49,638	75,000	105,848	85,000	85,000
101-321	In-Service Training	12,400	12,034	20,000	18,000	20,000	20,000
101-322	MCOLES Training	0	17,165	45,000	105,383	60,000	60,000
101-325	MCOLES Active Shooter Training	0	0	0	9,276	0	0
101-340	Fire Suppression	6,791,242	6,470,406	7,186,364	6,982,605	6,968,650	6,968,650
101-350	Public Safety - Unallocated	1,989,980	1,955,731	1,929,262	2,027,787	1,951,347	1,951,347
101-442	Forestry	717,758	636,424	1,051,074	756,445	607,616	607,616
101-444	Sidewalk Construction	33,260	48,086	160,334	60,501	66,341	66,341
101-445	Drains At Large	29,347	37,340	120,117	73,623	78,632	78,632
101-450	Street Lighting	556,263	732,483	710,185	715,552	758,766	758,766
101-455	Weed Control	78,679	91,978	115,052	97,766	102,334	102,334
101-465	Ground Maintenance	398,342	412,556	479,196	417,993	468,807	468,807
101-567	Cemeteries	394,374	368,276	565,819	469,063	486,395	486,395
101-571	Tax Property Maintenance	135,374	110,841	193,110	222,941	191,232	191,232
101-572	Civic Affairs	102,689	141,127	164,667	195,138	212,769	212,769
101-701	Planning	234,145	222,685	414,369	303,240	352,800	352,800
101-728	Economic Development	126,160	358,709	175,000	3,257,316	1,700,000	1,700,000
101-752	Parks, Rec. & Grounds Admin.	331,044	349,850	381,864	374,464	271,206	271,206
101-758	Lt. Nixon Memorial Park	261,230	161,119	304,200	366,100	250,100	250,100
101-771	Parks and Facilities Maint.	1,140,252	1,051,224	1,190,799	1,147,450	1,274,700	1,274,700
101-776	City Center	0	14,373	160,020	199,013	260,421	260,421
101-803	Historical District	13,151	8,193	13,711	15,678	16,154	16,154
101-806	Diversity, Equity & Inclusion	308,880	521,410	467,190	461,340	444,584	444,584
101-965	Contributions to Other Funds	1,517,478	857,094	1,824,222	2,456,224	1,134,869	1,134,869
General Fund Total		32,256,761	32,525,731	38,322,028	40,450,072	38,549,171	38,549,171
102 Budget Stabilization Fund		81,677	79,831	50,000	60,000	50,000	50,000
Permanent Funds							
151	Cemetery Perpetual Maintenance	110,393	110,970	25,000	85,800	86,000	86,000
155	Ella W. Sharp Endowment	36,699	40,233	32,500	39,315	37,225	37,225
160	Lloyd E. Mount Endowment	7,195	9,447	5,100	10,010	8,010	8,010
Special Revenue Funds							
202	Major Street	9,255,636	11,350,786	22,399,852	24,945,103	11,864,086	11,864,086
203	Local Street	1,377,979	1,818,533	1,813,306	2,664,023	1,634,481	1,634,481
208	Ella W. Sharp Park Operating	1,047,783	1,206,196	1,206,031	1,222,009	1,258,899	1,258,899
213	Opioid Settlement Fund	89,000	0	50,000	275,250	275,150	275,150
218	Affordable Housing Development	983,904	840,167	1,840,146	1,196,101	1,058,346	1,058,346
234	HCDF MICH Grant	0	7,546	859,000	880,000	0	0
245	Public Improvement	1,244,620	1,522,714	2,011,884	2,085,282	1,601,464	1,601,464
246	Cortland St. Redevelopment Projects	1,350,571	2,379,813	293,503	313,696	0	0
249	Building Department	573,094	589,707	670,257	683,155	717,379	717,379
251	Housing Code Enforcement	993,334	945,690	1,571,885	1,382,717	1,430,797	1,430,797
252	Building Demolitions	397,556	216,079	3,470,210	2,705,991	424,270	424,270
265	Drug Law Enforcement	16,339	23,696	36,494	34,955	36,745	36,745
272	SAFER Grant	484,018	351,748	0	0	0	0

		2023/24	2024/25	2025/26	2025/26	2026/27	2026/27
		Actual	Actual	Budget	Projected	Proposed	Adopted
Special Revenue Funds (con't.)							
273	Project Safe Neighborhood Grant	140,654	75,560	126,680	136,605	106,343	106,343
275	Byrne JAG Grant	23,202	40,371	0	40,156	0	0
279	American Rescue Plan Act	12,555	0	5,000	0	0	0
280	Housing Stability	0	274,848	595,000	690,000	560,000	560,000
285	EPA Brownfield Assessment Grant	246,782	159,947	30,000	93,271	0	0
295	Special Assessment Relief Fund	0	0	0	300,000	300,000	300,000
296	Recreation Activity	276,063	585,632	528,763	956,163	550,000	550,000
297	JPS Recreation Millage Program	723,065	709,485	1,111,131	988,061	1,135,295	1,135,295
Debt Service Funds							
308	2020 Capital Imp. Bonds Debt Service	223,788	223,791	223,713	223,713	223,552	223,552
352	2017 MTF Bonds Debt Service	762,068	761,885	761,341	761,341	760,435	760,435
353	2024 MTF Bonds Debt Service	0	470,833	473,000	473,000	472,750	472,750
367	2021 City Hall Refunding Debt Service	739,720	763,691	786,355	786,355	787,722	787,722
385	2016 Capital Imp. Bonds Debt Service	145,569	145,743	146,632	146,632	0	0
386	2018 Capital Imp. Bonds Debt Service	1,419,000	1,400,250	1,405,250	1,405,250	0	0
388	2026 Capital Imp. Refunding Bond Debt Service	0	0	0	8,446,382	1,116,005	1,116,005
389	2017 BRA TIF Refunding Debt Service	420,144	1,764,600	1,823,416	1,823,416	1,889,592	1,889,592
391	2021 BRA TIF Refunding Debt Service	791,838	38,592	38,593	38,593	38,593	38,593
394	2001 DDA TIF Debt Service	2,881,823	3,032,402	3,190,825	3,190,825	0	0
395	2019 DDA TIF Refunding Debt Service	208,365	207,157	205,949	205,949	1,394,741	1,394,741
Capital Projects Funds							
401	Capital Projects	862,213	224,039	1,700,000	1,913,300	50,000	50,000
402	Water Equipment & Replacement	4,656,429	8,037,590	20,788,326	16,817,326	11,764,614	11,764,614
403	Lead Service Line Replacement	736,706	666,762	1,372,110	1,897,080	1,447,691	1,447,691
404	Sanitary Sewer Maintenance	304,019	497,430	462,407	420,329	311,895	311,895
405	Sanitary Sewer Replacement	815,386	3,429,737	5,909,958	4,418,564	2,233,810	2,233,810
406	Wastewater Equipment Replacement	7,031,745	3,140,249	687,653	658,683	11,122,204	11,122,204
407	2022 Sewer System Project Construction	5,184,425	3,760,751	0	833,162	0	0
409	2022 Water System Project Construction	2,205,578	4,476,781	7,071,428	9,561,145	0	0
410	2024 Water System Project Construction	0	2,236,428	2,545,763	3,308,572	0	0
418	2026 Water System Project Construction	0	0	0	126,865	4,007,700	4,007,700
426	2024 Mich. Transport. Fund Bonds Construction	972,519	1,088,647	1,179,518	2,078,992	0	0
427	2026 Capital Imp. Bond Construction	0	0	0	2,142,541	13,024,722	13,024,722
488	MLK Corridor Improvement Authority	851,045	790,205	1,735,250	2,113,000	2,598,127	2,598,127
489	Brownfield Redevelopment Authority	1,649,925	2,466,617	2,339,154	2,912,227	2,368,506	2,368,506
494	DDA Project	3,090,188	3,239,559	3,396,774	3,396,774	1,644,741	1,644,741
Enterprise Funds							
514	Auto Parking System	252,675	251,353	280,491	256,060	245,972	245,972
518	Parking Assessment	562,315	360,713	452,046	433,073	511,891	511,891
519	Cooper/Francis Parking Decks	282,753	294,877	294,502	297,674	298,894	298,894
590	Sewer	15,593,485	13,768,802	12,240,694	11,260,140	11,951,193	11,951,193
591	Water	16,559,839	23,882,953	39,393,869	33,642,077	23,948,057	23,948,057
Internal Service Funds							
641	Public Works Administration	352,897	527,155	902,686	902,984	1,069,425	1,069,425
642	Engineering Administration	312,658	344,220	328,348	327,706	430,362	430,362
643	Local Site Remediation Revolving	0	200,000	20,000	329,196	20,000	20,000
661	Motor Pool & Garage	1,618,989	1,656,124	1,867,706	2,272,654	2,405,930	2,405,930
676	Workers' Compensation	19,794	234,266	254,889	270,250	250,100	250,100
677	Self-Insured Healthcare Fund	5,855,729	6,693,072	6,449,450	6,404,900	6,513,000	6,513,000
Trust & Agency Funds							
703	County & School Tax Collection	30,221,700	30,712,654	34,150,000	34,010,400	34,010,000	34,010,000
731	Employees' Retirement System	4,474,763	4,559,771	4,300,000	4,300,000	4,525,000	4,525,000
732	Policemen's & Firemen's Pension	414,297	418,733	421,000	421,000	406,420	406,420
734	Policemen's & Firemen's Pension-345	6,344,643	6,617,374	6,210,000	6,210,000	6,060,000	6,060,000
736	Public Employee Health Care	31,142	11,999	33,000	33,000	15,000	15,000
Special Assessment Funds							
852	Special Assessment Debt Service	161,160	162,008	161,788	161,788	161,538	161,538
895	Special Assessment	1,413,804	494,065	270,588	900,858	1,052,303	1,052,303

2026 Tax Rate Request (This form must be completed and submitted on or before September 30, 2026)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Jackson County	2026 Taxable Value of ALL Properties in the Unit as of 05-26-2026 863,501,333
Local Government Unit Requesting Millage Levy City of Jackson	For LOCAL School Districts: 2026 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2026 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2026 Current Year "Headlee" Millage Reduction Fraction	(7) 2026 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operating	Charter	7.0000	6.6513	1.0000	6.6513	1.0000	6.6513	6.6513		n/a
Charter	PI Oper	Charter	2.0000	1.9002	1.0000	1.9002	1.0000	1.9002	1.9002		n/a
Act 345	Pension	May-74	n/a	n/a	n/a	n/a	n/a	n/a	.6699		n/a
City Hall	Debt	Sept-03	n/a	n/a	n/a	n/a	n/a	n/a	7.0250		Dec-26

Prepared by Jason Yoakam	Telephone Number (517) 788-4033	Title of Preparer Assessor	Date
------------------------------------	---	--------------------------------------	------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name Andrea Muray	Date
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name Daniel J Mahoney	Date
<input type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2026 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

!!ATTENTION!!

THIS FORM IS NOW MANDATORY TO BE COMPLETED AND RETURNED TO THE EQUALIZATION DEPARTMENT. FAILURE TO RETURN THIS FORM COULD RESULT IN THE JACKSON COUNTY BOARD OF COMMISSIONERS NOT APPROVING YOUR MILLAGE RATES FOR TAX COLLECTION

JACKSON COUNTY

CHECK LIST FOR 2026 COUNTY APPORTIONMENT

** Form must be returned to the County Equalization Department signed and completed with L-4029 form*

Our Tax Authority has completed the following steps as required by M.C.L. 211.24e ((Truth-in-Taxation)):

A Separate Truth-in-Taxation hearing is NOT necessary. Our Tax Authority complies with Section 16 of the Uniform Budgeting and Accounting Act.

Enter date your public hearing to adopt your budget was held May 5, 2026

Our Tax Authority is exempt from M.C.L. 211.24e because we levied 1 mill or less in the concluding tax year for operating purposes

Our Board of Commission or Council or Authority has met and adopted a resolution proposing an additional operating millage rate and proposing a hearing date.

Enter date the said resolution was adopted _____

Our Board of Commission or Council or Authority has published a hearing notice containing the proposed additional millage rate and percentage increase in operating revenue which would be generated from permitted ad valorem tax levies at least 6 days before the hearing date.

Enter date hearing notice was published _____

Our Board of Commission or Council or Authority held a Truth in Taxation public hearing pursuant to the hearing notice.

Enter date of Truth in Taxation public hearing _____

Our Board of Commission or Council or Authority has adopted a resolution adopting additional operating millage which does not exceed that which appeared in the hearing notice published at least 10 days earlier.

Enter date the said resolution was adopted _____

Taxing Jurisdiction (city, township, etc.)

Clerk or Secretary

Chairperson, President or Supervisor

Dated this _____ day of _____ 2024

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: **Approve two resolutions for the changes to the Standard Lighting Contract with Consumers Energy**

Recommendation:

Approve the two resolutions for changes to the Standard Lighting Contract with Consumers Energy for the replacement of streetlights at 300 E. Addison and 738 E. Mansion and authorize the City Engineer and City Clerk to execute the appropriate documents.

Attached is a memo from Troy White, City Engineer, regarding two resolutions to changes to the standard lighting contract.

I recommend approval of these resolutions. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: May 19, 2026

RECOMMENDATION: Approve the two resolutions for changes to the Standard Lighting Contract with Consumers Energy for the replacement of streetlights at 300 E. Addison and 738 E. Mansion and authorize the City Engineer and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

During the course of work by Consumers Energy to upgrade antiquated wood poles and overhead electric lines at various locations, the old high-pressure sodium (HPS) streetlights at the following locations were replaced with LED street lights:

1. 300 E. Addison (on the northeast corner of Addison and Merriman)
2. 738 E. Mansion (on the south side of the service road to the Water Treatment Plant, behind 1002 E. South Street)

The replacement of the streetlights was completed at no cost to the City.

DESCRIBE THE CONSEQUENCES

The new LED streetlights require less energy to operate than the old HPS streetlights. Therefore, the streetlight contract need to be revised to reflect the lesser energy consumption and reduce the City's energy bill accordingly.

OWNERSHIP

The City of Jackson is responsible for the streetlight system within the City, and contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods.

SOLUTION

As the work to change the streetlights to LED was performed at no cost to the City and will result in reduced billing to the City, it is recommended that the City Clerk and City Engineer be authorized to execute the documents to modify the streetlight contract accordingly.

FACILITATE IMPLEMENTATION

Approve the two resolutions for changes to the Standard Lighting Contract with Consumers Energy for the replacement of streetlights at 300 E. Addison and 738 E. Mansion and authorize the City Engineer and City Clerk to execute the appropriate documents.



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000287787

Consumers Energy Company is authorized as of 5/19/2026 by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/1/2010 shall remain in full force and effect.

Contract Number: 103033105687

Consumers Energy Company is authorized as of 5/19/2026 by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

Notification Number(s): 1072333217, DD: 11824785

Comments: REPLACE 100W HPS COBRA WITH 30WLED COBRA, LOC 23

City of JACKSON

By: _____

(Signature)

Troy R White

(Printed)

Its: City Engineer

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated 5/19/2026

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated 5/19/2026

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the City Engineer be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF JACKSON

I, Andrea Muray, clerk of the City of JACKSON do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on 5/19/2026

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (1) 100 watt HPS Cobrahead Cutoff to Remove at location 302 ADDISON ST;

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 30 watt LED White Cobrahead Cutoff to Install at location 302 ADDISON ST;

Ⓡ

CE:0782111

REPLACE

50-□. /50-2
 SET POLE IN GRASS NORTH OF
 SIDEWALK. EXISTING POLE IN
 SIDEWALK
 TOP POLE ABOVE COMMS
 TRANSFER TO NEW POLE
 FIGURE 23-150-1
 2S/50KVA FMR
 FIGURE 26-10 -1 DETAIL C
 MOUNT HT: 19'-7"
 131TX E, SEC FG DEITK E
 FIGURE 23-302-1 DETAIL A
 D=8"
 100W HFS/3011LEO
 FIGURE 42-103-1
 MOUNT HT: 25'

TRANSFER

131OH SVC
 11K-P-SPANG
 FIGURE 22-420-1 DETAIL A

INSTALL

VOE
 FIGURE 23-09-1 DETAIL B
 P=3"
 SA WICO, 40A FUSE, LCP TAGS
 FIGURE 25-313-1
 11K-FG-P-50'-SPA GUY
 FIGURE 22-420-1 DETAIL A

- DOWNGUY NEEDED AT LDC 16
 DUE TO POLE LOADING
- POLE AT LDC 23 15 SET IN
 SIDEWALK, SET NEW POLE IN
 GRASS ON NORTH SIDE OF WALK
- POLE AT LDC 19 15 BENT
 AND LEANING
- TOP POLE AT LOC 23 TO BE
 REMOVED ONCE COMMS HAVE
 TRANSFERRED TO NEW POLE
- ERET OHL NOTIF: 1076033571

EPLACING SEC ON
 MAKE READY PROJECT
 NOTIF#1074727120

31) AOD-150

EXISTING PROPOSED		
FLICKER LOAD	<1E12	41-62
FLICKER LOAD	2TON	2TON
VOLT DROP	5.7%	5.0%
FLICKER	1.50	1.40

REMOVE

35-6
 TX D: E, W/ DE
 1 -P-SPA GUY

INSTALL

45-3, VDE
 FIGURE 23-104-1 DETAIL B
 25 I/A XFMR
 FIGURE 26-101- DETAIL B
 (2) TX OE
 FIGURE 23-302- DETAIL A
 D=3"
 1 K-FG-P- 0'-RS
 FIGURE 22-101-3

TRANSFER

(6 IDH SVC
 CO. IMS /ITCHMENTS
 316 /ADDISON

EXISTING PROPOSED		
ARRIVED LOAD		
FLICKER LOAD	1.52	1.63
FLICKER LOAD	11.16	11.16
VOLT DROP	11.16	11.16
FLICKER	11.54	11.74

Ⓡ

INSTALL

11K-P- 0'-RS
 FIGURE 22-420-1 DETAIL D
 ATTACH AT 19' A.G.

CE:0782111

REPLACE

SEC FLOOR/TX 0-E
 FIGURE 23-302-1 DETAIL A
 D=8"

INSTALL

11K-P-10'-RS
 FIGURE 22-20-1 DETAIL-

:07821 0

LACE

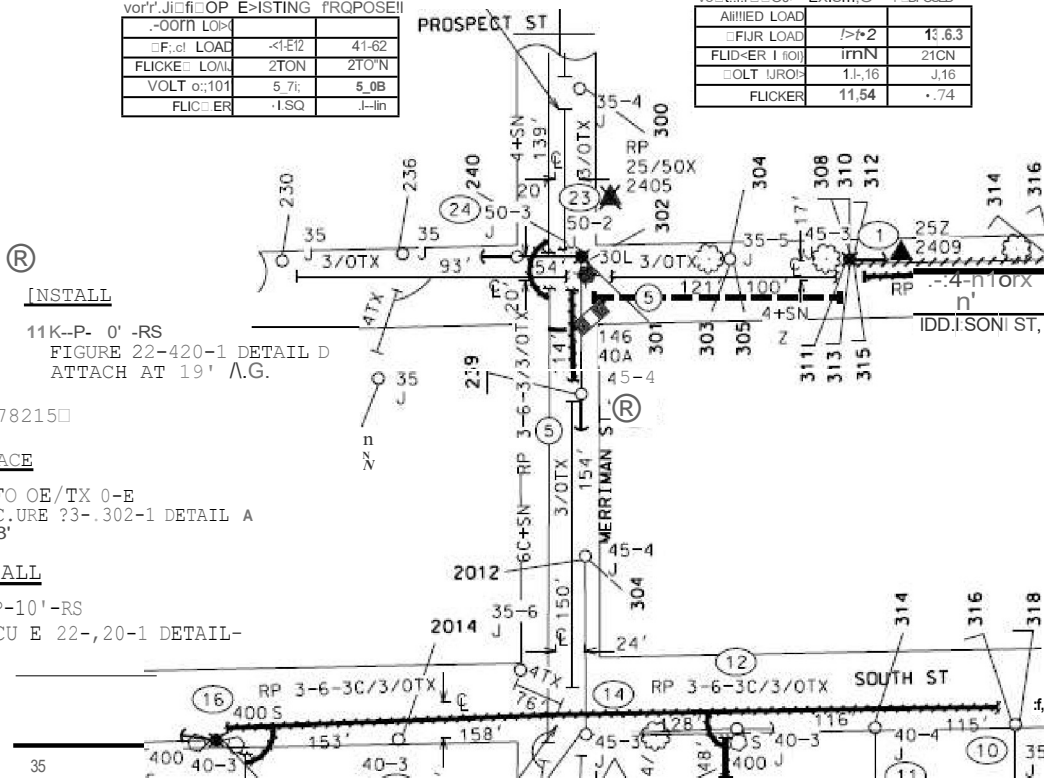
-6/40-4
 /12ITX OE
 FIGURE 23-302-1 DETAIL A

STALL

<-f-10' -RT
 FIGURE L2-405-1 DETAIL C

NSFER

SVC
 WLOOLIGHT





**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000287787

Consumers Energy Company is authorized as of 5/19/2026 by the City of JACKSON CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON CITY, dated 6/1/2010.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/1/2010 shall remain in full force and effect.

Contract Number: 103033105687

Consumers Energy Company is authorized as of 5/19/2026 by the City of JACKSON CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON CITY, dated 10/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

Notification Number(s): 1072334372. DD: 11825201. LOC 11

Comments: REPLACE 100W HPS COBRAHEAD WITH 30W LED COBRAHEAD

City of JACKSON CITY

By: _____

(Signature)

Troy R. White

(Printed)

Its: City Engineer

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON CITY, dated 6/1/2010, in accordance with the Authorization for Change in Standard Lighting Contract dated 5/19/2026

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON CITY, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated 5/19/2026

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the City Engineer be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF **MICHIGAN**
COUNTY OF **JACKSON**

I, Andrea Muray, clerk of the City of JACKSON CITY do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on 5/19/2026

Dated:

Municipal Customer Type: City

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: **Adopt a resolution of support for the modification of the FY29 Transportation Improvement Plan (TIP)**

Recommendation:

Adopt a resolution of support for the modification of the FY29 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

Attached is a memo from Troy White, City Engineer, regarding a resolution to the FY29 TIP.

I recommend approval of these resolutions. Your consideration and concurrence is appreciated.

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: May 19, 2026

RECOMMENDATION: Adopt a resolution of support for the modification of the FY29 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

ISSUE STATEMENT

Currently, funding for street construction on East Washington Avenue has been secured from two separate sources as follows:

1. The City of Jackson has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the East Side Commerce Corridor project that includes the reconstruction of East Washington Avenue in 2028.
2. The distribution of federal Surface Transportation Urban Local (STUL) grant funds for 2029 of the current Transportation Improvement Plan (TIP) includes funding for the reconstruction of Washington Avenue from Park Place to Elm Avenue.

As the RAISE grant funded project will be completed in 2028, the STUL grant funds for 2029 will not be needed and must be designated for other projects.

DESCRIBE THE CONSEQUENCES

The need to designate the federal FY29 STUL grant funds to other projects represents an opportunity to make other much needed improvements to the City's Major Street system. If the City fails to utilize these funds, they will be allocated to other agencies with the State of Michigan.

OWNERSHIP

The selection of projects for the redistribution of the federal FY29 STUL was made with the following goals:

1. maximize the length of roadway improved
2. serve the largest number of users (highest average daily traffic (ADT))
3. maximize the number of properties impacted

To this end, it is recommended that projects to mill and repave Blackstone and Lansing (from VanBuren to the north City Limits) and Wisner Street (from Ganson to North) be added to the TIP for FY29.

SOLUTION

The following table shows the net increase in miles paved, traffic volumes served and parcels impacted by the recommended modifications of the federal STUL grant fund distribution for fiscal year 2029:

Street	Location	Description	Length (mi) add or delete	ADT add or delete	Impacted Parcels add or delete	STUL Grant Funds add or delete	City Match Funds add or delete
Lansing + Blackstone	VanBuren to north C.L.	mill and repave	+ 1.373	+ 12,304	+ 153	+ \$ 1,070,200	+ \$ 1,055,000
Wisner	Ganson to North	mill and repave	+ 0.320	+ 13,803	+ 35	+ \$ 295,200	+ \$ 264,850
East Washington	Park Pl to Elm	reconstruct	- 0.582	-3,833	- 13	- \$ 1,138,400	- \$ 284,600
Morrell at First	at intersection	traffic signal replacement	0.00	- 5,147	0	- \$ 227,000	- \$ 191,700
Net Increase			+ 1.111	+ 17,127	+ 175	\$ 0	+ \$ 843,550

The proposed addition of the Lansing Avenue and Wisner Street projects in place of the East Washington and Morrell Signal projects will significantly increase the roadway length improved and traffic and parcels served. This change will require an increase in the local match. However, the assessments that are the primary source for the local match will be spread over significantly more parcels and thus reduce the average per-parcel assessment amount.

FACILITATE IMPLEMENTATION

Adopt a resolution of support for the modification of the FY29 Transportation Improvement Plan (TIP) and accept the requirement that the City pay the local match for the selected projects.

TRW/kmm

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for Jackson County, administers the Transportation Improvement Plan (TIP) for the distribution of federal Surface Transportation Urban Local (STUL) grant funds for the Jackson Urbanized area; and

WHEREAS, the Metropolitan Planning Organization, through the Jackson Area Comprehensive Transportation Study, included a projects in fiscal year 2029 to reconstruct East Washington Avenue from Park Place to Elm Avenue and to replace and modernize the traffic signal at the intersection of Morrell and First Street; and

WHEREAS, STUL grant funds are no longer needed for the East Washington project as the City of Jackson has since been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the East Side Commerce Corridor that includes the reconstruction of East Washington Avenue in fiscal year 2027; and

WHEREAS, the pavement condition, average daily traffic (ADT) and number of impacted properties on Blackstone Street and Lansing Avenue between VanBuren Street and the north City Limits and on Wisner Street between Ganson and North warrant the investment of STUL funds; and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves modifications of the 2026-2029 Transportation Improvement Plan as follows:

FY 2029 Blackstone Street and Lansing Avenue: VanBuren to north City Limits (ADD)

PASER = varies from 3 (poor) to 5 (fair), Curb = good

ADT = 12,304

Length = 1.373 mi

Proposed work: cold milling and HMA overlay

Estimated construction cost = \$2,125,200 with federal portion = \$1,070,200

FY 2029 Wisner Street: North to Ganson (ADD)

PASER= 3, Curb = fair

ADT = 13,803

Length = 0.320 mi

Proposed work: cold milling and HMA overlay

Estimated construction cost = \$560,050 with federal portion = \$295,200

FY 2029 Washington Avenue: Park Place to Elm (DELETE)

PASER = 2, Curb = poor and none

ADT = 3,833

Length = 0.582 mi

Proposed work: full depth pavement reconstruction with infill curb and sidewalk construction

Estimated construction cost = \$1,423,000 with federal portion = \$1,138,400

FY 2029 First Street at Morrell Street (DELETE)

PASER = 3, Curb = good

ADT = 5,147

length = 0.000 mi

Proposed work: signal modernization

Estimated construction cost = \$418,700 with federal portion = \$227,000

BE IT FURTHER RESOLVED that the City Council approves the local match and is willing to pay the local match for the selected projects.

* * * *

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 19th day of May, 2026.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 19th day of May, 2026

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: **Approve a resolution to enter into an agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for street reconstruction on the East Side Commerce Corridor**

Recommendation:

RECOMMENDATION: Approve a resolution to enter into an agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for street reconstruction on the East Side Commerce Corridor from Cooper Street to the east City Limits 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 a resolution as described above for the East Side Commerce Corridor.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E.

DATE: May 19, 2026

RECOMMENDATION: Approve a resolution to enter into an agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for street reconstruction on the East Side Commerce Corridor from Cooper Street to the east City Limits and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in the amount of \$3,995,275 for street construction on the East Side Commerce Corridor that is comprised of a) Washington Avenue from Cooper to Elm, b) Elm Avenue from Washington to Page, and c) Page Avenue from Elm to the east City Limits).

A three party agreement has been prepared for the USDOT to provide the grant funds, MDOT to provide oversight of the grant funds, and the City of Jackson to administer the construction contract for the grant funded project work.

DESCRIBE THE CONSEQUENCES

If agreement is not approved by City Council, the RAISE grant will expire.

The construction estimate for the roadwork is \$5,367,389 with the RAISE grant being \$3,995,275 and the City share being \$1,372,114.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure. To this end, Engineering has obtained the subject RAISE grant for construction on the East Side Commerce Corridor from Cooper Street to the east City Limits.

SOLUTION

Approve the subject three party agreement between USDOT, MDOT and the City of Jackson so that the grant funding can be exercised and street construction on the East Side Commerce Corridor project can proceed.

FACILITATE IMPLEMENTATION

Approve a resolution to enter into an agreement with the United States Department of Transportation (USDOT) and the Michigan Department of Transportation (MDOT) for street reconstruction on the East Side Commerce Corridor from Cooper Street to the east City Limits and authorize the Mayor and City Clerk to execute the appropriate documents.

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the streets referred to as the East Side Commerce Corridor that include East Washington Avenue, Elm Avenue and Page Avenue between Cooper Street and the east City Limits are in need of improvements; and

WHEREAS, the project has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in the amount of \$3,995,275 for this project; and

WHEREAS, an agreement for this project has been prepared by the United States Department of Transportation (USDOT) and Michigan Department of Transportation (MDOT) and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is \$5,367,389 with the RAISE grant being \$3,995,275 and the City share being \$1,372,114.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the street construction on the East Side Commerce Corridor from Cooper Street to the east City Limits; and

BE IT FURTHER RESOLVED that the City Council does approve entering into agreement with the USDOT and MDOT for street construction on the East Side Commerce Corridor from Cooper Street to the east City Limits; and

BE IT FURTHER RESOLVED that the City Council does authorize the City Engineer to make minor revisions to the agreement documents and does authorize the Mayor and the City Clerk to sign the agreement documents on behalf of the City.

* * * *

State of Michigan)
County of Jackson)ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 19th day of May, 2026.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 19th day of May, 2026.

Andrea Muray, City Clerk

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 BUILD PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) and the Michigan Department of Transportation (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the East Side Jackson Commerce Connection.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2025 BUILD Program: FHWA Projects,” dated April 23, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: East Side Jackson Commerce Connection

Application Date: 2/28/2024

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Bruce Kadzban
LAP Section Administrator
Michigan Department of Transportation
425 W Ottawa Street
PO Box 30050
Lansing, MI 48909
517-335-2229
KadzbanB@Michigan.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Andrea Dewey
Grants Program Manager
FHWA Michigan Division
315 W. Allegan St. Room 201
Lansing, MI 48933
517-702-1823
Andrea.Dewey@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Jackson

Designated Subrecipient Point of Contact:

Troy White
City Engineer
City of Jackson
161 W. Michigan Ave.
Jackson, MI 49201
517-768-6075
twhite@cityofjackson.org

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will fund pavement improvements, road and intersection improvements, traffic signal modernization, sidewalk and ramp upgrades, bicycle lane improvements, railroad crossing improvements, and tree planting along an approximate 1.5-mile corridor: Washington Ave from Cooper St to Elm Ave, Elm Ave from Washington Ave to Page Ave, and Page Ave from Elm Ave to the Jackson city limits.

2. Statement of Work.

The primary scope of work for the project includes:

Washington Ave between US-127BR/M-50/Cooper St and Elm Ave

- Full depth pavement replacement with new pavement and curb and gutter
- Provide consistent standard road cross section with widened lanes to improve traffic flow and accommodate larger vehicles and bicycles between Hupp Ave and Elm Ave
- Intersection reconfiguration at Elm Ave
- Install new stormwater infrastructure
- Reconstruct sidewalk and ramps along the south side of the street

Page Ave between Elm Ave and City limits

- Mill existing surface and resurface with new pavement between Elm Ave and approximately 100 feet west of the city limit
- Reconfigure lane tapers and provide full depth pavement replacement with new pavement and curb and gutter from city limit to approximately 100 feet west
- Modernize traffic signal at Elm Ave
- Sidewalk and ramp upgrades

Elm Ave between Washington Ave to Page Ave

- Full depth pavement replacement with new pavement and curb and gutter
- Reconstruct sidewalk and ramps
- Install bike lane symbols and signage

Corridor-Wide

- Install corridor-wide, universal design elements supporting ADA compliance
- Provide tree planting and increased greenspace along the corridor
- Provide MUTCD-compliant signs and pavement markings
- Retime traffic signal at Page Ave and Dettman Rd to enhance corridor progression
- Railroad crossing improvements consisting of proper signage, pavement markings and ADA-compliant pedestrian crossings

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: 9/15/2031

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Traffic Date:	9/15/2030

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

BUILD Grant Amount: \$3,995,275

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
BUILD Funds:	\$3,995,275
Other Federal Funds:	\$0
Non-Federal Funds:	\$443,919
Total:	\$4,439,194

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 CFR 1.9(b)), or any pre-award costs under 2 CFR 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope:

Scope clarification from the application: The project will provide a consistent standard road cross section along Washington Avenue, a collector road supporting commercial and industrial land uses. The existing substandard 11-foot-wide lanes will be widened to 13-feet to improve traffic flow and accommodate larger vehicles by reallocating unused space from an unutilized turn lane that is present in less than a third of the project length. This turn lane has little to no functional use currently. The proposed cross section matches the lane configuration for the remaining two-thirds of the project corridor and is more suitable to the current land uses. This change does not reduce capacity.

Schedule:

The grant was awarded one year later than anticipated, therefore the project schedule has been moved up by one year to reflect this change. Project was selected as a project of merit on January 2025.

The table below compares the Project milestone dates.

Milestone	Application	Schedule C
Planned Construction Substantial Completion and Open to Traffic Date:	9/14/2029	9/15/2030

Budget:

None

Other:

None

**SCHEDULE F
BUILD PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: Yes

4. Funding Act.

Funding Act: IJJA

5. Security Risk Designation.

Security Risk Designation: Low

**SCHEDULE G
BUILD PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Washington Ave from Cooper St to Elm Ave, Elm Ave from Washington Ave to Page Ave, and Page Ave from Elm Ave to the Jackson city limits.

Baseline Measurement Date: 4/1/2027

Baseline Report Date: 6/1/2027

Table 1: Performance Measure Table

Performance Measure	Unit Reported
Pavement Condition	<p style="text-align: center;">State of Good Repair</p> <p style="text-align: center;">International Roughness Index (IRI). The International Roughness Index (IRI) should be reported as the average for the project study area</p>
Severe Crashes	<p style="text-align: center;">Safety</p> <p style="text-align: center;">Total Severe Crashes per Year. A severe crash is defined as one that results in a K, A, or B injury code on the KABCO scale.</p>

**SCHEDULE H
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning

	construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The project will be let through MDOT and will follow the MDOT procurement procedures. The project supports the creation of good paying jobs and will follow and meet Davis-Bacon requirements as part of its construction. Construction of this project is anticipated to support approximately 58 good paying jobs for one year. This includes a total of 37 anticipated direct or indirect jobs and 21 anticipated induced jobs. The project further promotes strong job growth by supporting jobs directly related to the project with free and fair choice to join a union.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

MICHIGAN DEPARTMENT OF TRANSPORTATION

_____ By: _____
Date Signature of Recipient's Authorized Representative
[insert name]

Name
[insert title]

Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF JACKSON

_____ By: _____
Date Signature of Designated Subrecipient's Authorized
Representative
Daniel Mahoney

Name
Mayor

Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION

Date

By: _____
Signature of USDOT's Authorized Representative

Rachael Tupica

Name

FHWA Michigan Division Administrator, *acting*

Title



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Resolution — City's Right of First Refusal

Recommendation:

Approve a Resolution to Exercise the City's Right of First Refusal for 3 Parcels and Decline 50 Parcels under PA 123 of 1999

Attached is a memorandum from Shane LaPorte, Community Development Director, recommending City Council exercise its Right of First Refusal for 2026 tax foreclosed parcels by taking three (3) properties and declining the remaining 50 properties in foreclosure.

I recommend approval of the Resolution exercising the City's Right of First Refusal under PA 123 of 1999. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: May 19, 2026

RECOMMENDATION: Approve a Resolution to Exercise the City's Right of First Refusal for 3 Parcels and Decline 50 Parcels under PA 123 of 1999

ISSUE STATEMENT

On or about April 1, 2026, the Jackson County Treasurer foreclosed on 53 parcels within the City of Jackson for non-payment of 2023 and prior property taxes. Under PA 123 of 1999, the State of Michigan has first right of refusal of all tax foreclosed properties within its counties, with the local unit of government having subsequent right of first refusal. The State of Michigan declined to exercise its right of first refusal, allowing the City of Jackson to consider all 53 parcels before the tax auctions.

Community Development staff determined there are three (3) contiguous parcels available at the corner of Burr St and N Martin Luther King Jr. Dr. which would be desirable for infill housing either for its 100 Homes program or other private developers currently investing in that Ward 2 area. One parcel contains a structure which has had a long-term blighting effect in the neighborhood which will be demolished and prepared for redevelopment.

When exercising its right of first refusal, the City is responsible for paying all delinquent taxes, fees, penalties, interest and any costs to date associated with preparing these parcels for auction. At this time, acquiring the 3 parcels will necessitate payment of unpaid taxes in the amount of \$13,699.18. Additional costs and fees associated with the tax foreclosure process, together with the summer taxes, will be added and must be paid before a deed is issued to the City. The estimated final cost of acquisition will be approximately \$41,000.00 which would be paid through the Land Acquisition budget. It is also recommended Council decline taking the remaining 50 parcels at this time.

DESCRIBE THE CONSEQUENCES

As of the writing of this memorandum, the 100 Homes Program has approved 69 applications with additional applications still under qualification review. Since the inception of the program in

June 2023, 125 new home construction permits have issued with an estimated construction value of over \$16 million. Fifty-nine homes have been fully completed and 63 are in progress.

Approved 100 Homes applicants are provided a vacant lot tour by City staff wherein they are allowed to select the location of their home to be constructed. As not all vacant lots owned by the City are buildable or in desired locations, the lots proposed to be taken during the City's right of first refusal are good candidates to be added for the selection process or for private developers to construct new homes.

OWNERSHIP

The 100 Homes Program, along with the City's rehabilitation programs, is administered through the Department of Community Development. Four (4) staff members are fully or partially dedicated to these housing programs, from the qualification process, administration of the various funding sources, inspections, and closings. Software is in place to fully manage these programs efficiently. The success of the 100 Homes Program has also provided the impetus for private developers to also invest in Jackson housing.

SOLUTION

While there are upfront costs to take these lots, the long-term benefits to the City exceed the initial expenditure. If selected by a qualified applicant or private developer, a new home would be constructed, increasing homeownership in the neighborhood and adding future revenue for the City.

FACILITATE IMPLEMENTATION

Requested action is for City Council to approve a Resolution to exercise its right of first refusal option to take three (3) parcels for future redevelopment and decline an additional 50 parcels.

ATTACHMENTS

1. Resolution - Release Right of 1st Refusal
2. Ex A
3. Ex B

RESOLUTION

**Notification of Release of Right of First Refusal
Under Public Act 123 of 1999 for
The County of Jackson**

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, the State of Michigan has first right of refusal for all foreclosed property of its Counties, which it declined; and

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, the local unit of government has subsequent first right of refusal for all foreclosed property of its Counties; and

WHEREAS, pursuant to Public Act 123 of 1999, MCL 211.78m, a city, village, township, or city authority may purchase foreclosed property located within that city, village, township, or area of the city authority included in the judgment and subject to sale by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property; and

WHEREAS, the City of Jackson has reviewed a list of 2026 foreclosed properties located within its boundaries; and

WHEREAS, pursuant to the aforesaid right of first refusal, the City of Jackson has made a determination that it wants to acquire three (3) parcels identified on **Exhibit A**; and

WHEREAS, pursuant to the aforesaid right of first refusal, the City of Jackson has made a determination that it does not want to purchase the fifty (50) properties identified in **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED that at the meeting of the Jackson City Council, on this 19th day of May, 2026, the City of Jackson hereby exercises its first right of refusal for the 2026 foreclosed properties located in the City of Jackson, County of Jackson, State of Michigan, as identified on **Exhibit A**.

BE IT FURTHER RESOLVED that, with the exception of those properties identified on Exhibit A, the City of Jackson hereby declines to exercise its first right of refusal for the 2026 foreclosed properties located in the City of Jackson, County of Jackson, State of Michigan, identified in **Exhibit B**.

* * * * *

STATE OF MICHIGAN)
County of Jackson) ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 16th day of May, 2026.

IN WITNESS WHEREOF, I have hereunto affixed
my signature and the Seal of the City of Jackson,
Michigan on this 17th day of May, 2026.

Andrea Muray

City Clerk

Exhibit A

To the City of Jackson's Resolution to Acquire Properties Under Right of First Refusal

	PIN	Address
1	7-068400000	400 Burr St
2	7-068600000	402 Burr St
3	7-068900000	300 Burr St

Exhibit B
To the City of Jackson's Resolution to Decline Properties
Under Right of First Refusal

	PIN	Address		PIN	Address
1	1-038400000	324 Taylor St	26	4-161500000	2013 S Jackson St
2	1-0529.1000	433 Hill St	27	5-0601.0100	V/L Cooley Pl
3	1-0530.1000	V/L Lansing Ave	28	5-127800000	1326 S MLK Jr Dr
4	1-053100000	927 Lansing Ave	29	5-135200000	V/L Damon St
5	2-046800000	211 N Higby St	30	5-188000000	118 E South St
6	2-123000000	520 W North St	31	5-193000000	345 E Robinson St
7	2-162200000	828 Center St	32	5-198500000	V/L Addison St
8	3-019600000	412 Third St	33	5-210400000	325 E Mansion St
9	3-042900000	717 Fifth St	34	5-213500000	408 Damon St
10	3-203500000	407 W Morrell St	35	5-2264.1000	V/L Cypress Dr
11	4-005600000	212 S Mechanic St	36	6-053700000	310 Summit Ave
12	4-038600000	329 W Franklin St	37	6-055300000	115 Summit Ave
13	4-054800000	314 W Biddle St	38	6-064100000	1209 Pringle Ave
14	4-060300000	822 S Mechanic St	39	6-099800000	1700 Chapin St
15	4-082800000	1200 Chittock Ave	40	6-127700000	1806 Pringle Ave
16	4-082900000	1202 Chittock Ave	41	7-006200000	515 Oak St
17	4-085200000	943 Maple Ave	42	7-006400000	505 Oak St
18	4-106200000	V/L Linwood Ave	43	7-023600000	711 Burr St
19	4-106300000	V/L W High St	44	7-023700000	715 Burr St
20	4-107700000	1205 Linwood Ave	45	7-064800000	511 E Trail St
21	4-121500000	1004 Greenwood Ave	46	7-075800000	529 N Waterloo Ave
22	4-136800000	227 W High St	47	8-059500000	558 Orange St
23	4-1484.1000	1510 S Jackson St	48	8-106400000	800 N Elm Ave
24	4-148500000	V/L Griswold St	49	8-184400000	1213 N Waterloo Ave
25	4-1521.1000	1308 Maple Ave	50	8-247400000	V/L Walker St



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Ordinance — First Reading of the Nonunion Wage Table Effective 7/1/2026

Recommendation:

Approve the first reading and advance to the second reading/final adoption, an ordinance regulating nonunion pay for City of Jackson Employees to increase wages 3.0% effective July 1, 2026.

Attached is the ordinance for approval to increase nonunion wages by 3.0% effective July 1, 2026. This increase was included in the proposed budget for fiscal year 2026/27.

I recommend the adoption of the resolution and revised nonunion wage table. Your consideration and concurrence are appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Doria LaPorte, Human Resources Director
DATE: May 19, 2026

RECOMMENDATION: I recommend the adoption of the resolution and revised nonunion wage table. Your consideration and concurrence are appreciated.

ISSUE STATEMENT

A 3% wage increase is recommended to maintain competitive compensation, promote equity, and support workforce stability.

DESCRIBE THE CONSEQUENCES

If the city council does not approve the proposed nonunion wage increase, the city may face increased employee turnover as staff seek more competitive compensation elsewhere. This could lead to declining morale, widening pay disparities between union and nonunion employees, and overall instability in the workforce, ultimately impacting the quality and consistency of public services.

OWNERSHIP

The Personnel Department is responsible for recommending the increase because it manages employee compensation, promotes pay equity across positions, evaluates market competitiveness, and provides guidance to the council on staffing needs to support effective city operations.

SOLUTION

The city regularly reviews wages and uses market data to keep pay fair and competitive. This increase was also included in the proposed budget for fiscal year 2026/27.

FACILITATE IMPLEMENTATION

I recommend the adoption of the resolution and revised nonunion wage table. Your consideration and concurrence are appreciated.

ATTACHMENTS

1. Nonunion Pay Rates_2026-07-01
2. Nonunion Wage Ordinance 7.1.2026 (519)
3. Comps 2026 NU Wage Increase

**ADMINISTRATIVE AND SUPERVISORY
EMPLOYEE PAY RATES**

Effective: 7/1/2026
Increase: 3.00%

PAY GRADE	PAY BASIS	STEP 1	STEP 1 1/2	STEP 2	STEP 2 1/2	STEP 3	STEP 3 1/2	STEP 4	STEP 4 1/2	STEP 5	STEP 5 1/2	STEP 6	STEP 6 1/2	STEP 7	STEP 7 1/2	STEP 8	STEP 8 1/2	STEP 9	STEP 9 1/2	STEP 10	STEP 10 1/2	STEP 11	STEP 11 1/2	STEP 12	STEP 12 1/2	STEP 13	STEP 13 1/2	STEP 14				
ADMINISTRATIVE & TECHNICAL																																
1	Annual	53,929	54,727	55,525	56,346	57,168	58,014	58,860	59,731	60,601	61,498	62,394	63,317	64,240	65,191	66,141	67,120	68,098	69,106	70,113												
	Bi-weekly	2,074.20	2,104.87	2,135.58	2,167.17	2,198.77	2,231.31	2,263.85	2,297.33	2,330.82	2,365.30	2,399.77	2,435.28	2,470.78	2,507.34	2,543.90	2,581.53	2,619.16	2,657.90	2,696.65												
	Hourly	25.9275	26.3109	26.6947	27.0897	27.4846	27.8913	28.2981	28.7167	29.1352	29.5662	29.9971	30.4410	30.8848	31.3418	31.7987	32.2691	32.7395	33.2238	33.7081												
2	Annual	56,625	57,463	58,301	59,164	60,026	60,914	61,802	62,717	63,631	64,572	65,514	66,483	67,452	68,450	69,448	70,475	71,503	72,561	73,618												
	Bi-weekly	2,177.90	2,210.12	2,242.35	2,275.52	2,308.69	2,342.85	2,377.01	2,412.18	2,447.35	2,483.55	2,519.75	2,557.02	2,594.30	2,632.68	2,671.07	2,710.60	2,750.12	2,790.80	2,831.48												
	Hourly	27.2237	27.6266	28.0294	28.4440	28.8586	29.2856	29.7126	30.1523	30.5919	31.0444	31.4969	31.9628	32.4287	32.9086	33.3884	33.8824	34.3765	34.8850	35.3935												
3	Annual	59,457	60,337	61,216	62,122	63,027	63,960	64,892	65,853	66,813	67,801	68,789	69,807	70,825	71,873	72,921	74,000	75,079	76,189	77,300												
	Bi-weekly	2,286.82	2,320.64	2,354.46	2,389.30	2,424.13	2,459.99	2,495.86	2,532.79	2,569.73	2,607.74	2,645.75	2,684.89	2,724.04	2,764.34	2,804.64	2,846.14	2,887.64	2,930.36	2,973.08												
	Hourly	28.5852	29.0080	29.4308	29.8662	30.3016	30.7499	31.1982	31.6599	32.1216	32.5967	33.0718	33.5611	34.0505	34.5542	35.0580	35.5768	36.0955	36.6295	37.1635												
SUPERVISORS & ADVANCED TECHNICAL																																
4	Annual	63,012	63,884	64,756	65,651	66,547	67,468	68,388	69,334	70,280	71,253	72,225	73,224	74,223	75,250	76,277	77,333	78,388	79,473	80,557	81,672	82,787	83,932	85,077								
	Bi-weekly	2,423.54	2,457.07	2,490.60	2,525.05	2,559.51	2,594.91	2,630.31	2,666.70	2,703.09	2,740.49	2,777.88	2,816.31	2,854.74	2,894.25	2,933.75	2,974.35	3,014.94	3,056.65	3,098.36	3,141.23	3,184.10	3,228.15	3,272.19								
	Hourly	30.2942	30.7134	31.1325	31.5631	31.9938	32.4363	32.8788	33.3337	33.7886	34.2561	34.7236	35.2039	35.6843	36.1781	36.6719	37.1793	37.6868	38.2082	38.7296	39.2654	39.8013	40.3518	40.9024								
5	Annual	67,738	68,676	69,613	70,576	71,539	72,529	73,519	74,536	75,553	76,599	77,644	78,718	79,792	80,896	82,000	83,134	84,269	85,435	86,601	87,799	88,997	90,228	91,459								
	Bi-weekly	2,605.32	2,641.37	2,677.42	2,714.47	2,751.51	2,789.58	2,827.65	2,866.78	2,905.90	2,946.10	2,986.29	3,027.60	3,068.92	3,111.38	3,153.85	3,197.48	3,241.10	3,285.95	3,330.79	3,376.88	3,422.97	3,470.32	3,517.66								
	Hourly	32.5665	33.0171	33.4678	33.9308	34.3938	34.8697	35.3457	35.8347	36.3237	36.8262	37.3287	37.8451	38.3615	38.8923	39.4232	39.9685	40.5138	41.0744	41.6349	42.2110	42.7871	43.3789	43.9708								
6	Annual	72,818	73,825	74,833	75,868	76,903	77,967	79,031	80,124	81,217	82,341	83,465	84,619	85,774	86,961	88,147	89,367	90,586	91,840	93,093	94,381	95,669	96,993	98,316								
	Bi-weekly	2,800.69	2,839.43	2,878.18	2,917.99	2,957.81	2,998.72	3,039.64	3,081.68	3,123.73	3,166.96	3,210.18	3,254.59	3,298.99	3,344.64	3,390.28	3,437.19	3,484.09	3,532.30	3,580.51	3,630.05	3,679.59	3,730.49	3,781.39								
	Hourly	35.0086	35.4929	35.9772	36.4749	36.9727	37.4841	37.9955	38.5211	39.0467	39.5870	40.1273	40.6823	41.2374	41.8079	42.3785	42.9648	43.5512	44.1538	44.7564	45.3756	45.9948	46.6311	47.2674								
7	Annual	78,279	79,362	80,445	81,558	82,671	83,814	84,958	86,133	87,308	88,516	89,725	90,966	92,207	93,483	94,759	96,070	97,381	98,728	100,075	101,460	102,845	104,268	105,691								
	Bi-weekly	3,010.74	3,052.38	3,094.03	3,136.84	3,179.64	3,223.62	3,267.61	3,312.81	3,358.01	3,404.48	3,450.94	3,498.69	3,546.44	3,595.51	3,644.59	3,695.00	3,745.42	3,797.23	3,849.04	3,902.30	3,955.56	4,010.29	4,065.02								
	Hourly	37.6342	38.1548	38.6754	39.2105	39.7455	40.2953	40.8451	41.4101	41.9752	42.5560	43.1368	43.7336	44.3305	44.9439	45.5573	46.1876	46.8178	47.4654	48.1130	48.7787	49.4445	50.1286	50.8128								
8	Annual	84,152	85,315	86,480	87,677	88,874	90,103	91,332	92,596	93,859	95,157	96,456	97,790	99,125	100,496	101,868	103,277	104,686	106,135	107,583	109,071	110,560	112,090	113,619								
	Bi-weekly	3,236.60	3,281.36	3,326.17	3,372.19	3,418.21	3,465.50	3,512.78	3,561.37	3,609.96	3,659.90	3,709.83	3,761.16	3,812.48	3,865.24	3,917.99	3,972.20	4,026.40	4,082.10	4,137.80	4,195.06	4,252.31	4,311.14	4,369.98								
	Hourly	40.4575	41.0170	41.5771	42.1524	42.7277	43.3187	43.9098	44.5172	45.1245	45.7487	46.3729	47.0145	47.6560	48.3155	48.9749	49.6524	50.3300	51.0263	51.7225	52.4382	53.1539	53.8893	54.6247								
9	Annual	90,462	91,713	92,964	94,251	95,537	96,859	98,181	99,539	100,898	102,293	103,689	105,123	106,558	108,032	109,507	111,022	112,537	114,094	115,651	117,251	118,851	120,496	122,140								
	Bi-weekly	3,479.30	3,527.42	3,575.55	3,625.02	3,674.50	3,725.34	3,776.18	3,828.43	3,880.68	3,934.36	3,988.03	4,043.21	4,098.38	4,155.09	4,211.80	4,270.06	4,328.33	4,388.21	4,448.10	4,509.65	4,571.19	4,634.44	4,697.69								
	Hourly	43.4912	44.0928	44.6944	45.3128	45.9312	46.5667	47.2022	47.8553	48.5084	49.1794	49.8504	50.5401	51.2298	51.9386	52.6475	53.3758	54.1041	54.8527	55.6012	56.3706	57.1399	57.9305	58.7212								
DIRECTORS & SENIOR MANAGERS																																
10	Annual	94,802	96,046	97,288	98,564	99,840	101,149	102,458	103,802	105,146	106,525	107,903	109,319	110,734	112,186	113,638	115,128	116,619	118,148	119,678	121,247	122,817	124,428	126,038	127,692	129,345	131,041	132,738				
	Bi-weekly	3,646.23	3,694.06	3,741.85	3,790.92	3,839.99	3,890.35	3,940.71	3,992.39	4,044.07	4,097.10	4,150.13	4,204.56	4,259.00	4,314.85	4,370.69	4,428.01	4,485.33	4,544.16	4,603.00	4,663.36	4,723.73	4,785.68	4,847.63	4,911.21	4,974.80	5,040.05	5,105.30				
	Hourly	45.5778	46.1757	46.7731	47.3865	47.9999	48.6294	49.2588	49.9049	50.5509	51.2137	51.8766	52.5570	53.2375	53.9356	54.6337	55.3501	56.0666	56.8020	57.5375	58.2921	59.0467	59.8210	60.5953	61.3902	62.1850	63.0006	63.8162				
11	Annual	102,861	104,210	105,559	106,943	108,328	109,748	111,169	112,627	114,085	115,582	117,078	118,614	120,149	121,725	123,301	124,918	126,535	128,194	129,853	131,556	133,259	135,007	136,755	138,549	140,343	142,184	144,025				
	Bi-weekly	3,956.19	4,008.06	4,059.97	4,113.21	4,166.45	4,221.10	4,275.74	4,331.82	4,387.90	4,445.45	4,503.00	4,562.06	4,621.13	4,681.73	4,742.33	4,804.53	4,866.73	4,930.54	4,994.36	5,059.86	5,125.36	5,192.59	5,259.82	5,328.81	5,397.80	5,468.60	5,539.40				
	Hourly	49.4524	50.1007	50.7497	51.4151	52.0806	52.7637	53.4468	54.1478	54.8487	55.5681	56.2875	57.0258	57.7641	58.5216	59.2791	60.0566	60.8341	61.6318	62.4295	63.2483	64.0670	64.9074	65.7477	66.6101	67.4725	68.3575	69.2426				
12	Annual	111,602	113,066	114,529	116,032	117,534	119,076	120,617	122,200	123,782	125,405	127,028	128,694	130,360	1																	

Ordinance No. _____

**AN ORDINANCE TO ESTABLISH COMPENSATION RATES FOR
ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE
CITY OF JACKSON**

THE CITY OF JACKSON ORDAINS:

Section 1: Definition. For purposes of this ordinance, the term “Administrative and Supervisory Employees” shall mean employees and appointed officials of the City of Jackson not covered by a current labor agreement.

Section 2: As of July 1, 2026, Administrative and Supervisory Employees shall be compensated on the basis of the annual salary rates shown on the attached “Schedule I, Administrative and Supervisory Employee Pay Rates,” according to the employee's appropriate step rate within the Class Grade assigned the individual’s classification title under the Personnel Policy.

Section 3: Eligible employees must be actively employed by the City of Jackson thirty (30) days from the date of final adoption of this ordinance to be eligible for the new salary rate adjustment. The salary rate adjustments shall be retroactive to July 1, 2026.

Section 4: Repeal. Ordinance 518 is hereby repealed as of July 1, 2026.

Section 5: This ordinance shall take effect thirty (30) days from the date of final adoption.

The foregoing Ordinance _____ was adopted by the Jackson City Council on _____ and a summary was published on _____.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

2026 City Comparables Nonunion Wage Increase
Nonunion wage increase for FY 2026/27 implemented and/or proposed

City	2026	2027
Port Huron	3.0%	2.5%
Wyandotte	3.0%	3.0%
Allen Park	3.3%	
East Lansing	3.0%	
Muskegon	3.0%	



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Wastewater Service Agreement — Blackman, Rives, Spring Arbor, Napoleon, and Summit Townships, and the Southern Michigan State Prison.

Recommendation:

Approve a Wastewater Treatment Service Agreement between the City of Jackson and the Townships of Blackman, Rives, Spring Arbor, Napoleon and Summit as well as the Southern Michigan State Prison according to the terms as negotiated and Appoint Councilperson Arlene Robinson and DPW Director Michael Osborn to the Sewer Advisory Board.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: May 19, 2026

RECOMMENDATION: Approve a Wastewater Treatment Service Agreement between the City of Jackson and the Townships of Blackman, Rives, Spring Arbor, Napoleon and Summit as well as the Southern Michigan State Prison according to the terms as negotiated and Appoint Councilperson Arlene Robinson and DPW Director Michael Osborn to the Sewer Advisory Board.

ISSUE STATEMENT

The newly negotiated wastewater treatment service agreement is to take the place of the previously expired agreements between the City of Jackson and these same townships and the prison. The newly negotiated agreements are for a period of 30 years from the effective date of these agreements.

DESCRIBE THE CONSEQUENCES

The City of Jackson has provided wastewater treatment to portions of the surrounding township and the Southern Michigan Prison for many years, and the most recent agreements that were enacted in 1986 and amended over the years have expired. Knowing the expiration date of the agreements was eminent, City of Jackson staff have been actively negotiating new terms as part of a new 30-year service agreement. At this time, all the townships have approved of the proposed service agreement as presented.

OWNERSHIP

The surrounding townships and and the prison contribute approximately 40% of the flow and associated revenue for the city-provided wastewater treatment service. New terms in the proposed agreement include the townships continued contribution covering the cost of the service being provided, as well as providing the City with regulatory control of the flows coming to the wastewater treatment plant. The newly proposed agreement also creates a Sewer Advisory Board that is to include membership from each participating community. The Sewer Advisory Board is to meet regularly to share pertinent information and make appropriate

recommendations back to the City of Jackson as it related to the wastewater treatment service being provided. Membership on the Sewer Advisory Board is to include two members from each participating community, with one being an elected official. It is our recommendation to propose the City’s two official members be Councilperson Arlene Robinson and DPW Director Michael Osborn.

SOLUTION

This wastewater treatment service agreement provides the surrounding communities with professional, experienced service and provides the City of Jackson with wastewater flows and revenues with which to help adequately operate the treatment facility for the next 30 years.

FACILITATE IMPLEMENTATION

Approve the Wastewater Treatment Service Agreement between the City of Jackson and the Townships of Blackman, Rives, Spring Arbor, Napoleon and Summit as well as the Southern Michigan State Prison according to the terms of the agreement as presented, and install Councilperson Arlene Robinson and DPW Director Michael Osborn as the city’s representatives on the Sewer Advisory Board.

ATTACHMENTS

- 1. Local Unit Agreement Master Final 02-10-26 Clean

CITY OF JACKSON - [TOWNSHIP]
WASTEWATER TREATMENT SERVICE AGREEMENT

ENTERED INTO BETWEEN THE CITY OF JACKSON AND THE [TOWNSHIP].

THIS AGREEMENT is made and entered into by and between the CITY OF JACKSON, Jackson County, Michigan, a Michigan municipal corporation, the principal business address of which is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the “City”), and the [TOWNSHIP], Jackson County, Michigan, a Michigan municipal corporation, the principal business address of which is _____ (the “[Township]”).

RECITALS

WHEREAS:

- A. The City owns and operates a sewer system for the collection, conveyance, treatment, and disposal of wastewater. The City’s wastewater treatment system includes a sewer system (the “City Collection System”) and a wastewater treatment plant (the “City WWTP”).
- B. The [Township] owns and operates a sewer system (the “[Township] Collection System”) for the collection and conveyance of wastewater from the [Township] Service District (“[Township] Wastewater”) to [the City Collection System] for treatment and disposal by the City WWTP. The [Township] Collection System consists of sewers and other related sewage facilities that collect wastewater from [Township] Users and [Township] Premises and convey the collected wastewater from the [Township] Service District to the City Collection System for ultimate treatment by the City WWTP.
- C. Until December 1, 2022, the City provided Wastewater Treatment Services for discharges of Township Wastewater and the wastewater of other local units of government or entities (the “Customer Communities”) pursuant to one or more agreements (the “Prior Agreements”) entered into by the City and the [Township] and/or by other Customer Communities as provided in Paragraph 1 (“Definitions”) of this Agreement. Before December 1, 2022, the termination dates of the Prior Agreements had been extended from time to time by additional extension agreements between the City and the Customer Communities. The last such extension agreement was proposed in February 2022 and was subsequently executed by all Parties (the “February 2022 Extension Agreement”). The February 2022 Extension Agreement provided for an extension of the termination dates of all Prior Agreements to December 1, 2022, unless further extended by the written agreement of all Parties. No further extension agreement was entered into by the Parties and all Prior Agreements terminated on December 1, 2022, pursuant to the terms of the February 2022 Extension Agreement without any further action required by any Party. Accordingly, since December 1, 2022, there has been no agreement of any kind in place to set forth the terms, conditions, and requirements for the acceptance, treatment, and disposal by the City of wastewater discharged by the Customer Communities, for the payment by the Customer Communities to the City for those wastewater treatment services, and for the

City's and the Customer Communities' other duties and obligations with respect to Wastewater Treatment Service matters.

- D. The City and the [Township] believe it is in their respective best interests to now enter this Wastewater Treatment Service Agreement ("Agreement") to set forth the terms, conditions, and requirements for the acceptance, collection, conveyance, treatment, and disposal by the City of [Township] Wastewater, for the [Township]'s payment to the City for those wastewater treatment services, and for the City's and the [Township]'s other duties and obligations with respect to the matters addressed by this Agreement.

TERMS, CONDITIONS, AND REQUIREMENTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the terms, conditions, and requirements set forth below, the City and the [Township] agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the terms listed below are defined as provided by this Paragraph 1. Terms used in this Agreement that are not defined by this Paragraph or in any other provision of this Agreement, but that are defined in the City Sewer Use and Pretreatment Ordinance shall have the meaning as provided by the City Sewer Use and Pretreatment Ordinance. Terms used in this Agreement but that are not defined by this Agreement or by the City Sewer Use and Pretreatment Ordinance shall, if the context indicates, be given the meanings provided by applicable state or federal laws and regulations, or, if not defined by applicable state or federal laws and regulations, then by common usage.

"Applicable Legal Requirements" means the requirements of all applicable local, state, and federal laws, regulations, and rules, including, but not limited to, the City Sewer Use and Pretreatment Ordinance; the [Township] Sewer Use and Pretreatment Ordinance; the City's NPDES Permit; User Permits (General and Nondomestic) issued by the City; final orders of any state or federal courts of competent jurisdiction; and final orders or determinations of local, state, or federal agencies or officials of competent jurisdiction.

"Average Monthly Flow" means the sum of the Daily Flow measurements of [Township] Wastewater discharged by the [Township] to the City WWTP in a given calendar year, divided by twelve, expressed in MG/Month. (See Exhibit E, "Calculation of Monthly Maximum Flow Limit.")

“Calendar Day” means the full 24-hour period beginning at 12:00 midnight of a day and ending at 12:00 midnight of the following day. All references in this Agreement to the term “day” or “days” shall mean “calendar day” or “calendar days” respectively.

“Calendar Month” means the full period of days beginning at 12:00 midnight of the first day of a month and ending at 12:00 midnight of the last day in that same month. All references in this Agreement to the term “month” or “months” shall mean “calendar month” or “calendar months” respectively.

“Calendar Year” means the full period of calendar days beginning at 12 o’clock midnight of the first calendar day of a year and ending at 12 o’clock midnight of the last calendar day in that same year. All references in this Agreement to the term “year” or “years” shall mean “calendar year” or “calendar years” respectively.

“City” means the City of Jackson, Jackson County, Michigan, and the City’s designated representatives as authorized by law.

“City Collection System” means the wastewater sewer system owned, operated, and controlled by the City, exclusive of the City WWTP. It includes sewers, gravity mains, force mains, pipes and other conveyances, lift/pump stations, and pumps, along with any metering devices and other equipment and facilities, owned by the City, that receive discharges of wastewater for collection and conveyance to the City WWTP, as the City Collection System now exists or is hereafter added to, extended or improved. The location and principal components of the City Collection System are shown on Exhibit A.

“City Council” means the City Council of the City of Jackson.

“City Reserved Wastewater Treatment Service Capacity” means the total amount of Wastewater Treatment Service Capacity expressed in terms of flow that is not contracted to the [Township] or any other Customer Communities existing as of the effective date of this Agreement and that is available for use by City Users, future Customer Communities, or existing Customer Communities as may be determined by the City pursuant to Good Utility Practices and Applicable Legal Requirements. As of the effective date of this Agreement, the “City Reserved Wastewater Treatment Service Capacity” is 7 MGD of normal strength domestic waste.

“City Sewer Use and Pretreatment Ordinance” means Article III (“Sewer Use and Pretreatment”) of Chapter 27 of the City of Jackson Code of Ordinances, as may be

amended from time to time by the City, referred to in this Agreement as the “City Sewer Use and Pretreatment Ordinance.” References in this Agreement to the “City/[Township] Sewer Use and Pretreatment Ordinances” mean the City Sewer Use and Pretreatment Ordinance and/or the [Township] Sewer Use and Pretreatment Ordinance, as applicable to the context or as otherwise provided by this Agreement.

“**City User**” means any person located within the City that discharges wastewater into the City Collection System for treatment at the City WWTP.

“**City Wastewater Treatment System**” means the complete wastewater and sewage disposal system and treatment works, owned, operated, and controlled by the City (including the City WWTP, and the City’s Collection System) as now or hereafter added to, extended or improved.

“**City WWTP**” means the wastewater treatment plant, owned, operated, and controlled by the City, that is designed to provide treatment of wastewater, including all devices, processes, facilities, and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage or sludge, as the City WWTP now exists or is hereafter added to, extended or improved. The location and principal components of the City WWTP are shown on Exhibit A.

“**Customer Community**” means a local governmental unit (or other entity) that receives Wastewater Treatment Service by contract with the City for wastewater discharged by the local governmental unit (or other entity) for ultimate treatment by the City WWTP. The Southern Michigan State Prison facility located in Blackman Township is also considered a “Customer Community” as that term is used in this Agreement. The Customer Communities are collectively referred to in this Agreement as the “Customer Communities.”

“**Customer Community/City Sewer Advisory Board**” or “**Sewer Advisory Board**” means the Sewer Advisory Board established pursuant to Paragraph 11 of this Agreement.

“**Daily Flow**” means the total volume of [Township] Wastewater discharged at the Township/City Discharge Point during a single calendar day expressed in MGD. For each calendar day, this volume shall be measured over a full 24-hour period (beginning at midnight of each day and ending at midnight of each following day) at the Township/City Discharge Point.

“Discharge Emergency” means any situation where a discharge from the [Township] to the POTW presents an imminent endangerment to the health or welfare of persons, endangers the environment, or threatens to interfere with the operation of the POTW. If the discharge reasonably appears to present an imminent endangerment to the health or welfare of persons, the City shall have the authority after informal notice (verbal or written) to the [Township] or to the known specific noncompliant source or discharge to immediately and effectively halt or prevent the discharge. If the discharge presents or may present an endangerment to the environment or threatens to interfere with the POTW, the City shall have the authority, after providing notice and an opportunity to respond, to halt or prevent the discharge.

“DPW” means the Department of Public Works of the City or [Township] as specified by its use herein.

“EGLE” means the Michigan Department of Environment, Great Lakes, and Energy (or any successor agency of EGLE) or any successor state agency with jurisdiction over NPDES permitting in the state or other permits needed to use, operate, construct, repair, maintain, replace, or improve the City WWTP, the City Collection System, and/or the [Township] Collection System. EGLE was formerly known as the Michigan Department of Environmental Quality or “MDEQ.”

“Force Majeure” is defined as an occurrence or nonoccurrence arising from causes beyond the reasonable control of and without the fault of a Party, and which could not be avoided or overcome by the Party’s exercise of due diligence, including, but not limited to, acts of God, fire, explosion, flood, earthquake, and other natural disasters or extreme acts of nature, strikes, work stoppages, civil unrest, terrorism, war, rebellion, riot, acts of civil or military authority, acts of vandalism or other violence. Noncompliant discharges by Users located within the [Township] or the City (e.g., discharges in violation of applicable standards or limits, accidental discharges, slug discharges, or other discharges not normally within the meaning of Force Majeure) shall not be deemed or considered a cause beyond the reasonable control of the [Township] or the City. Further, “Force Majeure” does not include unanticipated or increased costs, changed financial circumstances, commencement of a proceeding in bankruptcy, contractual disputes, or failure to obtain a permit or license as a result of a Party’s actions or omissions.

“General User Permit” means a permit issued to any user other than a Significant Industrial User (including the [Township]) as provided by the City Sewer Use and Pretreatment Ordinance to control discharges to the POTW and to ensure compliance with applicable pretreatment standards and requirements.

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

“Industrial Pretreatment Program” or **“IPP”** means a program to comply with the requirements of R 323.2306 of the Michigan Pretreatment Rules, Michigan Administrative Code, R 323.2301 et seq., as amended, and equivalent federal provisions under the Federal Water Pollution Control Act (also known as the “Clean Water Act”), as amended, 33 USC 1251, et seq.; and the General Pretreatment Regulations (40 CFR part 403).

“Industrial Pretreatment Program (IPP) Fee” means a fee charged by the City to a User of the POTW (whether the User is located within or outside the City) in connection with the administration, implementation, or enforcement of the City’s IPP, as provided by the City Sewer Use and Pretreatment Ordinance.

“Lift/Pump Station” means a structure and associated equipment used to receive wastewater from a sewer at a low elevation and raise the wastewater by pumping or some other means to a higher elevation or pressure for discharge into a wastewater sewer.

“MAHL” means maximum allowable headworks loading. It is the estimated maximum loading of a pollutant that can be received at the City WWTP’s headworks without causing pass through or interference, as determined by a MAHL study conducted from time to time on behalf of the City by a qualified engineer and, to the extent required by Applicable Legal Requirements, accepted and/or approved by EGLE.

“MGD” means a rate of flow of a million gallons per day.

“MG/Month” or **“Million Gallons of Flow per Month”** means total volume of flow of a million gallons per month calculated by multiplying the Daily Flow times the number of days in the given calendar month.

“Monthly Flow” means the sum of the Daily Flow measurements of [Township] Wastewater discharged by the [Township] to the City WWTP in a given calendar month (beginning on 12:00 midnight of the first calendar day of the month and ending on 12:00 midnight of the last calendar day of the month), expressed in MG/Month. (See Exhibit E, “Calculation of Monthly Maximum Flow Limit.”)

“Monthly Maximum Flow Limit” means the maximum allowable Monthly Flow of [Township] Wastewater that may be discharged by the [Township] to the [Township]/City Discharge Point during any given calendar month. The Monthly Maximum Flow Limit for each Customer Community is calculated by multiplying the WWTP’s design capacity for treatment of wastewater flows from all sources, currently five hundred seventy (570) million gallons per month, by the Rolling Three-year Customer Community Average Daily Flow Percentage of Total Flow into the City WWTP of each Customer Community beginning with years 2022 through 2024, as shown on Exhibit E (“Calculation of Monthly Maximum Flow Limit”) of this Agreement. The Monthly Maximum Flow Limit for the [Township] shall be [_____] MG/Month of normal strength domestic waste.

“Nondomestic User Permit” means a User Permit issued to a Significant Industrial User, or to such other nondomestic user as determined appropriate by the City in implementing the City’s IPP, whether the user is located within the City or outside the City as provided by the City Sewer Use and Pretreatment Ordinance to control discharges to the POTW and to ensure compliance with applicable pretreatment standards and requirements.

“Party” means the City or the [Township], individually. **“Parties”** means the City and the [Township], collectively. **“Third Party”** means any person or entity other than the City and the [Township].

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

“POTW” (Publicly Owned Treatment Works). The complete sewage disposal, transportation and treatment system of the City as defined by City Sewer Use and Pretreatment Ordinance, including the City’s WWTP, and any devices, processes and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage or sludge, as well as sewers (including all main, lateral and intercepting sewers), pipes and other conveyances used to collect or convey wastewater or sewage to the WWTP, as now

or hereafter added to, extended or improved. The term “POTW” shall also include any sewers outside the City that convey wastewaters to the POTW from persons or entities who are, by contract or agreement with the City, users of the POTW.

“Prior Agreements” means the Wastewater Treatment Service agreements entered into by the City and the [Township] and/or other Customer Communities, as amended or extended in writing from time to time, all terminated on December 1, 2022, pursuant to the terms of the February 2022 Extension Agreement, and any other current or prior agreements between the City and Township (oral, written, express, or implied) regarding the provision by the City of Wastewater Treatment Services for Township Wastewater, including, but not limited to, the following:

City and Customer Communities:

“Sanitary Sewer Service Agreement,” dated July 8, 1996, between the City, the [Township], and other Customer Communities.

Blackman Charter Township; and Sandstone Charter Township:

- (a) May 1, 1986 “Wastewater Service Agreement” (entered between City and Blackman Charter Township) (30 year term); as amended by September 14, 1995, “Wastewater Service Agreement Addendum” (entered between City, Blackman Charter Township, and Sandstone Charter Township); as amended by March 30, 2005, “Wastewater Service Agreement Second Addendum” (entered between City, Blackman Charter Township, and Sandstone Charter Township).
- (b) March 30, 2005 “Urban Cooperation Act Agreement” (entered between City, Blackman Charter Township, Sandstone Charter Township).

Spring Arbor Township; Sandstone Charter Township; and Village of Parma:

- (a) March 10, 1986 “City of Jackson – Township of Spring Arbor Agreement” (entered between City and Spring Arbor Township) (30 year term); as amended by December 12, 1990 “Sanitary Waste Disposal Agreement” (entered between City, Spring Arbor Township, Sandstone Charter Township, and Village of Parma); as amended by February 14, 2003 “Wastewater Service Agreement (City of Jackson – Township of Spring Arbor) (Amendment to Increase Wastewater Allocation)” (entered between City, Spring Arbor Township, Sandstone Charter Township, and Village of Parma); as amended by May 9, 2006 “Wastewater Service Agreement –

Third Amendment” (entered between City, Spring Arbor Township, Sandstone Charter Township, and Village of Parma).

- (b) May 25, 2006 “Urban Cooperation Act Agreement” (entered between City and Village of Parma LDFA).

Summit Township:

- (a) April 8, 1986 “Wastewater Service Agreement” (Entered between City and Summit Township) (30 year term).

Napoleon Township:

- (a) May 1, 1986 “Wastewater Service Agreement” (entered between City and Napoleon Township) (30 year term); as amended by July 11, 1995 “Wastewater Service Agreement Addendum” (entered between City and Napoleon Township).

“Surcharge” means an additional charge made by the City for the treatment of wastewater containing pollutants in excess of specified concentrations, loadings, as specified by the City Sewer Use and Pretreatment Ordinance, and as established from time to time by resolution of the City Council.

“Rolling Three-year Average Daily Flow” is defined as follows: referring to the three (3) years ending on December 31st of the most recent year, summing the total gallons of wastewater discharged by the Customer Community in question to the WWTP for each year, and for each year dividing the sum by three hundred sixty-five (365), then dividing the result by one million (1,000,000) to arrive at an Average Daily Flow in terms of Million Gallons Per Day (MGD), then summing the Average Daily Flows obtained and dividing by three (3) to obtain the current Rolling Three-year Average Daily Flow for the Customer Community. (See Exhibit E, “Calculation of Monthly Maximum Flow Limit.”)

“Rolling Three-year Average Daily Flow Percentage of Total Flow” for each Customer Community is defined as follows: referring to the three (3) years ending on December 31st of the most recent year, dividing the Customer Community’s Rolling 3-year Average Daily Flow by the sum of all Rolling 3-year Average Daily Flows from all Customer Communities and the City of Jackson. (See Exhibit E, “Calculation of Monthly Maximum Flow Limit.”)

“Rolling Three-year Average Monthly Flow” is defined as follows: referring to the three (3) years ending on December 31st of the most recent year, summing the total gallons of wastewater discharged by the Customer Community in question to the WWTP for each year, and for each year dividing the sum by twelve (12), then dividing the result by one million (1,000,000) to arrive at an Average Daily Flow in terms of Million Gallons Per Day (MGD), then summing the Average Monthly Flows obtained and dividing by three (3) to obtain the current Rolling Three-year Average Monthly Flow for the Customer Community. (See Exhibit E, “Calculation of Monthly Maximum Flow Limit.”)

“Rolling Three-year Average Monthly Flow Percentage of Maximum Flow Limit” for each Customer Community is defined as follows: the Customer Community’s Rolling 3-Year Monthly Average Flow divided by the current Monthly Maximum Flow Limit. (See Exhibit E, “Calculation of Monthly Maximum Flow Limit.”) **“Total Wastewater Treatment Service Capacity”** means the total amount of Wastewater Treatment Service Capacity of the City Wastewater Treatment System, as determined from time to time by the City based on Good Utility Practices and Applicable Legal Requirements. The City estimates that Total Wastewater Treatment Service Capacity existing as of the effective date of this Agreement is 19 MGD flow of normal strength domestic waste.

“[Township]” means the [Township], Jackson County, Michigan, and the [Township]’s designated representatives as authorized by law.

“[Township]/City Discharge Point” means, as applicable: (1) the point(s) where the [Township] Collection System is connected to the City Collection System; (2) the point(s) where the [Township] Collection System is connected to another collection system (or systems) that conveys and ultimately discharges the [Township] Wastewater to the City Collection System; or (3) the point(s) where the [Township] discharges directly to the City WWTP without using the City Collection System, as shown on Exhibit B.

“[Township] Collection System” means the wastewater sewer system owned, operated, and controlled by the [Township], located within the [Township] and connected to the City Collection System at the [Township]/City Discharge Point, as shown on Exhibit B. The [Township] Collection System includes all of the gravity flow sewers, force mains, pipes and other conveyances, lift/pump stations, and pumps, along with any metering devices and other equipment and facilities, owned by the [Township] (and whether or not located within the [Township]) that receive discharges of [Township] Wastewater for collection and conveyance to the [Township]/City Discharge Point, as the [Township] Collection System now exists or is hereafter added to, extended or improved. Exhibit B shall be amended from time-to-time as needed to keep it up-to-date and to show any changes or

additions to the [Township] Collection System which occur subsequent to the effective date of this Agreement.

“[Township]’s General User Permit” means the General User Permit issued by the City to the [Township] under the City Sewer Use and Pretreatment Ordinance (as distinguished from Nondomestic User Permits issued by the City to specific [Township] Users located within the [Township] Service District) and that applies to the total combined discharge of [Township] Wastewater to the City Collection System as received at the [Township]/City Discharge Point and conveyed to the City WWTP.

“[Township]/Local Governing Body” means the [Township Local Governing Body] of the [Township].

“[Township] Premises” means any lot, parcel of land, building, or structure located within the [Township] Service District having any connection, directly or indirectly, to the [Township] Collection System, or from which there is, or may be, a discharge to the [Township] Collection System and/or to the [Township]/City Discharge Point and that ultimately discharges to the City WWTP.

“[Township] Service District” means the area located within the jurisdictional limits of the [Township] with boundaries as shown on Exhibit C that is eligible to receive Wastewater Treatment Service from the City, subject to the terms, conditions, and requirements of this Agreement and Applicable Legal Requirements. The [Township] Service District shall also include customers, including portions of other local governmental units, located outside of the jurisdictional limits of the [Township] that are currently being served by the [Township] as of the effective date of this Agreement as also shown on Exhibit C. The boundaries of the [Township] Service District may not be changed or modified and no portion of [Township] Service District shall extend outside the jurisdictional limits of the [Township] without the prior approval of the City as otherwise provided by Paragraph 14 of this Agreement. If the jurisdictional limits of [Township] or the boundaries of [Township] Service District are changed after the effective date of this Agreement, Exhibit C shall be amended to accurately show the changed boundaries.

“[Township] Sewer Use and Pretreatment Ordinance” means the sewer use and pretreatment ordinance adopted by the [Township] as required by the City Sewer Use and Pretreatment Ordinance and this Agreement. References in this Agreement to “City/[Township] Sewer Use and Pretreatment Ordinances” mean the City Sewer Use and

Pretreatment Ordinance and/or the [Township] Sewer Use and Pretreatment Ordinance, as applicable to the context or as otherwise provided by this Agreement.

“**[Township] User**” means any person located within the [Township] Service District that contributes, causes, or permits the contribution, introduction, or discharge of wastewater or pollutants into the [Township] Collection System and/or to the [Township]/City Discharge Point, whether intentional or unintentional, and whether directly or indirectly. For purposes of this Agreement, references to “[Township] User” shall be construed to also mean and/or include “[Township] Premises,” as appropriate to the actual circumstances in question.

“**[Township] Wastewater**” means any and all waste, wastewater, effluent, inflow, infiltration, or pollutants, originating from within the [Township] Service District, discharged (separately and/or combined, directly or indirectly) by the [Township], [Township] Users, or [Township] Premises, to the [Township]/City Discharge Point. [Township] Wastewater does not include wastewater contributed or discharged to the [Township] Collection System from sources outside the [Township] Service District, including, but not limited to, discharges from the collection systems of other Customer Communities.

“**Wastewater Treatment Service**” means the acceptance of discharges of [Township] Wastewater for treatment and disposal by the City WWTP consistent with the terms, conditions, and requirements of this Agreement and in compliance with Applicable Legal Requirements.

“**Wastewater Treatment Service Capacity**” means the ability of the City Wastewater Treatment System, as determined by the City, to accept and provide Wastewater Treatment Service, expressed in terms of flow of normal strength domestic waste, consistent with the design and condition of the City Collection System and City WWTP and in compliance with Applicable Legal Requirements and the terms, conditions, and requirements of this Agreement.

2. UNDERTAKING – IN GENERAL

From and after the effective date of this Agreement and until this Agreement is terminated as provided by Paragraph 28 of this Agreement:

A. City’s Undertaking. The City agrees to provide Wastewater Treatment Service to the [Township] for all [Township] Wastewater that is conveyed from the [Township] Service

District and discharged to the [Township]/City Discharge Point subject to the terms, conditions, and requirements of Paragraph 3 of this Agreement (“Treatment of [Township] Wastewater”), and provided that the Township’s discharges otherwise comply with all other terms, conditions, and requirements of this Agreement and Applicable Legal Requirements.

B. The [Township’s] Undertaking. The [Township] agrees to convey and dispose by discharge to the [Township]/City Discharge Point all [Township] Wastewater for which public sewer is available in the [Township] Service District, subject to the terms, conditions, and requirements of Paragraph 3 of this Agreement (“Treatment of [Township] Wastewater”); to pay the City for Wastewater Treatment Services as provided by this Agreement; and to comply with the other terms, conditions, and requirements set forth in this Agreement and Applicable Legal Requirements. (For the purposes of this Paragraph 2(B), the determination of whether or not public sewer is available to a particular Township Premises shall be based on the provisions of the [Township] Sewer Use and Pretreatment Ordinance that are relevant to “available public sewer.”)

C. Standard of Care. All actions undertaken by the City and by the [Township] in meeting the terms, conditions, and requirements and performing their respective obligations as set forth in this Agreement shall be performed in compliance with Good Utility Practices and Applicable Legal Requirements.

3. TREATMENT OF [TOWNSHIP] WASTEWATER

The City agrees to provide Wastewater Treatment Service for all [Township] Wastewater discharged and conveyed from the [Township] Service District to the [Township]/City Discharge Point in accordance with the provisions of this Paragraph 3, subject to all other terms, conditions, and requirements of this Agreement and provided that all [Township] Wastewater discharged to the City Collection System and/or City WWTP is at all times in full compliance with all Applicable Legal Requirements.

A. Maximum Flow.

1. Monthly Maximum Flow Limit. At no time shall the [Township’s] Monthly Average Flow exceed the [Township’s] Monthly Maximum Flow Limit which as of the effective date of this Agreement is [] MG/Month of normal strength domestic waste.

2. Compliance. The [Township’s] compliance with Paragraph 3(A)(1) shall be determined by the City based on flows measured at the [Township]/City Discharge Point as shown on Exhibit B.

B. Maximum Strength.

All [Township] Wastewater discharged to the [Township]/City Discharge Point shall comply at all times with the general and specific discharge prohibitions as provided by Sections 27-76.01(A) and 27-76.01(B) of the City Sewer Use and Pretreatment Ordinance as amended or added by the City from time to time (including, but not limited to the standard concentration limits for the pollutant parameters as provided by Section 27-76.01(B)(1) of the Ordinance). Compliance with the general and specific discharge prohibitions of the City Sewer Use and Pretreatment Ordinance for discharges of [Township] Wastewater shall be determined by the City at the [Township]/City Discharge Point as shown on Exhibit B.

C. Exceedance of Township Monthly Maximum Flow Limit.

If at any time the City determines based on metering that the total amount of wastewater flow discharged by [Township] in a given month exceeds the [Township's] Monthly Maximum Flow Limit for 3 months in any 4-month rolling period, that information shall be shared with the Sewer Advisory Board and the [Township] and the City shall proceed to meet in good faith to discuss the causes of the excess discharges. Based on that meeting, the City and/or the Township may take any or all of the following actions all of which shall also be shared with the Sewer Advisory Board:

1. **Compliance Plan.** The City and the Township shall work to develop and implement a mutually agreeable binding compliance plan to minimize and prevent current and future exceedances of the Township's Monthly Maximum Flow Limit. Depending upon the likely causes of the excess flow (such as increasing Inflow and/or Infiltration, unforeseen development, etc.), the compliance plan may include by way of example only: (1) a plan by the [Township] to conduct maintenance or capital improvements to its collection system; (2) additional use of treatment capacity from the City Reserved Wastewater Treatment Service Capacity to the [Township]; (3) an agreement between the [Township] and other Customer Communities to use available excess capacity on terms agreeable to those parties and the City; and (4) capital improvements to the WWTP to increase the Total Wastewater Treatment Service Capacity.

2. **Excess Discharge Fee.** The City may impose an Excess Discharge Fee based upon the amount of the demonstrated excess flow. The amount of the Excess Discharge Fee per excess gallon of flow shall be established from time-to-time by resolution of the City Council following consideration and a recommendation of the Advisory Committee. The Excess Discharge Fee shall be assessed to the [Township] over and above the wastewater treatment service charges, extra-strength surcharges, and IPP fees (if any) Paragraph 5 ("Rates, Billing, and Collection"), Subparagraphs 5(1), (2) and (3) of this Agreement.

3. Enforcement and Sanctions. If the flow discharged by [Township] exceeds the Township's Monthly Maximum Flow Limit or is discharged in violation of the [Township's] General User Permit or the City Sewer Use and Pretreatment Ordinance, the City may take appropriate enforcement action and assess appropriate sanctions against the [Township]. No sanctions shall be imposed by the City on the [Township] unless the City determines based on Good Utility Practices and Applicable Legal Requirements that the sanctions are warranted in order to compel compliance by the [Township] or to ensure that the POTW, human health or welfare, or the environment will not be exposed to adverse impacts as a result of the excess flows. If a Compliance Plan has been adopted to address the [Township's] excess flows as provided by Paragraph C(1) of this Agreement, the City shall not impose any sanctions as provided by this Paragraph C(3) for excess flows that occur during implementation of the Compliance Plan unless (a) the excess flows are the result of the [Township's] failure to fully or timely implement the Compliance Plan or (b) the excess flows cause or contribute to a violation of Applicable Legal Requirements. Any decision to impose a sanction shall be made on a case-by-case basis after providing opportunity for the [Township] to respond and present information and evidence. Depending on the circumstances, sanctions that could potentially be imposed by the City include, but are not limited to, restrictions on sewer construction; limitations on sewer taps for new industrial, commercial or residential customers; installation of flow restriction measures within the local sewer in the vicinity of the Township/City Discharge Point to limit the [Township's] discharges to the Township's Monthly Maximum Flow Limit; the assessment of fines as authorized by the City Sewer Use and Pretreatment Ordinance; and legal or administrative actions necessary to enforce the provisions of this Agreement.

4. Other Actions or Remedies. The City may take such other actions or pursue remedies to mitigate or prevent the identified exceedances as determined necessary and appropriate by the City consistent with Good Utility Practices and Applicable Legal Requirements.

D. Availability of Wastewater Treatment Service Capacity.

1. City is not obligated to set aside any of the City Reserved Wastewater Treatment Capacity for the [Township] or any Customer Community; however, City shall communicate with the Sewer Advisory Board and take all reasonable actions, consistent with Good Utility Practices and Applicable Legal Requirements, to ensure that the City WWTP has sufficient Wastewater Treatment Capacity to meet its obligations to the [Township] under this Agreement and the means to respond reasonably to increased demand for services as result of development within the City and Customer Communities.

2. The [Township] shall promptly communicate with the City and the Sewer Advisory Board about any anticipated or reasonably foreseeable changes in the volume, strength, and/or quality of [Township] Wastewater so the City can plan for any changes to City WWTP operations or any improvements to the City WWTP that might be needed as determined by the City to accommodate those anticipated or foreseeable changes in [Township's] ability to comply with the Township's Monthly Maximum Flow Limit and consistent with the other terms, conditions, and requirements of this Agreement.

E. Changes in Wastewater Treatment Capacity and/or Discharge Limits.

1. Temporary or permanent changes in the amount of Wastewater Treatment Capacity that is available to all Users and/or applicable flow or strength discharge limits may occur due to such factors as weather conditions, temporary operational challenges at the City WWTP, equipment or facility failures at the City WWTP, changes in Applicable Legal Requirements, a Force Majeure event, or a change in the City WWTP's MAHL.

2. The City will take all reasonable measures to prevent or minimize such changes, consistent with Good Utility Practices and Applicable Legal Requirements. To the extent such changes are not reasonably avoidable, the City shall promptly consult with the [Township] about the needed changes and their expected duration and shall collaborate with the [Township] as to how the changes could be imposed to minimize adverse impacts on [Township] Users. If such collaboration fails to find a way to otherwise impose the changes, and the changes are not solely or primarily due to discharges of [Township] Wastewater from the [Township] or from one or more other identified Customer Communities, the changes shall be applied proportionally to all Users of the POTW, wherever located, including City Users, so that the [Township] and [Township] Users are affected proportionally the same as all other Users.

F. [Township]'s General User Permit; [Township] User Nondomestic Permits.

1. [Township]'s General User Permit. The City will issue each Customer Community (including the [Township]) a General User Permit that applies to the discharge of [Township] Wastewater to the City Collection System as received at the [Township]/City Discharge Point and conveyed to the City WWTP. The purpose of the General User Permits will be to ensure compliance with applicable pretreatment standards and requirements consistent with Applicable Legal Requirements. The General User Permits shall not contain any term or requirement that is inconsistent or in conflict with any provision of this Agreement. Compliance with the standards and requirements of the [Township]'s General User Permit shall be determined at the [Township]/City Discharge Point.

2. [Township] User Nondomestic Permits. The City may issue Nondomestic User Permits to [Township] Users to require compliance with discharge limitations and pretreatment standards and requirements at the point of discharge to the [Township] Collection System, the City Collection System, and/or to the City WWTP, as determined necessary by the City to achieve the goals and purposes of the City Sewer Use and Pretreatment Ordinance, and consistent with Applicable Legal Requirements.

3. The [Township] shall take no action to circumvent the limitations, standards, and requirements of the [Township]'s General User Permit or any Nondomestic User Permit issued by the City.

G. City Acceptance of Discharges.

1. The City's acceptance, treatment, and disposal of [Township] Wastewater is conditioned upon compliance by the [Township] and [Township] Users with this Agreement and Applicable Legal Requirements. Accordingly, the City may refuse to accept or may terminate any discharge of [Township] Wastewater to the [Township]/City Discharge Point that does not comply with the terms, conditions, and requirements of this Agreement or Applicable Legal Requirements, (subject to any applicable process or appeal procedure provided by Applicable Legal Requirements). Notwithstanding the foregoing, and unless the Township's noncompliant discharge reasonably appears to constitute a Discharge Emergency that presents an imminent endangerment to the health or welfare of persons, the City shall not take any legal or physical action to bar acceptance of [Township] wastewater without first providing the [Township] reasonable notice of non-compliance, an opportunity to respond, and a reasonable time to cure same. Instances of non-compliance under which the City may refuse to accept or terminate discharges of [Township] Wastewater include, but are not limited to, discharges under any of the following specific circumstances:

(a) The [Township] or a [Township] User has failed or refused to pay all or any portion of charges, costs, penalties, fees, or other amounts due and payable to the City as provided by this Agreement or by Applicable Legal Requirements, provided however, that to the extent such non-compliance is limited to a [Township] User or Premises, the City's refusal to accept wastewater or termination of discharges shall be limited to the [Township] User or Premises determined by the City to be responsible for the noncompliance.

(b) The discharge contains pollutants, substances, or constituents of a type or in a quantity that the City determines have a reasonable potential to cause or contribute to a violation of the general or specific discharge prohibitions of the City/[Township] Sewer Use and Pretreatment Ordinances, or that reasonably appears to constitute a Discharge Emergency.

(c) The discharge is from any portion of the [Township] Collection System that does not comply with Paragraph 10 of this Agreement.

(d) The [Township] or a [Township] User has failed or refused to comply with the requirements of a User Permit (General or Nondomestic) following actions taken by the City consistent with Good Utility Practices and Applicable Legal Requirements to bring the [Township] or the [Township] User into compliance.

(e) The discharge would cause or contribute to an exceedance of the [Township's] Monthly Maximum Flow Limit.

(f) The City's failure or refusal to accept all or any portion of the discharge is due to circumstances constituting a Force Majeure as provided by this Agreement.

2. If the City can reasonably ascertain a specific source of noncompliance, specific noncompliant discharge, or specific noncompliant [Township] User, the City shall use all reasonable efforts consistent with Good Utility Practices and Applicable Legal Requirements to limit its refusal to accept and/or termination of a discharge as provided by Paragraph 3(G)(1) to the specific noncompliant source or discharge; provided that the City may take any action it determines necessary to protect the public health, safety, welfare, the environment, or the City WWTP, or to enforce or ensure compliance with this Agreement and/or Applicable Legal Requirements.

4. MEASUREMENT AND MONITORING OF [TOWNSHIP] WASTEWATER

The measurement and monitoring provisions of this Paragraph shall apply for purposes of determining and billing applicable rates, fees, and charges associated with the treatment and disposal by the City of the [Township]'s Wastewater, and to determine compliance of discharges of [Township] Wastewater with Applicable Legal Requirements.

A. Measurement of [Township] Wastewater Flow. For purposes of accurately determining the amount of [Township] Wastewater flow discharged to the [Township]/City Discharge Point, the following provisions shall apply:

1. The City shall provide, purchase, install, and maintain (and repair or replace, as needed) a bulk flow meter, located at the [Township]/City Discharge Point as determined necessary by the City in accordance with Good Utility Practices and Applicable Legal Requirements. Costs related to same shall be billed in accordance with Paragraph 4(A)(8), below.

2. If determined necessary by the City in accordance with Applicable Legal Requirements to accurately measure the amount of [Township] Wastewater flow discharged to the [Township]/City Discharge Point, the City may require additional meters of the same or different type or at different or additional locations, as approved by the City. Any such additional required meter shall be provided, purchased, installed, and maintained (or repaired or replaced, as needed) by the City.

3. If any required meter is located at a place under the ownership and/or control of the [Township] (including, but not limited to, a lift/pump station or other structure), the City shall be allowed immediate access to the meter at all times to achieve the purposes and objectives of this Agreement and as otherwise authorized by Applicable Legal Requirements.

4. All required meters shall be calibrated by the City to accurately measure the amount of [Township] Wastewater flow discharged to the [Township]/City Discharge Point. At a minimum, the meters shall be calibrated at least once every 12 months, or more frequently if required by the City or requested by the [Township] consistent with Good Utility Practices and Applicable Legal Requirements, or if recommended by the manufacturer's specifications. The City shall provide notice to the [Township] no later than seven (7) days prior to the calibration and shall permit a [Township] representative to be present during the calibration. The [Township] shall have equal access to all meters and City shall permit [Township] to verify the accuracy of readings and calibrations at the sole cost of [Township]. In the event that [Township]'s calibration check results in a change in calibration because of inaccuracy, the City shall reimburse [Township] for the cost of verification.

5. All required meters shall be maintained by the City on the [Township]'s behalf in good operating condition at all times. If any required meter fails to operate or fails to accurately measure flow, the meter shall be repaired or replaced as promptly as possible, but in no case more than 30 days from the date of the failure. In determining the amount of [Township] Wastewater flow discharged during the period that a meter is not in operation (or during a period that [Township] Wastewater daily flow is not measured for any reason), the daily flow for that period shall be deemed to be an amount equal to the average of the daily flow meter readings for a period of the same duration during which flow meter readings were obtained and during which the circumstances were similar for historical data such as weather, use by [Township] Users, or such other data or information that can be used by the City to reasonably estimate the amount of flow during the period of meter failure, consistent with Good Utility Practices.

6. Any demonstrated inaccuracy to meter flow measurements caused by conditions within the City’s collection system shall be the responsibility of the City, and City shall reimburse [Township] for documented overcharges based upon the same.

7. [Township] Wastewater flow shall be metered continuously, at all times during discharge. The City shall read and record the daily and monthly wastewater flow data as measured by the meter located at the [Township]/City Discharge Point. For any other required meters, except as otherwise approved or required by the City, the City shall read and record the daily and monthly wastewater flow data.

8. All costs actually incurred by the City consistent with Good Utility Practices associated with providing, purchasing, installing, operating, maintaining, repairing, fixing, replacing, calibrating, or reading any required meter, including administrative or overhead costs, shall be paid for solely by the [Township] and at no expense to the City. Costs incurred by the City as provided by this Paragraph 4(A) shall be billed to the [Township] on a monthly basis.

9. The measurement of [Township] Wastewater flow discharged to the [Township]/City Discharge Point shall otherwise comply with all requirements of the [Township]’s General User Permit, the City Sewer Use and Pretreatment Ordinance, Good Utility Practices, and other Applicable Legal Requirements.

B. Determination of Strength and Quality of [Township] Wastewater.

For purposes of accurately determining the strength and quality of the [Township] Wastewater discharged to the [Township]/City Discharge Point, the following provisions shall apply:

1. The City shall provide, purchase, install, and maintain (and repair or replace, as needed) suitable control structures and necessary measuring and sampling devices to allow and facilitate the observation, sampling, and measurement of the strength and quality of [Township] Wastewater discharged to [Township]/City Discharge Point, as determined necessary and approved by the City in accordance with Applicable Legal Requirements. The required control structures and measuring and sampling devices shall be located at [Township]/City Discharge Point.

2. If determined necessary by the City in accordance with Applicable Legal Requirements to accurately determine the strength and quality of [Township] Wastewater discharged to [Township]/City Discharge Point, the City may require additional structures and devices at different locations on [Township] Collection System, as approved by the City.

3. If any required structure or device is located at a place under the ownership and/or control of [Township] (including, but not limited to, a lift/pump station or other structure), the City shall be allowed immediate access to the structure or device at all times to achieve the purposes and objectives of this Agreement and as otherwise authorized by Applicable Legal Requirements. The [Township] shall have equal access to all such structures or devices and the City shall permit the [Township] to verify the accuracy of their readings and calibrations at the sole cost of [Township].

4. All required structures and devices shall be maintained by the City on the [Township]'s behalf at all times in a safe, clean, and proper operating condition in accordance with Good Utility Practices and Applicable Legal Requirements. Proper operation and maintenance includes, without limitation, effective performance, adequate funding, adequate operator staffing, and adequate quality assurance/quality control (QA/QC) procedures for measuring, sampling and analysis.

5. If any required device fails, the device shall be fixed or replaced as soon as determined necessary by the City to protect the City WWTP, but in no case later than 30 days from the date of the failure. In determining sample and analytical results during the period that a device is not in operation (or during a period that any parameter of the [Township] Wastewater daily discharge is not sampled or analyzed for any reason), the daily sample results for that period shall be deemed to be an amount equal to the average of the daily results for each parameter in question for a period of the same duration during which samples and analytical results were obtained and during which the circumstances were similar for historical data such as weather, use by [Township] Users, or such other data or information that can be used by the City to reasonably estimate the sample results during the period of device failure, consistent with Good Utility Practices.

6. Unless otherwise required by the City, the sampling and analysis of [Township] Wastewater required by this Agreement shall be performed by the City, consistent with the requirements the City Sewer Use and Pretreatment Ordinance and other Applicable Legal Requirements.

7. The [Township] Wastewater discharged to the [Township]/City Discharge Point shall be sampled as frequently as determined necessary by the City to assess and assure compliance with the requirements of this Agreement, the City Sewer Use and Pretreatment Ordinance, and Applicable Legal Requirements.

8. The [Township] Wastewater sample parameters to be tested shall include at least those required by the [Township]'s General User Permit and any other parameters as determined

necessary and required by the City, consistent with Applicable Legal Requirements. The City shall not impose parameters that are not provided for or authorized by Applicable Legal Requirements.

9. Except as otherwise expressly provided by this Agreement, all sampling, measurements, tests, and analyses of the characteristics of the [Township] Wastewater discharges to the [Township]/City Discharge Point shall be performed in accordance with the [Township]'s General User Permit, the City Sewer Use and Pretreatment Ordinance, and other Applicable Legal Requirements.

10. If the [Township] (whether voluntarily or required by the City) conducts any sampling of the [Township] Wastewater using the monitoring, sampling and analytical procedures as required by this Agreement, the [Township] shall provide the City with copies of all sample and analytical results obtained by the [Township] no later than the 10th day of the following month. If the sampling performed by [Township] indicates a violation, [Township] shall notify the City within 24 hours of becoming aware of the violation and shall otherwise comply with the requirements of Section 27-79.06 of the City Sewer Use and Pretreatment Ordinance applicable to self-monitoring.

11. If timely requested by [Township], the City shall attempt to coordinate any sampling with [Township] so [Township] can take split samples, consistent with Applicable Legal requirements. If [Township] undertakes any sampling, it shall notify the City and, if timely requested by the City, shall coordinate with the City so the City can take split samples. Each Party shall provide copies of any sampling results to the other Party within 7 days of the receipt of those results.

12. All costs actually incurred by the City consistent with Good Utility Practices associated with providing, purchasing, installing, operating, maintaining, repairing, fixing, replacing, calibrating or reading any required device, or associated with required monitoring, sample collection, or sample analyses, including, but not limited to, the costs or fees associated with inspection or surveillance by the City, and administrative or overhead costs, shall be paid for by the [Township] and shall be at no expense to the City. Costs incurred by the City as provided by this Paragraph 4(B) shall be billed to the [Township] monthly.

5. RATES, BILLING, AND COLLECTION

A. Charges for Wastewater Treatment Services.

1. Township Rate. The rate to be charged by the City to the [Township] for Wastewater Treatment Services provided by the City pursuant to this Agreement shall be

determined in accordance with the Wastewater Treatment Service rate methodology (the “WTS Rate Methodology”) attached to this Agreement as Exhibit D.

2. Billing. The charges determined using the WTS Rate Methodology shall be billed and collected as provided by Paragraph 5(D) of this Agreement and consistent with Applicable Legal Requirements.

3. Rate Methodology; Revision/Update of Allocated Departments. The WTS Rate Methodology shall not be changed absent a written amendment to this Agreement agreed to by both Parties; provided that the City shall have the right to revise and update the Departments allocated to each asset class in Steps 1 through 2 of the WTS Rate Methodology as determined necessary by the City from time to time to best allocate expenses to the correct asset classes and to comply with the City’s accounting needs. Any proposed modifications to the WTS Rate Methodology shall be presented to the Sewer Advisory Board for the Board’s review and comment.

4. Spring Arbor Township Pretreatment Cost Reduction/Credit. Spring Arbor Township owns and operates a lagoon treatment/retention facility that has been demonstrated to capture some degree of Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD) solids, essentially pretreating the Spring Arbor Township’s wastewater flow prior to discharge to the City’s WWTP. Accordingly, and as agreed to by the City and all other current Customer Communities, Spring Arbor Township shall receive a monetary credit for pounds of TSS and BOD solids that are proven to be captured prior to discharge by the Spring Arbor Township lagoon facility as further provided by this Paragraph 5(A)(4).

(a) Spring Arbor Township’s wastewater flows will be analyzed by the City at Spring Arbor’s cost on a regular basis to establish and confirm the difference between the solids in the Spring Arbor lagoon influent and effluent flows. The City will calculate a corresponding credit amount based on that difference according to TSS and BOD per-pound treatment costs at the City’s WWTP as determined by the City. All analytical data and credit calculations shall be shared between the City and Spring Arbor Township, as well as with the Sewer Advisory Board on a regular basis.

(b) The allocation of the pretreatment credit will be included in the City WWTP’s annual budget as a shared expense.

(c) The City, Spring Arbor Township, and all other current Customer Communities agree that the pretreatment credit provided by this Paragraph shall be exclusive to and made available only to Spring Arbor Township; it is not intended to and shall not be construed to

establish any kind of precedent, right, or eligibility for a similar credit to be granted or made available to any other current or future Customer Community.

(d) Further, nothing in the Paragraph shall exclude or prevent the application of any extra-strength surcharges or other pretreatment standards or requirements that may be determined by the City to be applicable to Spring Arbor Township’s discharges to the City WWTP.

B. Extra Strength Surcharges.

1. Surcharge thresholds and rates shall be determined and established for specific pollutant parameters from time to time by resolution of the City Council as provided by the City Sewer Use and Pretreatment Ordinance and the WTS Rate Methodology (Exhibit D), subject to Good Utility Practices and Applicable Legal Standards. Any proposed lowering of surcharge thresholds or increasing surcharge rates shall be presented to the Sewer Advisory Board for the Board’s review and comment.

2. The City shall bill the [Township] for any Surcharges associated with the [Township]’s discharge of [Township] Wastewater to the [Township]/City Discharge Point. The City shall directly bill [Township] Users for any Surcharges associated with a particular [Township] User’s discharge to the [Township] Collection System.

C. IPP Fees.

1. The [Township] and [Township] Users shall pay to the City any applicable IPP Fees associated with their respective discharges of [Township] Wastewater as determined by the City and as provided by the City Sewer Use and Pretreatment Ordinance.

2. The City shall bill the [Township] for any IPP Fees associated with the [Township]’s discharge of [Township] Wastewater to the [Township]/City Discharge Point. The City shall directly bill [Township] Users for any IPP Fees associated with a particular [Township] User’s discharge to the [Township] Collection System. The City’s invoice to [Township] shall not include any amount that was included in the City’s direct billing of [Township] Users.

D. Billing and Collection – In General.

1. The City shall invoice the [Township] and/or [Township] Users monthly for the charges, fees, and any other amounts due the City as provided by this Agreement.

2. Except as otherwise provided for disputed amounts in Paragraph 5(E), the invoices shall be due and payable to the City at the same times, under the same payment requirements, and subject to the same late-payment consequences and remedies as City invoices provided to equivalent City Users.

E. Disputed Amounts.

1. If the [Township] needs clarification with regard to any item in an invoice from the City, it shall seek clarification through a written inquiry within 30 days of receipt of the invoice. The City shall respond to the [Township's] inquiry within 30 days of receipt of same. Any dispute arising out of the inquiry shall be resolved as provided by this Paragraph 5(E).

2. The [Township] must request resolution of any dispute, following an inquiry as set forth in Paragraph 5(E)(1) within 15 days of the date receipt of the City's response to the inquiry; otherwise objection to the invoice in question shall be deemed waived.

3. If the [Township] disputes any portion of an amount invoiced by the City, [Township] shall (1) pay to the City when due the undisputed amount of any invoice, (2) pay the disputed amount into a separate, interest-bearing escrow account, and (3) provide to the City a detailed written explanation of the factual and legal basis for the dispute and a detailed written proposed resolution of the dispute.

4. If the disputed amount cannot be informally resolved between the Parties, or if there is no procedure to resolve the dispute under Applicable Legal Requirements, the dispute shall then be addressed as provided in Paragraph 26 of this Agreement in a manner otherwise consistent with the provisions of this Paragraph 5(E).

5. Interest earned on the escrowed amount shall be paid to the Party who receives the principal upon resolution of the dispute. In addition, if the [Township]'s dispute of any portion of any invoice is determined to be without merit, the City may require the [Township] to pay such interest, late payment fees, and penalties related to the unpaid (escrowed) portion of the invoice that the City would charge any equivalent City User, with a credit applied for the interest earned while the disputed amount was held in escrow.

6. Notwithstanding any provision to the contrary in Paragraphs 5(E)(1) through 5(E)(5), above, if the [Township] or a [Township] User disputes any portion of an IPP Fee assessed by the City, the dispute shall be resolved pursuant to the procedures under Section 27-88 ("Administrative Review and Appeals") of the City Sewer Use and Pretreatment Ordinance.

F. Adjustments of Rates, Fees, and Charges. Wastewater Treatment Service rates, and other fees and charges applicable to the [Township] and/or [Township Users] shall be adjusted by the City at the same times and on the same basis as adjustments made by the City that are applicable to equivalent City Users and as otherwise provided by this Agreement.

G. Responsibility for Payment.

1. The [Township] and [Township] Users shall be invoiced for rates, fees, and charges as provided by this Agreement; provided that the [Township] shall be primarily and principally obligated and ultimately responsible to pay all amounts due to the City from the [Township] at the times and in the amounts as provided by this Agreement.

2. If requested by the City, the [Township] shall take all necessary and appropriate action to collect such rates, costs, expenses, and debts from [Township] Users and submit the amounts collected to the City, including using any remedies available to the [Township] as authorized by this Agreement and/or Applicable Legal Requirements.

3. If the City determines that it needs to make modifications or additions to the City WWTP or the City's Wastewater Treatment Service operations that will be used by or provide measurable benefit to all Users of the POTW, the cost of those modifications or additions shall be shared proportionately by all Users as per the rate methodology then in place. Any such proposed modifications or additions shall be presented to and explained (including the need for same) and discussed by the Sewer Advisory Board.

4. If modifications or additions are made to the City WWTP or the City's Wastewater Treatment Service operations at [Township]'s request to meet the specific needs of [Township] or [Township] Users, those modifications or additions shall to that extent be paid for solely by [Township] or [Township] Users, as applicable. Similarly, if modifications or additions are made to the City WWTP or the City's Wastewater Treatment Service operations at the request of a User (other than [Township] or a [Township] User) to meet the specific needs of that User, those modifications or additions shall to that extent be paid for solely by that User.

5. Notwithstanding any provision of this Agreement to the contrary, if the City incurs any new bonded indebtedness to provide Wastewater Treatment Service to [Township] as provided by this Agreement, and the new bonded indebtedness has been authorized by [Township] and incurred by the City at the Township's request and on [Township]'s behalf, [Township] shall continue to be obligated to pay to the City [Township]'s proportionate share of such new indebtedness until the debt under any such bond has been fully paid. This obligation shall survive the termination of this Agreement.

6. INDUSTRIAL PRETREATMENT PROGRAM; ADMINISTRATION AND ENFORCEMENT

A. Creation of Industrial Pretreatment Program. The City shall administer and enforce a certified Industrial Pretreatment Program (“IPP”) that regulates and controls discharges of [Township] Wastewater to the POTW as provided by the City/[Township] Sewer Use and Pretreatment Ordinances and as necessary to comply with applicable State and Federal laws and regulations, including the Federal Water Pollution Control Act (also known as the “Clean Water Act”), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended (“Water Resources Protection”); and the Michigan Pretreatment Rules, Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to Sections 3103, 3106 and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of 1994, as amended.

B. Notice Regarding IPP-related Actions. To the extent possible, the City shall provide reasonable opportunity for notice and consultation with [Township] when undertaking IPP-related actions with respect to [Township] Users, and shall seek to administer the City’s IPP so as to minimize undue adverse impacts on [Township] Users, provided that doing so does not prevent or impair the City’s ability to fully and timely comply with the City’s obligations and duties under Applicable Legal Requirements.

C. Manner of Administration by City. By this Agreement, the [Township] fully authorizes the City, independently of the [Township], to administer and enforce the City’s IPP and Applicable Legal Requirements within the [Township] with respect to all discharges of [Township] Wastewater to the [Township] Collection System, including, but not limited to, the authority to:

1. Carry out all inspection, surveillance, sampling and monitoring activities and procedures as necessary to determine, independent of information supplied by the [Township], [Township] Users, or any other persons, compliance, or noncompliance with Applicable Legal Requirements.

2. Issue, modify, revoke, deny, and reissue User Permits to the [Township] and/or [Township] Users as provided by Applicable Legal Requirements. All notices and reports required by any User Permit shall be made by the User directly to the City.

3. Initiate and prosecute administrative and judicial enforcement proceedings for violations by Users of Applicable Legal Requirements.

4. Take any action authorized or required to be taken by Applicable Legal Requirements with regard to discharges of [Township] Wastewater.

D. Township Enforcement Cooperation. [Township] shall cooperate with the City to ensure compliance with the IPP and other Applicable Legal Requirements. [Township] shall at the City's direction, following the exhaustion of appeal or other rights of the affected [Township] User, and if otherwise required or permitted by Applicable Legal Requirements, disconnect [Township] User from [Township] Collection System. [Township] shall also impose liens on property, add delinquent payments of amounts owed to [Township] property tax bills, and take other actions needed to collect any fines, penalties or other amounts due as a result of any actions taken to implement or enforce the IPP or other Applicable Legal Requirements. If the City requests [Township] to take or require action in connection with discharges of [Township] Wastewater as provided by this Agreement and consistent with Applicable Legal Requirements, and [Township] fails or refuses to timely take or require the requested action, then the City may proceed unilaterally to take or require such action and may bill [Township] for any related costs and expenses thereby incurred by the City, as authorized by Applicable Legal Requirements.

E. Discharges Subject to Applicable Legal Requirements. The discharge of [Township] Wastewater to the [Township] Collection System shall, at a minimum, be subject to and comply with Applicable Legal Requirements at the [Township]/City Discharge Point. All discharges from individual [Township] Users to the [Township] Collection System shall, at a minimum, be subject to and comply with Applicable Legal Requirements at the point of each discharge to the [Township]'s Collection System.

F. City's Special Counsel and Consultants. The City may retain and designate special legal counsel and other consultants to assist in the administration and enforcement of the IPP and other Applicable Legal Requirements, as determined appropriate by the City. Once notified in writing by the City of such designation, [Township] shall treat such persons as a City officer or employee acting under the terms of this Agreement.

G. Conflict of Law or Regulations. Nothing in this Agreement, and nothing in any law or regulation established by the [Township], shall operate or be construed to nullify, conflict with, or prevent the full application of any provision of any other Applicable Legal Requirement to any discharge of [Township] Wastewater or to limit in any way the City's power, authority, and discretion to administer and enforce the Applicable Legal Requirements with respect to such discharges.

**7. [TOWNSHIP] SEWER USE AND PRETREATMENT ORDINANCE;
[TOWNSHIP] RATE ORDINANCE PROVISIONS**

A. [Township] Sewer Use and Pretreatment Ordinance.

1. [Township] shall adopt and keep continually in force and up to date through amendments a Sewer Use and Pretreatment Ordinance (the “[Township] Sewer Use and Pretreatment Ordinance”). The [Township’s] ordinance shall be based on a template ordinance prepared by the City and provided to each Customer Community to adopt that addresses only IPP-related matters. Each Customer Community’s IPP provisions will be identical to each other and identical to the City Sewer Use and Pretreatment Ordinance (as amended from time to time by the City), assuring uniformity with regard to IPP regulations to be implemented by the City throughout all of the City WWTP’s service areas. The [Township’s] current sewer use ordinance and regulations that apply to non-IPP provisions (e.g., specifications and requirements for building drains and building sewers, required connections to the public sewer, and other more department of public works provisions that do not affect the quantity or quality of discharges to the public sewer) may remain unchanged to reflect the [Township’s] and the other Customer Communities’ own DPW procedures and requirements.

2. [Township] Sewer Use and Pretreatment Ordinance shall expressly designate, empower and authorize the City to act as the agent and representative of [Township] for purposes of administering and enforcing [Township] Sewer Use and Pretreatment Ordinance within [Township]. This shall include, but shall not be limited to, the power and authority of the City, as deemed necessary by the City and consistent with Applicable Legal Requirements, to immediately and independently investigate, enforce, and prosecute (administratively or judicially, and civilly or criminally) any violation of [Township] Sewer Use and Pretreatment Ordinance or of any notice, order, permit, decision or determination promulgated, issued or made by the City under the City Sewer Use and Pretreatment Ordinance or [Township] Sewer Use and Pretreatment Ordinance, and to otherwise implement the requirements of the City Sewer Use and Pretreatment Ordinance and [Township] Sewer Use and Pretreatment Ordinance.

3. The only other deviations and differences permitted between the City Sewer Use and Pretreatment Ordinance and [Township] Sewer Use and Pretreatment Ordinance shall be those that reflect the fact that [Township] Sewer Use and Pretreatment Ordinance is being adopted as an ordinance by [Township], any other deviations or differences that are specifically approved by this Agreement, and any other deviations or differences that are approved in advance by the City.

4. Except as may be required under Applicable Legal Requirements, the City Sewer Use and Pretreatment Ordinance shall not impose upon [Township] or [Township] Users any

requirements applicable to the discharge of [Township] Wastewater that are more stringent than those applicable to City Users.

5. No provision of any [Township] ordinance, resolution, or regulation shall conflict with or be construed to supersede or control any provision of [Township] Sewer Use and Pretreatment Ordinance that is adopted as provided in this Agreement.

B. [Township] Rate Ordinance Provisions.

1. [Township] shall adopt, and keep continually in force and up-to-date through amendments, ordinance provisions that establish a system of billing and collection of rates, fees and charges that together, in its sole discretion, will generate revenue sufficient to enable the [Township] to operate, maintain, repair, replace, enlarge, or improve the [Township] Collection System and to perform all of the [Township]'s obligations under this Agreement, including without limitation, all payment obligations as and when due, in accordance with Good Utility Practices and consistent with Applicable Legal Requirements.

2. The [Township] may adopt these provisions either as part of the [Township] Sewer Use and Pretreatment Ordinance as provided by Paragraph 7(A), above, or as a stand-alone ordinance of the [Township].

8. OWNERSHIP, ADMINISTRATION, OPERATION, AND MAINTENANCE OF CITY WWTP AND CITY COLLECTION SYSTEM

A. Ownership of City System. The City shall own and control the City WWTP and the City Collection System and shall be permittee of the NPDES Permit issued with respect to the City WWTP. The City shall administer the City WWTP and the City Collection System and shall be solely responsible to determine all applicable rates, policies, and Wastewater Treatment Service Capacity decisions applicable to the City WWTP and the City Collection System.

B. Operation of City System. The City shall operate and maintain the City WWTP as necessary to receive, treat, and dispose of [Township] Wastewater as provided by this Agreement and in accordance and compliance with Good Utility Practices and Applicable Legal Requirements.

C. User Charge System. The City shall maintain a user charge system to provide for the establishment, billing, and collection of rates, fees and charges needed to operate, maintain, repair, replace, enlarge, or improve the City WWTP and the City Collection System in accordance with Good Utility Practices and consistent with Applicable Legal Requirements.

D. City’s Retention of Ownership and Control of System. Nothing in this Agreement is intended to, and shall not be construed to, transfer or affect in any way the City’s sole ownership, operation, or control of the City WWTP or any portion of the City Collection System. The City is retaining all rights, title, and interest in the City WWTP and the City Collection System and all capacity in the City WWTP and the City Collection System.

9. OWNERSHIP, ADMINISTRATION, OPERATION, AND MAINTENANCE OF [TOWNSHIP] COLLECTION SYSTEM

A. Ownership of Township System. [Township] shall own, control, be solely responsible for, and shall bear all costs and expenses associated with, the [Township] Collection System at no cost or expense to the City. This includes, but shall not be limited to, all costs and expenses for the ownership, operation, maintenance, repair, replacement, expansion, or construction of all existing or new sewers, lift/pump stations, force mains, equipment, facilities, and appurtenances intended to collect and convey discharges from the [Township] to the [Township]/City Discharge Point, and all costs and expenses incurred in the preparation and review of plans and specifications, securing rights-of-way and/or easements, construction, alteration, repair or relocation of sewers, lift/pump stations, inspection of construction, preparation of records, and building sewers and connections for the [Township] Collection System.

B. Operation of Township System. [Township] shall operate and maintain the [Township] Collection System as necessary to collect and convey [Township] Wastewater to the [Township]/City Discharge Point as provided by this Agreement and in accordance and compliance with Good Utility Practices and Applicable Legal Requirements.

C. Township’s Retention of Ownership and Control of System. Nothing in this Agreement is intended to, and shall not be construed to, transfer or affect in any way the [Township]’s sole ownership, operation, or control of any portion of the [Township] Collection System. The [Township] is retaining all rights, title, and interest in the [Township] Collection System and all capacity in the [Township] Collection System.

D. Township’s Use of Third Parties. The use by the [Township] of a Third Party to operate, maintain, repair, or replace any portion of the [Township] Collection System shall not have any impact on the [Township]’s obligations to comply with any of the terms, conditions, or requirements of this Agreement or with Applicable Legal Requirements.

10. [TOWNSHIP] COLLECTION SYSTEM – CONSTRUCTION, ALTERATIONS, EXTENSIONS, ADDITIONS, AND CONNECTIONS

A. Completion and Maintenance of Township System. All construction and extensions of, and all alterations, additions, and connections to the [Township] Collection System shall be completed and maintained in full compliance with Good Utility Practices and Applicable Legal Requirements.

B. Additions and Connections to Township System. All additions and connections to the [Township] Collection System within [Township’s] Service District shall result in discharges of [Township] Wastewater to the [Township] Collection System and at the [Township]/City Discharge Point that comply with Applicable Legal Requirements and the terms, conditions, and requirements of this Agreement.

C. Permits and Consents for Township System. [Township] is responsible for obtaining any permits, consents, or other required approvals as may be necessary for the installation or maintenance of the [Township] Collection System, whether located within or outside of the [Township], from such boards, commission, units or entities that have jurisdiction over those matters.

D. Rights-of-way for Township Facilities. [Township] Collection System shall be installed within public rights-of-way or within properly dedicated easements that permit legal access to the [Township] Collection System for operation and maintenance and other purposes as provided by this Agreement. If the [Township] Collection System passes through any local unit of government other than the [Township] or the City, the [Township] shall obtain written authorization from such other local unit of government so that the City will have legal access to the [Township] Collection System in that jurisdiction for purposes as provided by this Agreement.

E. Effect of [Township] Collection System Alterations or Connections. The construction or extension of, or alterations, additions, or connections to the [Township] Collection System, or the [Township]’s provision of notice to the City thereof, shall not obligate the City to increase the amount of the [Township’s] Monthly Maximum Flow Limit and shall not otherwise affect any of the City’s or [Township]’s obligations under this Agreement.

11. CUSTOMER COMMUNITY/CITY SEWER ADVISORY BOARD

To promote communication and collaboration between the City, the [Township], and other Customer Communities, there shall be a Customer Community/City Sewer Advisory Board (the “Sewer Advisory Board”) established as follows:

A. Composition of Board. The Sewer Advisory Board shall consist of [two] members appointed by the City Council, [two] members appointed by the [Township] [Local Governing Body], and [two] members appointed by the local governing body of each of any of the other Customer Communities (current or future) that desire to participate on the Board. At least one member appointed by each of the appointing bodies shall be an elected official. Members shall serve on the Board for terms and according to the rules of procedure established (and as thereafter amended) by the members of the Board at its initial meeting, consistent with the requirements of this Agreement. All members shall serve at the pleasure of the appointing body.

B. Meetings. The Sewer Advisory Board shall meet at least once every calendar year in the month of April, or more frequently as requested by the City, the [Township], and/or other Customer Community members as provided for in Bylaws to be adopted by a majority of Board Members and shall keep a record of its proceedings. Any Member shall be permitted to place an item on a Meeting Agenda by submission of same to the Sewer Advisory Board Secretary seven (7) days prior to a Meeting.

C. Required Consultations. The Sewer Advisory Board shall be informed and consulted by the City, the [Township], and/or other Customer Community members for the Sewer Advisory Board's recommendations, if any, at least 30 days (or as soon as otherwise practicable using reasonable best efforts under the circumstances) prior to:

(1) Any proposed or anticipated changes in the operation, maintenance, repair, or replacement of any portion of the City Collection System and/or the City WWTP that could result in any change in rates or amounts to be paid by the [Township] or any [Township] User as provided by this Agreement.

(2) Any proposed or anticipated change or action that could affect City's ability to ensure that the City WWTP has sufficient Wastewater Treatment Capacity to enable the [Township], when needed, to discharge [Township] Wastewater to the [Township]/City Discharge Point consistent with the terms, conditions, and requirements of Paragraph 3 of this Agreement.

(3) Any proposed or anticipated change in rates, fees, and charges to be paid by the [Township] or a [Township] User to the City as provided by this Agreement; or any proposed or anticipated modification of the WTS Rate Methodology (Exhibit D).

(4) Any proposed or anticipated changes in the operation, maintenance, repair, or replacement of any portion of the [Township] Collection System that have a reasonable potential

to substantially impact the flow or strength of the [Township's] discharges to the [Township]/City Discharge Point.

(5) Any proposed or anticipated construction or extension of, or alterations, additions, or connections to the [Township] Collection System that have reasonable potential to substantially impact the flow or strength of the [Township's] discharges to [Township]/City Discharge Point.

(6) Any proposed or anticipated change in the discharge by the [Township] or by [Township] Users (existing or proposed) of [Township] Wastewater in terms of flow, strength, or quality.

(7) Any proposed or anticipated revision of the City Sewer Use and Pretreatment Ordinance, the City's IPP, or the City's NPDES Permit.

(8) Any proposed revision of the [Township] Sewer Use Ordinance or [Township] Rate Ordinance provisions.

(9) Any proposed expansion by any Customer Community of its Service District Boundaries.

(10) Any request by a Customer Community for an increase in its Monthly Maximum Flow Limit.

(11) Any other proposed or anticipated change or action by the City or the [Township] that may otherwise have an impact on the ability of the City or the [Township] to perform their respective obligations as provided by this Agreement, including, but not limited to, full and timely payment of rates, fees, and charges or compliance with Applicable Legal Requirements.

D. Notice of Official Proceedings. The City shall also provide the [Township] [Supervisor], and the [Township] shall provide the City Manager, with at least 30 days written notice of any meeting at which the either of the Parties or their respective governing bodies or officials will be considering any change or action as set forth in Paragraph 11(C).

E. Effect of Recommendations. A recommendation or other input timely submitted in writing by the Sewer Advisory Board shall be considered in good faith by the City, the [Township], and/or the other Customer Communities before any final action is taken on any the matters set forth in Paragraph 11(C) of this Agreement; provided that all Sewer Advisory Board input and/or recommendations shall be advisory only and non-binding on the City, the [Township], and/or the other Customer Communities.

12. NO CITY LIABILITY FOR DISCHARGES FROM [TOWNSHIP] COLLECTION SYSTEM

The City shall not be responsible or liable for any discharges, direct or indirect, of [Township] Wastewater from the [Township] Collection System onto land, into a structure, or into the waters of the state, wherever such a discharge may occur. Further, nothing in this Agreement is intended to be, and shall not be construed to be, the acceptance by the City of any responsibility or liability of any kind for the [Township] Collection System, including, but not limited to, any City responsibility for discharges of untreated or partially treated sewage from the [Township]’s Collection System into waters of the state under Section 324.3109(2) of the Natural Resources and Environmental Protection Act (NREPA) (MCL 324.101 et seq.).

13. DISCHARGES FROM OUTSIDE [TOWNSHIP] SERVICE DISTRICT PROHIBITED

A. Prohibited Discharges. [Township] shall not permit any discharge into the [Township] Collection System from any area outside the [Township] Service District without the City’s prior written consent.

B. Enforcement to Terminate Prohibited Discharges. If [Township] becomes aware that any such discharge exists or may exist, the [Township] shall immediately notify the City regarding the discharge, and, upon the City’s request, shall effect all legal means to cause such discharges to be terminated at no cost to the City.

14. REQUEST TO REVISE [TOWNSHIP] SERVICE DISTRICT BOUNDARIES

If the [Township] desires to revise the size or shape of the [Township] Service District as set forth in Exhibit C that is eligible to receive Wastewater Treatment Service as provided by this Agreement, the [Township] may request such a revision, as follows:

A. Submission of Request. The [Township] shall submit its request to the City in writing, including all of the following information:

- (1) A detailed description of the proposed changes to the [Township] Service District, shown on a map of at least the same scale as Exhibit C.
- (2) A description, including maps and other supporting documentation, of the [Township]’s projected 5-year growth within the existing [Township] Service

District.

- (3) A description, including maps and other supporting documentation, of the [Township]’s projected 5-year growth within the proposed revised [Township] Service District.
- (4) Such other documentation or supporting information as needed for the City to determine consistency of the [Township]’s request with the City’s short term and long range plans for the City Wastewater Treatment System, including, but not limited to information regarding anticipated flows and the timing of proposed development within the proposed revised [Township] Service District.

B. Approval by City. If [Township]’s request to revise the [Township] Service District is determined by the City to be consistent with the City’s short term and long range plans for the City Wastewater Treatment System and will not cause the [Township] to exceed the Township’s Monthly Maximum Flow Limit, then the request may be approved as mutually agreed upon by the City and [Township].

C. Engineering Study. If the City determines that the [Township]’s request to revise the [Township] Service District is not consistent with City’s short term and long range plans for the City Wastewater Treatment System or has the reasonable potential to cause the [Township] to exceed the Township’s Monthly Maximum Flow Limit, but the [Township] nevertheless wishes to seek a revision of the [Township] Service District, then the City may arrange for an engineering study to identify and/or develop options for expansion or improvement of the City Wastewater Treatment System as necessary to serve the proposed new [Township] service district areas. The cost of the engineering study shall be borne solely by the [Township]. Upon completion of the engineering study, the City and the [Township] may then proceed to provide for expansion or improvement of the City Wastewater Treatment System and/or revision of the [Township] Service District upon whatever terms and conditions are negotiated by the parties.

D. Revision of Service District Map. Upon approval of a revision to the [Township] Service District as provided by this Paragraph, Exhibit C shall be revised accordingly to reflect the approved changes as agreed upon between the Parties.

E. Denial by City; Township Options. If the City denies a request by the [Township] to revise the [Township] Service District to expand the District to include any new area not currently receiving (or not currently eligible to receive) Wastewater Treatment Service from the City under this Agreement, then the [Township] may arrange for wastewater treatment service through facilities other than the City Wastewater Treatment System to serve that new area outside

of the [Township] Service District. In that event, this Agreement shall not apply to that additional wastewater treatment service obtained from another source but shall continue to apply to all areas located within [Township] Service District as set forth in Exhibit C of this Agreement.

15. OPERATING LIABILITY

The City will endeavor consistent with Applicable Legal Requirements and Good Utility Practices to furnish continuous wastewater treatment service to the [Township], but does not guarantee uninterrupted service and shall not be liable to any person for injuries or damages by such interruptions whether caused by defects in original construction, cave-ins, accidents, repairs or other causes; nor shall the City be liable for damages which any person may sustain by reason of failure of the POTW or for injuries or damages to persons or property arising, accruing or resulting from the use of the POTW or from any apparatus or appurtenance in connection therewith. Notwithstanding the foregoing, nothing in the Agreement shall be construed to discharge, relieve, or waive either the City's or [Township]'s liability under Public Act 222 of 2001 (MCL 691.1416 *et seq.*).

16. FORCE MAJEURE EXCUSED LIABILITY

A. Excuse of Performance. The Parties shall be excused from any breach of this Agreement and from any liability or damage if caused by a Force Majeure, subject to the provisions and requirements of this Paragraph.

B. Effect of Delay of Performance. The Parties shall each perform the requirements of this Agreement fully and within the time limits established herein, unless performance is prevented or delayed by events that constitute a "Force Majeure" event. Any delay in the performance attributable to a "Force Majeure" event shall not be deemed a violation of a Party's obligations under this Agreement.

C. Claim of Force Majeure. If claiming a Force Majeure event, the Party making the claim shall notify the other Party by telephone within 24 hours of discovering any "Force Majeure" event that causes a delay in its compliance with any provision of this Agreement. Telephone notice shall be followed by written notice within 10 calendar days and shall describe in detail the anticipated length of delay, the precise cause or causes of delay, the measures taken to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The Party claiming a Force Majeure event shall adopt all reasonable measures to avoid or minimize any such delay.

D. Grant of Additional Time to Perform. If the delay or anticipated delay is excused by the occurrence of a Force Majeure event, the delay shall not be deemed a violation of a Party's obligations under this Agreement, and the Party shall be allowed such additional time for performance as reasonably necessary to compensate for the Force Majeure event. In no event shall the additional time be longer than the duration of the Force Majeure event.

17. EXCLUSIVENESS

The rights, power and authority granted herein by the [Township] to the City with respect to discharges from the [Township] Service District shall be for the exclusive use and benefit of the City during the term of this Agreement, and the period of any extension thereof, it being intended hereby that the [Township] shall not grant like rights, powers or authority as herein granted, to any other person, firm, corporation or governmental unit during said period, and shall not directly or indirectly allow, permit, or consent to the use of any public places within the boundaries, hereinbefore defined, in any manner inconsistent or competitive with the terms, conditions, and purposes of this Agreement with respect to discharges from the [Township] Service District; provided, that if a final determination is made by a court of competent jurisdiction, including all appeals, that the City has failed to provide Wastewater Treatment Service to the [Township] for all or a portion of any of the Township's Monthly Maximum Flow Limit as provided by this Agreement, then the [Township] shall have the right to arrange for Wastewater Treatment Service through facilities other than the City WWTP for up to the amount of the Township's Monthly Maximum Flow Limit that the City has failed to provide as finally determined by the court. In that event, this Agreement shall not apply to the Wastewater Treatment Service obtained from another source but shall continue to apply to the full amount of the Township's Monthly Maximum Flow Limit, if any, which continues to be provided by the City to the [Township] under this Agreement, following the court's ruling.

18. GOVERNMENT AID

The parties shall cooperate with one another to jointly or separately make application for and accept state, federal or private grants, low interest loans and other assistance to use in their joint or respective efforts to collect, convey, treat, and dispose of wastewater. They shall also work, when dealing with wastewater to be treated under the terms of this Agreement, jointly to find suitable sites for facilities and other needs related to the collection, treatment and disposal of wastewater. Grants obtained by the City for assets shared with the [Township] shall be reflected proportionately in the Rate Methodology to [Township]'s credit.

19. CONVEYANCE FROM OUTLYING MUNICIPALITIES

The City and [Township] recognize that it may be necessary and desirable to convey wastewater from Outlying Municipalities through a regional collection system in order for an Outlying Municipality's wastewater to reach the City WWTP. Under such circumstances, the City shall have the exclusive right to contract with the Outlying Municipality to provide wastewater treatment service (and, if applicable, for conveying wastewater through the City Collection System or directly to the City WWTP), and [Township] shall have the exclusive right to contract with the Outlying Municipality for conveying wastewater through [Township] Collection System. In all cases, Wastewater received by [Township] from an Outlying Municipality shall be metered separately and shall not be applied to any of [Township's] Monthly Maximum Flow Limit as stated herein. For purposes of this Paragraph, "Outlying Municipality" means any municipality, other than [Township], that does not share a common boundary with the City, that contains a potential service area located wholly or partially outside of the then current Customer Community service areas, and that could be served by the City's WWTP.

20. RIGHTS-OF-WAY; CONSENT AND FRANCHISE

A. Township Consent. If it becomes necessary for the City (1) to construct wastewater facilities within the Township to meet the City's obligations under this Agreement or (2) to construct wastewater facilities through the [Township] to provide service to any other area or governmental entity, and if the City needs the [Township]'s consent to use rights-of-way within the [Township] and/or needs a franchise under Article VII, Section 29 of the Michigan Constitution of 1963, the [Township] agrees to not arbitrarily or unreasonably withhold or refuse its consent to such construction or franchise.

B. Consultation. The City shall consult with the Township regarding any proposed right-of-way and demonstrate to the Township the need and advisability of the facilities.

C. Conditions of Consent. The [Township's] consent may be made subject to the [Township]'s reasonable conditions required in consideration of existing and planned utilities, community disruption, and public health and safety.

D. Documentation. If the Township grants it consent, the [Township] shall, at the City's request, execute and deliver to the City, at no cost or obligation to the City, such easements, rights of way, or other documentation in recordable form as may from time to time be legally necessary to effectuate the consent. The City agrees to reimburse [Township] for any legal review and drafting necessary to comply with this Paragraph.

21. PLANNING FOR WASTEWATER TREATMENT SERVICE NEEDS

A. Statement of Projected Need for Capacity. To aid the City in planning for possible necessary improvements to or expansions of the City WWTP, the [Township] shall, upon the City's request, provide the City with [Township]'s best estimate of the [Township]'s projected needs for Wastewater Treatment Service Capacity from the City for the next 5 years (or such other period specified by the City) from the date of the City's request, based on the best information then available to the [Township].

B. Referral of Capacity Needs to Sewer Advisory Board. If the City determines based on metering that the current Monthly Average Flow Percentage of Monthly Maximum Flow Limit is 75% or higher, the City shall notify the Sewer Advisory Board, which shall then undertake to determine whether the remaining 25% of the combined Monthly Maximum Flow Limits of all Customer Communities will be sufficient to serve all Customer Communities' reasonably foreseeable future Wastewater Treatment Service needs. If the Sewer Advisory Board finds that additional Wastewater Treatment Service Capacity over and above the currently applicable Monthly Maximum Flow Limits will be required to meet the Customer Communities' future Wastewater Treatment Service needs, the City and Customer Community members of the Sewer Advisory Board shall commence discussions regarding what options might be possible or available to meet the Customer Communities' future Wastewater Treatment Service needs and develop written recommendations for the City's consideration as provided by Paragraph 11(E).

C. Effect of Additional Connections to Township System. At any time the [Township] (1) intends to allow additional connections to the [Township] Collection System that will increase the volume of [Township] Wastewater by more than [50,000] gallons per day, (2) foresees there will be changes in the volume of wastewater from any [Township] User that will increase the flow of [Township] Wastewater discharged into the [Township] Collection System by more than [10,000] gallons per day, or (3) will increase any of the daily loadings of Biological Oxygen Demand, Total Suspended Solids or Phosphorous within [Township] Wastewater or from any [Township] User by 5% or more, the [Township] shall notify the City in advance in writing providing information in sufficient detail to enable the City to evaluate the effects of the proposed increases on daily operations, future needs, IPP implementation, and other aspects related to the operation, maintenance, repair, and improvement of the City WWTP. The City may request additional information to more fully evaluate those effects. If the City believes any such proposed increases combined with other circumstances could exceed operational parameters for the City WWTP, the City will notify the [Township] and discuss possible or available options.

D. Township Sewer Connection Report. [Township] shall furnish the City, at least annually, a complete written report on the number and type of [Township] Users (residential, commercial, industrial, etc.) then connected to the [Township] Collection System.

22. SUCCESSORS

This Agreement shall be binding upon any successor governmental units of either Party. However, neither Party may assign any of its rights, duties or obligations under this Agreement to any person. During the term of this Agreement, the City may not convey any interest in the City WWTP to any authority or similar entity without providing the [Township] an opportunity to participate in that authority with terms that are proportionally similar to the terms of participation by any local government or other public body corporate. During the term of this Agreement, the [Township] may not convey any interest in the [Township] Collection System to any authority or similar entity without providing the City an opportunity to participate in that authority with terms that are proportionally similar to the terms of participation by any local government or other public body corporate.

23. INDEMNITY

A. Township Indemnity to City. [Township] agrees that it will hold harmless and indemnify the City for and against all losses, liabilities and claims which arise from or are related to the discharge of [Township] Wastewater by the [Township] or [Township] Users to the [Township]/City Discharge Point, not caused by the City.

B. City Indemnity to Township. The City agrees that it will hold harmless and indemnify the [Township] for injury or damages to the [Township] Collection System caused by the City's negligence or intentional misconduct in providing the Wastewater Treatment Services as provided by this Agreement.

C. Limitations. Notwithstanding the above, neither the City nor the [Township] shall be deemed to have waived any governmental immunity that may otherwise apply under Applicable Legal Requirements or be construed to discharge, relieve, or waive either the City's or [Township]'s liability under Public Act 222 of 2001 (MCL 691.1416 *et seq.*).

D. Survival. The provisions of this Paragraph 24 shall survive the termination of this Agreement.

24. INSURANCE

As of the effective date of this Agreement, to secure Parties' indemnity obligations and to cover the potential claims, liabilities, and exposures to each other as provided by this Agreement, the parties shall each obtain an insurance policy in the amount of \$2,000,000.00 (per occurrence) (adjusted for inflation) with the other party as an additional named insured. The terms and conditions of the insurance policy shall be subject to approval by each party. The respective insurance policies shall be maintained in effect by parties at all times during the effective date of this Agreement; provided, however, that termination of the insurance policy shall not terminate parties' indemnity obligations under this Agreement.

25. DISPUTE RESOLUTION

A. Notice. Except for Sewer Use and Pretreatment Ordinance or IPP related matters as provided by Paragraph 26(D) or for matters covered by dispute resolution procedures provided elsewhere in this Agreement, if either Party claims the other Party has breached a provision of this Agreement the complaining Party shall give written notice to the other Party detailing the factual and legal basis for its claim and provide the other Party 60 days within which to cure the alleged breach, or such other reasonable time to cure the alleged breach as mutually agreed to by the Parties.

B. Procedure. In a dispute between the Parties that is not cured as provided in Paragraph 26(A), and is not covered by procedures provided in the City/[Township] Sewer Use and Pretreatment Ordinances or elsewhere in this Agreement, the following procedure shall initially apply:

1. The matter shall be referred to the Sewer Advisory Board for a recommendation to the City and the [Township].
2. If the Sewer Advisory Board's recommendation is unacceptable to either Party, the Party finding it unacceptable shall state in writing the detailed factual and legal basis for its position and deliver it to the other Party. The receiving Party shall have 21 days after receipt of the detailed written position of the initiating Party to deliver to the initiating Party a written response detailing any points of agreement and the factual and legal basis of any remaining disagreement.
3. If there is still disagreement, the City Manager, the [Township] [Supervisor], designee, and two elected officials from each Party shall meet within

28 days after the response was delivered to discuss the matter in an attempt to resolve the dispute.

C. Resolution by Lawsuit; Costs and Fees. If any matter remains unresolved after using the procedure in Paragraph 26(B), and the Parties have not agreed upon another method to address the dispute, the Parties shall have all legal and equitable remedies. The prevailing Party in any lawsuit shall be entitled to recover its costs, including without limitation, expert expenses, filing fees, discovery costs, attorneys' fees and other costs it incurs to investigate, bring, maintain, and defend any action from its first accrual or first notice thereof through all appellate and collection proceedings.

D. Procedure Not Applicable to IPP. The dispute resolution procedures as provided by this Paragraph 26 shall not apply to any matter arising under the City/[Township] Sewer Use and Pretreatment Ordinances or regarding administration, implementation, or enforcement of the City's IPP, including, but not limited to, any failure by the [Township] to enforce the [Township] Sewer Use and Pretreatment Ordinance; a violation of the Sewer Use and Pretreatment Ordinances or a User Permit by the [Township] or a [Township] User; or if the City is not satisfied with an enforcement action taken by the [Township]. Disputes regarding Sewer Use and Pretreatment Ordinance or IPP matters shall be resolved pursuant to the procedures under Section 27-88 ("Administrative Review and Appeals") of the City Sewer Use and Pretreatment Ordinance.

26. EFFECTIVE DATE

The effective date of this Agreement shall be the date upon which the authorized representatives of both the [Township] and the City have executed this Agreement.

27. TERM

A. 30-year Term. This Agreement shall remain in full force and effect for a period of 30 years from its effective date unless sooner terminated by consent of all of the Parties or by any Party because of a breach by another Party of a material provision or undertaking herein; provided, however, that no termination shall be made because of such a breach until after the expiration of 6 months following a written notice of such breach to the offending Party by the other Party, which notice shall provide an opportunity to cure the breach and specify how in the opinion of the non-offending Party the breach can be cured.

B. Automatic Renewal. This Agreement shall automatically renew for successive 5-year renewal periods unless, at least 2 years before the expiration of its initial term or any renewal period, either Party notifies the other Party in writing of its intent not to renew this Agreement or

of a desire to negotiate a new agreement, or unless previously terminated as provided by Paragraph 28(A).

C. Survival Provisions. Any provision of this Agreement which expressly provides that it shall survive termination of this Agreement shall continue to bind that Parties notwithstanding termination or expiration of the Agreement as provided herein.

D. Limitations of Termination Effect. The termination of this Agreement shall not relieve either Party or other person from any fines, penalties, costs, proceedings, or other liabilities or obligations arising under Applicable Legal Requirements, including, but not limited to, the City/[Township] Sewer Use and Pretreatment Ordinances, the City's IPP, or a User Permit.

28. SAVING CLAUSE

If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of any other portion hereof, unless such invalidated provision is a key part of the consideration to be received by a Party. Any such holding materially affecting the commitments herein may be the subject of further negotiations for the purpose of legally revising the consideration involved.

29. MISCELLANEOUS PROVISIONS REGARDING AGREEMENT

A. Entire Agreement. This Agreement constitutes the final, entire, and exclusive agreement of the Parties with respect to the subject matter addressed, and supersedes all prior communications, understandings, and agreements relating to the subject matter addressed by this Agreement, whether such communications, understandings, or agreements were oral, written, express, or implied (including, but not limited to, the Sanitary Sewer Service Agreement, dated July 8, 1996, between the City and the [Township] as amended or extended in writing from time to time and the Prior Agreements).

B. Amendments. Nothing in this Agreement shall limit the ability of the Parties to negotiate amendments to this Agreement, provided that no amendment or waiver of this Agreement shall be binding unless executed in writing, signed by both Parties, after approval of the City Council and the [Township] [*legislative body*]. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

C. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which when signed shall be deemed an original for all purposes, but all of

which together will constitute one and the same instrument. Executed facsimile and electronic transmissions of this Agreement shall be deemed originals and shall be fully enforceable.

D. Notices. Notices required under this Agreement may be hand delivered. If not hand delivered, they may be sent by FedEx or any similar delivery service and shall be deemed made on the date indicated by the carrier. Alternatively, if allowed by Applicable Legal Requirements, the Parties may electronically give notice and it shall be deemed made on the date delivery is acknowledged by the recipient.

E. Authority to Enter Agreement. The Parties each represent that their respective governing bodies have approved this Agreement pursuant to their rules and regulations and that the undersigned have the authority to execute this Agreement on behalf of their respective governing bodies.

F. No Third-party Beneficiaries. There are no intended third party beneficiaries of this Agreement.

30. CONSTRUCTION AND INTERPRETATION

The construction and interpretation of this Agreement shall be governed by the following:

A. Legal Representation. Both parties were represented by legal counsel specially retained for purposes of this Agreement and both parties and their legal counsel had a part in drafting this Agreement. Therefore, it is to be construed as mutually drafted.

B. Effect of Captions and Headings. The Paragraph headings and captions are for reference only and shall not affect the interpretation of this Agreement. The recitals and the Exhibits are integral parts of this Agreement and are incorporated herein.

C. Effect of Course of Dealing. The interpretation of this Agreement shall not be affected by any course of dealing between the Parties.

IN WITNESS WHEREOF, this Agreement is signed and delivered by authority of the Jackson City Council given _____, 2026, and the [Name of Local Governing Body] of the [Township] given _____, 2026.

Date Signed:

CITY OF JACKSON, MICHIGAN,
a municipal corporation

By _____
Mayor, _____

By _____
Clerk, _____

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, the Mayor and Clerk of the City of Jackson, for and on behalf of the City.

Notary Public, Jackson County, MI
My commission expires:

[Continued on next page]

[TOWNSHIP], MICHIGAN
a municipal corporation

Date Signed:

By _____
[Township] [Supervisor], _____

By _____
[Township] Clerk, _____

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
by _____ and _____, the [Township Official] and [Township Clerk] of [Township], for
and on behalf of [Township].

Notary Public, Jackson County, MI
My commission expires: _____

- Exhibit A Depiction of City Collection System and City WWTP
- Exhibit B Depiction of [Township] Collection System
- Exhibit C Depiction of [Township] Service District
- Exhibit D WTS Rate Methodology
- Exhibit E Calculation of Monthly Maximum Flow Limit

[End of Document – Except for attached Exhibits which are Incorporated In This Agreement]



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Contract — Wastewater Digester Improvement Project Construction

Recommendation:

Approve the Wastewater Digester Improvement Project Construction Contracts as presented in the amount of \$7,203,735.00 and amend the previously approved Construction Management Agreement with Fishbeck to include their General Conditions costs of \$997,500.00 and a 4% Construction Management cost of \$328,050.00 for a total project cost of \$9,590,952.00.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: May 19, 2026

RECOMMENDATION: Approve the Wastewater Digester Improvement Project Construction Contracts as presented in the amount of \$7,203,735.00 and amend the previously approved Construction Management Agreement with Fishbeck to include their General Conditions costs of \$997,500.00 and a 4% Construction Management cost of \$328,050.00 for a total project cost of \$9,590,952.00.

ISSUE STATEMENT

The anaerobic digesters at the wastewater treatment plant are in need of rehabilitation and bids have been requested and received for a variety of work that has been designed by the City's consulting engineers at Fishbeck. All submitted bids have been reviewed and the apparent low bid contractors have been interviewed to ensure their bids meet the requirements and expectations of the project. Fishbeck has previously been approved as the construction manager for this project, and their costs are also included here.

DESCRIBE THE CONSEQUENCES

This project will include rehabilitation of digesters #1 and #4, including cleaning and coating the concrete walls, removing the floating lid from digester #4 and replacing it with a stationary domed lid, installing new mixing pumps and piping, new sludge transfer pumps, new heat exchangers, new gas collection equipment and associated controls systems. There will also be additional concrete repairs in other areas of the digester building and roof spaces as necessary. This work is to be completed by a variety of contractors that are experienced and specialize in each specific area of planned work.

OWNERSHIP

The list of contractors and their respective bids for this project are as follows:

Concrete - Grand River Construction = \$366,200.00

Metals – Bill’s Custom Fab = \$123,655.00

General Trades – Murray Painting = \$112,492.00

Painting – Murray Painting = \$584,840.00

Mechanical – Allied Mechanical Services = \$4,918,500.00

Electrical – Centennial Electric = \$614,600.00

Earthwork and Excavation – Hoffman Brothers = \$217,499.00

Process Controls and Instrumentation – Apex Controls = \$265,949.00

Totaled the project bid construction cost = \$7,203,735.00

Project Costs & General Conditions – Fishbeck Construction Management = \$997,500.00

4% Construction Management Fee – Fishbeck = \$328,050.00

Total Project Cost = \$9,590,952.00

SOLUTION

The award of this project to the contractors with the lowest bids will allow the digester improvement project to move forward as planned. With these contract awards, construction is expected to begin in July 2026 and be completed by July 2027. The cost of this project is within the budgeted amount of the bond revenues that were previously approved by City Council.

FACILITATE IMPLEMENTATION

Approve the Wastewater Digester Improvement Project Construction Contracts as presented in the amount of \$7,163,435.00 and amend the previously approved Construction Management Agreement with Fishbeck to include their General Conditions costs of \$997,500.00 and a 4% Construction Management cost of \$328,050.00 for a total project cost of \$9,590,952.00.

ATTACHMENTS

1. Consensus 500.1 Amendment 1_Jackson WWTP Digester_2026_0501_FNL

City of Jackson Wastewater Treatment Plant Digester Improvements

Project No. 221867
February 24, 2026

AMENDMENT NO. 1 TO ConsensusDocs® 500

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER**

(Where CM is At Risk)

Dated . May 1, 2026

ARTICLE 1

The Contractor’s Final Cost of the Work as defined in Article 8 and the Contractor’s Fee as set forth in Section 7.3, is Nine Million Five Hundred Ninety Thousand Nine Hundred Fifty-Two Dollars (\$9,590,952).

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is July 26, 2027.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: September 8, 2027, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of May 19, 2027.

OWNER: City of Jackson

BY: _____

NAME _____

TITLE _____

WITNESS: _____

NAME: _____

TITLE: _____

CONTRACTOR: Fishbeck

BY:  _____

NAME: Kent D. Moeggenborg

TITLE: Vice President/Construction Department Director



WITNESS: Sandra L. Ross

NAME: Sandra L. Ross

TITLE: Administrative Assistant

END OF DOCUMENT.

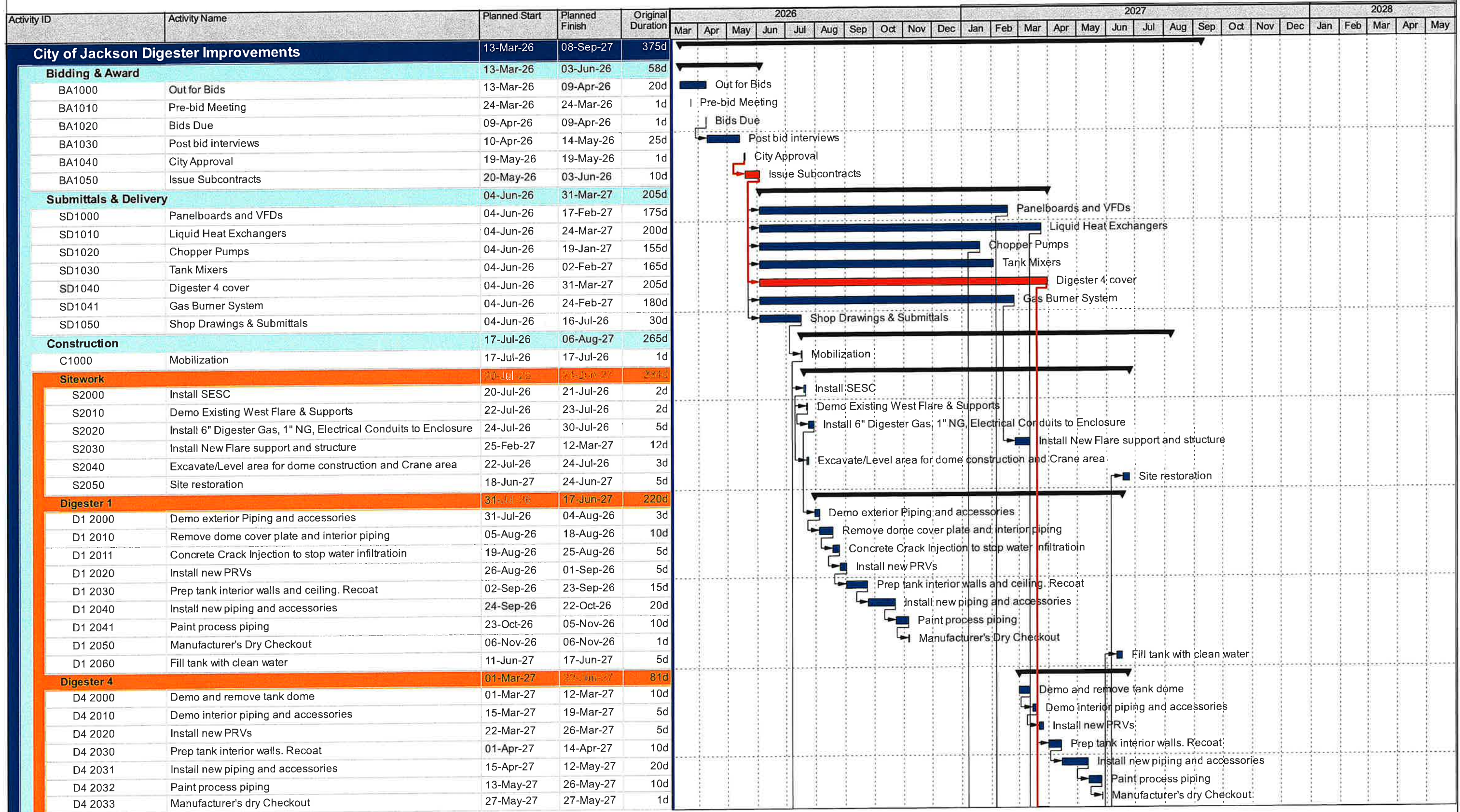


Jackson WWTP - Digester Improvements

Bid Tab Summary

Bid Category	Bidder Name	Base Bid	Alternate 1	Base Bid + Alternate 1	Notes
3-1 Concrete	Grand River Construction	\$323,500	\$42,700	\$366,200	
5-1 Metals	Bill's Custom Fab	\$123,655	\$0	\$123,655	
6-1 General Trades	Murray Painting	\$112,492	\$0	\$112,492	
9-1 Painting	Murray Painting	\$584,840	\$0	\$584,840	
23-1 Mechanical	Allied Mechanical Services	\$4,419,000	\$499,500	\$4,918,500	
26-1 Electrical	Centennial Electric	\$596,000	\$18,600	\$614,600	
31-1 Earthwork and Excavation	Hoffman Bros.	\$97,652	\$119,846	\$217,499	
40-1 Process Controls and Instrumentation	Apex Controls	\$256,590	\$9,359	\$265,949	
Totals		\$6,513,729	\$690,005	\$7,203,735	

Project Costs/General Conditions	\$997,500	\$997,500
Total Direct Construction Cost	\$7,511,229	\$8,201,235
4% Construction Manager Fee	\$300,450	\$328,050
Fishbeck Allowances		
<u>Testing & Permits</u>		
Testing & Special Inspections	\$30,000	
Survey	\$10,000	
General Building Permits	\$40,000	
Sub Total (Testing & Permits)	\$80,000	
<u>Bonds & Insurance</u>		
Builders Risk	\$25,000	
Bond	\$70,000	
Sub-Total (Bonds & Insurance)	\$95,000	
<u>Miscellaneous</u>		
Utilities (By Owner)	\$0	
Dewatering	\$50,000	
Concrete Repair	\$30,000	
Sub-Total (Miscellaneous)	\$80,000	
10% Construction Contingency	\$806,668	\$878,428
TOTAL CONSTRUCTION COSTS	\$8,873,347	\$9,590,952



<ul style="list-style-type: none"> Actual Work Remaining Work Critical Remaining Work Milestone Summary 	Date: 09-Mar-26 Revision: Preliminary Schedule Checked: X Approved: RJO
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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Change Order No. 3 — Monroe Plumbing & Heating Co. Contract

Recommendation:

Approval of Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.

Approval of Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: May 19, 2026

RECOMMENDATION: Approval of Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.

ISSUE STATEMENT

Item No. 1 Replace West Tank Load Center Originally, the bid documents were to add circuits to the existing Load Center in the West Tank. After further investigation by the electricians, we could not add any more circuits. It was determined the Load Center needed to be replaced. A load Center is an industrial name for an electric panel. The new Load Center meets today's and future needs for the West tank. Additional cost of 3,500.00

.Item No. 2 Remove work associated with the installation of soft starter motors at Ella Sharp Wells 1 & 2 from the project. After much deliberation and effort to keep this in the project, the best conclusion was to remove it. There was no good way to complete what we needed without major added costs. During the early stages of this project it was not fully understood by the engineers how Sharp Park Wells 1&2 operated. The designed equipment will not meet the city's needs. We came to the conclusion it was better to table this for the duration of this project and revisit it later. This saves us 12,276.00 dollars on this contract.

Item No. 3 Reduces the allowance for payment to Tetra Tech, Inc. for Control Software Development Services to \$0. This was a contingency budget that was planned for during this project. After the discovery of the issues with Sharp Park Well 1 & 2 it was understood this money was not needed for the project. We will save \$15,000.00 on this contract. Total change of the contract deduct (-\$23,776.00)

DESCRIBE THE CONSEQUENCES

If we do not fix this Load Center, we will not be able to utilize the new equipment installed in this project. Additionally, we would not be able to add additional circuits/work in the future. This change should allow us to move forward with projects in the future, while allowing us to use the new Mixer in the West Tank now.

OWNERSHIP

We at WTP could have asked for more inspections to be done prior to the engineering work starting. Conducting those could have caught this oversight. Had it been noticed at the beginning of this project, we would likely have already incurred these costs as this needed to be addressed. It is better to catch and change these over sites now rather than after the completion of the project. Completing these items now is not only cheaper than in the future but puts the WTP in a better position for the future.

SOLUTION

Approving Final Change Order No. 3 will reduce the total project cost, resulting in a \$23,776 decrease in the Debt Service amount and providing a savings for our citizens and water system customers. Additionally, this change will lower future maintenance costs at the plant by reducing the time and resources required to maintain this portion of the facility.

FACILITATE IMPLEMENTATION

Approve Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.

ATTACHMENTS

1. CO-3 Signed 8-27-25
2. Final Change order 05012026

CHANGE ORDER
PAGE 1 OF 2

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
ATTACHMENTS:	Bulletin No. 5 Response

Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

- ITEM NO. 1:
A. Replace West Tank Load Center with new 120V NEMA 3R load center with sufficient breaker space for existing loads with spare space for future use.
ADD: \$3,500
- ITEM NO. 2:
A. Remove work associated with installation of soft start motor starters at Ella Sharp Wells 1 and 2 from the project.
DEDUCT: \$12,276
- ITEM NO. 3:
A. Reduce allowance for payment to Tetra Tech, Inc. for Control Software Development Services to \$0.
DEDUCT: \$15,000

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: N/A
Original Contract Price:	Original Contract time: 7/24/2023
<u>\$1,476,000.00</u>	Substantial Completion: 4/22/2024
Previous Change Orders No.: 1-2	Ready for final payment: 5/22/2024
<u>\$71,250.57</u>	Net change from previous Change Orders:
Contract Price prior to this Change Order:	<u>0 Days</u>
<u>\$1,547,250.57</u>	Contract Time prior to this Change Order:
Net increase (decrease) of this Change Order:	Substantial Completion: 4/22/2024
<u>\$(23,776)</u>	Ready for final payment: 5/22/2024
	Net change of this Change Order:
	<u>450 Days</u>

CHANGE ORDER
PAGE 2 OF 2

Contract Price with all approved Change Orders:

\$1,523,474.57

Contract Time with all approved Change Orders:

Substantial Completion: 7/16/2025

Ready for final payment: 9/30/2025

RECOMMENDED

APPROVED

APPROVED

By: Colin McCorkle
Engineer

By: Thomas Fried
Contractor

By: Nicholas J. Mangas
Owner

Colin McCorkle, PE,
Sr. Water & Wastewater Engineer

Thomas Fried - Branch Manager
Name and Title of Signatory

Nicholas Mangas WTP Supervisor
Name and Title of Signatory

Date: August 26, 2025

Date: 8-27-25

Date: 11-05-2025

END OF CHANGE ORDER

BULLETIN
PAGE 1 OF 2

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
DRAWING REVISION NO.:	B5
ISSUED HEREWITH:	
SPECIFICATION SECTIONS:	None
SHEETS:	None
DISTRIBUTION:	Nick Mangas, City of Jackson (City) Tom Friar, Monroe Plumbing and Heating Company Troy Strang, Centennial Electric Duane Penhallegan, Centennial Electric Bill Paison, PE – Tetra Tech Dave Baar, PE – Fishbeck Colin McCorkle, PE – Fishbeck
<p>The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.</p> <p>This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.</p> <p>Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.</p> <p>Contractor is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.</p> <p>Return one completed and signed copy of the Bulletin to Engineer on or before the due date noted above.</p> <p>Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.</p>	

BULLETIN
PAGE 2 OF 2

ITEM NO. 1: Replacement of West Tank Lighting Panel

- A. Replace West Tank Lighting Panel with new 120V NEMA 3R lighting panel with sufficient breaker space for existing loads with spare space for future use.

This is load center and not a panel board. A panel board will not fit.

ADD/DEDUCT: \$ 3,500.00

ITEM NO. 2: Removal of Ella Sharp Wells 1 & 2 from Project

- A. Remove work associated with installation of soft start motor starters at Ella Sharp Wells 1 & 2 from the project.

ADD/DEDUCT: \$ 12,276.00

Contractor: Centennial Electric llc



Signature

Troy Strang Project Manager

Name and Title of Signatory

4/22/25

Date

END OF BULLETIN

Bid Summary Report

Jackson WTP DWSRF 2023 Estimator: Mike

Job #2307

Job Name: Jackson WTP DWSRF 2023

Contractor:

Estimator: Mike

Notes:

Bid Date: 5/2/2023

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Bulletin #5 Item #1	\$468.60	100.00%	\$468.60	15.47	103.44%	16.00

Top Sheet

Raw Cost	\$3,003.52	Sales per Month	\$0.00
Tax	\$45.99	Return per Month	\$0.00
Raw Cost with Tax	\$3,049.51	Price per Square Foot	\$0.00
Overhead	\$450.53	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$450.53	Job Months	0.00
Total Return %	12.87%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	107.50
Price	\$3,500.04	Workers per Day	0.00
Bond	\$0.00	Total Hours	16.00
Sell Price	\$3,500.04	Markup Sales Tax (Overhead)	No
Adjusted Sell	\$3,500.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 12.87%	\$450.49	Use Bond Table	No

Cost Totals

Name	\$/Sq Ft	Project %
Materials	\$0.00	15.60%
Labor	\$0.00	57.27%
Supplier Quotes	\$0.00	9.92%
SubContractors	\$0.00	0.00%
Direct Job Expense	\$0.00	17.21%
Equipment Rental	\$0.00	0.00%
Fixtures Quotes	\$0.00	0.00%

Bid Summary Report

Jackson WTP DWSRF 2023 Estimator: Mike

Job #2307

Labor

Class Description	Percent	Hours	Hourly	Burden		Labor Cost
	of Total	Distributed	Rate	Rate	Percent	
Electrician	100.00%	16.00	\$107.50	\$0.00	0.00%	\$1,720.00
Totals	100.00%	16.00	\$107.50	\$0.00	0.00%	\$1,720.00

Mark Ups

	OVERHEAD		PROFIT	
	Total	%	Amount	%
Materials	\$468.60 +	15.00%	\$538.89 +	0.00%
Labor	\$1,720.00 +	15.00%	\$1,978.00 +	0.00%
Supplier Quotes	\$297.92 +	15.00%	\$342.61 +	0.00%
SubContractors	\$0.00 +	15.00%	\$0.00 +	0.00%
Direct Job Expense	\$517.00 +	15.00%	\$594.55 +	0.00%
Equipment Rental	\$0.00 +	15.00%	\$0.00 +	0.00%
Fixtures Quotes	\$0.00 +	15.00%	\$0.00 +	0.00%
Totals	\$3,003.52	15.00%	\$3,454.04	0.00%

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$468.60	6.00%	\$28.12
Labor	\$1,720.00	0.00%	\$0.00
Supplier Quotes	\$297.92	6.00%	\$17.88
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	6.00%	\$0.00
Fixtures Quotes	\$0.00	6.00%	\$0.00
		Total Tax:	\$45.99

Supplier Quotes

Name	Supplier	Tax (6.0%)	Unit Cost	Mult	Amount
Switchgear	SQD CNET	Yes	\$247.92	1.00	\$247.92
shipping		Yes	\$50.00	1.00	\$50.00
Totals:					\$297.92

Direct Job Expense

Name	Supplier	Tax (0.0%)	Unit Cost	Mult	Amount
Permit / Fees		No	\$200.00	1.00	\$200.00
General Conditions		No	\$117.00	1.00	\$117.00
Coordinate Utility		No	\$200.00	1.00	\$200.00
Totals:					\$517.00

Job Name: Jackson WTP DWSRF 2023
 Job Number: 2307
 Extension Name: Bulletin #5 Item #1

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					\$468.60			15.47		100%	100%
CCode: <none>					\$35.00			12.00		7.47%	77.58%
	60,124 R&R 100 amp panel	1.00	\$35.00 E		\$35.00	12.00 E		12.00			
CCode: Branch Rough					\$7.72			0.44		1.65%	2.84%
	1,006 3/4 EMT CONN S/S	2.00	\$1.43 E		\$2.86	0.10 E		0.20	cb		
	1,007 1 EMT CONN S/S	2.00	\$2.43 E		\$4.86	0.12 E		0.24	cb		
CCode: Feeder Rough					\$110.12			1.72		23.5%	11.12%
	1,008 1 1/4 EMT CONN S/S	2.00	\$4.72 E		\$9.44	0.16 E		0.32	cf		
	2,321 1-1/4"X 3" NIPPLE GRC	1.00	\$17.52 E		\$17.52	0.40 E		0.40	cf		
	2,400 1 1/4 GRC LB BODY	1.00	\$55.69 E		\$55.69	1.00 E		1.00	cf		
	2,460 1 1/4 GRC FLAT COVER	1.00	\$21.96 E		\$21.96	0.00 X		0.00	cf		
	2,472 1 1/4 GRC GASKET	1.00	\$5.51 E		\$5.51	0.00 X		0.00	cf		
CCode: Lugs/Termination/Ground					\$0.00			0.90		0%	5.82%
	5,778 100A CIRCUIT TERM	2.00	\$0.00 X		\$0.00	0.45 E		0.90	sl		
CCode: Feeder Wire					\$315.76			0.41		67.38%	2.64%
	60,139 2 THHN CU STRANDED	24.00	\$13,156.53 M		\$315.76	17.00 M		0.41	wf		
					\$468.60			15.47			

Bid Summary Report

Jackson WTP DWSRF 2023 Estimator: Mike

Job #2307

Job Name: Jackson WTP DWSRF 2023

Contractor:

Estimator: Mike

Notes:

Bid Date: 5/2/2023

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
BulletIn #5 Item #2	\$4,839.17	100.00%	\$4,839.17	68.01	100.00%	68.01

Top Sheet

Raw Cost	\$11,985.19	Sales per Month	\$0.00
Tax	\$290.35	Return per Month	\$0.00
Raw Cost with Tax	\$12,275.54	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	105.07
Price	\$12,275.54	Workers per Day	0.00
Bond	\$0.00	Total Hours	68.01
Sell Price	\$12,275.54	Markup Sales Tax (Overhead)	No
Adjusted Sell	(\$12,276.00)	Markup Sales Tax (Profit)	No
Adjusted Sell Return 200.00%		Use Bond Table	No

Cost Totals

Name	\$/Sq Ft	Project %
Materials	\$0.00	40.38%
Labor	\$0.00	59.62%
Supplier Quotes	\$0.00	0.00%
SubContractors	\$0.00	0.00%
Direct Job Expense	\$0.00	0.00%
Equipment Rental	\$0.00	0.00%
Fixtures Quotes	\$0.00	0.00%

Bid Summary Report

Jackson WTP DWSRF 2023 Estimator: Mike

Job #2307

Labor

Class Description	Percent	Hours	Hourly	Burden		Labor Cost
	of Total	Distributed	Rate	Rate	Percent	
Electrician	100.00%	68.01	\$105.07	\$0.00	0.00%	\$7,146.02
Totals	100.00%	68.01	\$105.07	\$0.00	0.00%	\$7,146.02

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$4,839.17 +	0.00%	\$4,839.17 +	0.00%	\$4,839.17	
Labor	\$7,146.02 +	0.00%	\$7,146.02 +	0.00%	\$7,146.02	
Supplier Quotes	\$0.00 +	0.00%	\$0.00 +	0.00%	\$0.00	
SubContractors	\$0.00 +	0.00%	\$0.00 +	0.00%	\$0.00	
Direct Job Expense	\$0.00 +	0.00%	\$0.00 +	0.00%	\$0.00	
Equipment Rental	\$0.00 +	0.00%	\$0.00 +	0.00%	\$0.00	
Fixtures Quotes	\$0.00 +	0.00%	\$0.00 +	0.00%	\$0.00	
Totals	\$11,985.19	0.00%	\$11,985.19	0.00%	\$11,985.19	

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$4,839.17	6.00%	\$290.35
Labor	\$7,146.02	0.00%	\$0.00
Supplier Quotes	\$0.00	6.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	6.00%	\$0.00
Fixtures Quotes	\$0.00	6.00%	\$0.00
		Total Tax:	\$290.35

Job Name: Jackson WTP DWSRF 2023
 Job Number: 2307
 Extension Name: Bulletin #5 Item #2

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					\$4,839.17			68.01		100%	100%
CCode: <undefined>					<u>\$310.67</u>			<u>16.40</u>		<u>6.42%</u>	<u>24.11%</u>
	288 18/2 TSP	40.00	\$266.66	M	\$10.67	10.00	M	0.40			
	60,082 Soft Start Starter	2.00	\$150.00	E	\$300.00	8.00	E	16.00			
CCode: Branch Rough					<u>\$81.33</u>			<u>3.36</u>		<u>1.68%</u>	<u>4.94%</u>
	1,262 3/4 GRC	8.00	\$602.50	C	\$48.20	6.00	C	0.48	cb		
	2,731 3/4 LOCKNUT	16.00	\$127.96	C	\$20.47	0.12	E	1.92	cb		
	2,769 3/4 BUSH PLASTIC	8.00	\$158.23	C	\$12.66	0.12	E	0.96	cb		
CCode: Feeder Rough					<u>\$3,318.12</u>			<u>24.00</u>		<u>68.57%</u>	<u>35.29%</u>
	1,266 2 GRC	64.00	\$1,959.02	C	\$1,253.77	11.00	C	7.04	cf		
	1,280 2 GRC 90 ELBOW	8.00	\$132.61	E	\$1,060.88	1.00	E	8.00	cf		
	2,735 2 LOCKNUT	16.00	\$622.02	C	\$99.52	0.27	E	4.32	cf		
	2,773 2 BUSH PLASTIC	8.00	\$882.47	C	\$70.60	0.27	E	2.16	cf		
	5,493 1 1/2 FLEX WP	6.00	\$897.20	C	\$53.83	15.00	C	0.90	cf		
	5,505 1 1/2 FLEX WP CONN	2.00	\$12,966.04	C	\$259.32	0.36	E	0.72	cf		
	5,553 1 1/2 FLEX WP 90 CONN	2.00	\$26,009.54	C	\$520.19	0.43	E	0.86	cf		
CCode: Hangers/Anchors					<u>\$6.04</u>			<u>3.84</u>		<u>0.12%</u>	<u>5.65%</u>
	3,664 1/4 X 1 RH STOVE BOLT	16.00	\$0.00	C	\$0.00	8.00	C	1.28	ch		
	3,795 1/4-20 LEAD MACH SCR ANCH	16.00	\$37.74	C	\$6.04	16.00	C	2.56	ch		
CCode: Straps					<u>\$33.42</u>			<u>1.65</u>		<u>0.69%</u>	<u>2.43%</u>
	4,669 2-IN COND HGR W/BOLT	12.00	\$278.48	C	\$33.42	13.75	C	1.65	cs		
CCode: Lugs/Termination/Ground					<u>\$103.09</u>			<u>13.00</u>		<u>2.13%</u>	<u>19.11%</u>
	5,679 2/0 S-2/0 CU SPLIT BOLT	6.00	\$16.97	E	\$101.82	1.40	E	8.40	sl		
	5,739 6 GA TERMINATION	2.00	\$0.00	X	\$0.00	0.35	E	0.70	sl		
	5,745 2/0 TERMINATION	6.00	\$0.00	X	\$0.00	0.65	E	3.90	sl		
	5,813 SCOTCH 33+ VINYL TAPE	0.20	\$0.00	E	\$0.00	0.00	X	0.00	sl		
	5,839 BLUE 3M WIRE NUT	2.00	\$63.44	C	\$1.27	0.00	C	0.00	sl		
CCode: Branch Wire					<u>\$52.07</u>			<u>1.28</u>		<u>1.08%</u>	<u>1.88%</u>
	60,132 14 THHN CU STRANDED	256.00	\$203.41	M	\$52.07	5.00	M	1.28	wb		
CCode: Feeder Wire					<u>\$934.44</u>			<u>4.48</u>		<u>19.31%</u>	<u>6.59%</u>

Job Name: Jackson WTP DWSRF 2023
 Job Number: 2307
 Extension Name: Bulletin #5 Item #2

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
60,136	6 THHN CU STRANDED	54.00	\$1,312.93	M	\$70.90	11.00	M	0.59	wf		
60,142	2/0 THHN CU STRANDED	162.00	\$5,330.50	M	\$863.54	24.00	M	3.89	wf		
					\$4,839.17			68.01			



Standard Electric - Lansing
 733 N. Larch Street
 Lansing, MI 48906
 517-487-3232

QUOTE

Outside Sales Rep	
Ian Fuentes	
Duns No.	Reference
008902850	
Quote No:	To Be Shipped From
12099466-00	STANDARD ELECTRIC - LANSING



QUO



Quote No: 12099466-00

Bill To:	CENTENNIAL ELECTRIC LLC
151751	P.O. BOX 490 POTTERVILLE, MI 48876-

Ship To:	CENTENNIAL ELECTRIC LLC-MISC
1	3300 W MAIN ST LANSING, MI 48917

Customer PO #	Quote Placed By	Quote Taken By	Date Entered
JACKSON DWSRF	TROY STRANG	Caleb Everett	04/14/25

Quote good for 24 hours from Entered Date. Quantity available to Ship calculated at time of Quote. All Quotes are plus Freight unless otherwise stated.

Line #	Product and Description	Quantity Ordered	Qty Available to ship	Price U/M	Unit Price	Extended Price
1	SQDQO112M100PRB QO112M100PRB QO PLUG-ON NEUT LC N3R 1PH MB 240V	1	1	EA	90.04000	90.04
2	SQDPK9GTA SQD PK9GTA GRNDG BAR KIT	1	1	EA	5.33000	5.33
3	SQDQO220GFI QO220GFI 2P-120/240V-20A CB	1	1	EA	102.65000	102.65
4	SQDQO115 SQD QO115 SP-120/240V-15 A CB	2	2	EA	7.86000	15.72
5	SQDQO120 SQD QO120 SP-120/240V-20 A CB	2	2	EA	7.86000	15.72
6	SQDQO230	1	1	EA	18.46000	18.46

Notwithstanding anything else in this quote, if a Manufacturer requires a deposit or prepayment prior to accepting our Company's Purchase Order and/or shipment of the material, that requirement shall be the responsibility of our customer. This requirement shall be applicable whether communicated prior to or after Customer's acceptance of this quote. Any applicable sales or use taxes are not included in this quote unless separately listed. All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at <https://www.standardelectricco.com/termsandconditions>. Additional or conflicting terms are rejected, void, and of no force or effect.

Taken by: Caleb Everett

Phone:

Email: caleb.everett@standardelectricco.com

Printed on: 04/14/25 at 15:35

Customer Copy

Page 1 of 1

May 19, 2026

**FINAL CHANGE ORDER
 TO CONTRACT FOR
 DWSRF FY 2023 IMPROVEMENTS**

The parties hereby agree that the following additional information and changes shall become a part of the contract documents, plans and specifications of the above-named contract.

ORIGINAL AGREEMENT:	\$1,476,000.00
CHANGE ORDER NUMBER 1:	\$ 41,437.27
CHANGE ORDER NUMBER 2:	\$ 29,813.30
FINAL CHANGE ORDER:	\$ -23,776.00

REASON FOR CHANGE ORDER:

Item No. 1 Replace West Tank Load Center with new 120V NEMA 3R load center with sufficient breaker space for existing loads with spare space for future use.

Add \$3,500.00

Item No. 2 Remove work associated with installation of soft start motor starters at Ella Sharp Wells 1 and 2 from the project.

Deduct \$12,276.00

Item No. 3 Reduce allowance for payment to Tetra Tech, Inc. for Control Software Development Services to \$0.

Deduct \$15,000.00

Total -\$23,776.00

NEW CONTRACT AMOUNT INCLUDING FINAL CHANGE ORDER: \$1,523,474.57

PREPARED BY:

Nick Mangas, Water Treatment Plant Supervisor

 DEPARTMENT HEAD: Date

 Mike Osborn, Director of Public Works Date

ACCEPTED BY:

 Tom Friar, Monroe Plumbing & Heating Date

ACCEPTED BY:

 Jonathan Greene, City Manager Date

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: **Change Order 1 to the Water Treatment Plant Sanitary Sewer Lining contract with Inland Water Pollution Control, Inc.**

Recommendation:

Approve Change Order 1 to the Water Treatment Plant Sanitary Sewer Lining contract with Inland Water Pollution Control, Inc. in the increased amount of \$55,437.40 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 1 to the Water Treatment Plant Sanitary Sewer Lining contract.

I recommend approval of the change order. 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: May 19, 2026

RECOMMENDATION: Approve Change Order 1 to the Water Treatment Plant Sanitary Sewer Lining contract with Inland Water Pollution Control, Inc. in the increased amount of \$55,437.40 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

Work for the Water Treatment Plant Sanitary Sewer Lining contract with Inland Water Pollution Control, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents an increase of \$55,437.40, bringing the current contract amount to \$156,609.40.

OWNERSHIP

Engineering is assisting the Department of Public Works with rehabilitating the sewer pipe at the Water Treatment Plant. On December 16, 2025, City Council approved the award of the contract to Inland Water Pollution Control, Inc. of Detroit, Michigan in the amount of \$101,172.00. During contractor work, Engineering determined the need to add items that were necessary to complete the work in the field, including heavy cleaning of sediment buildup, sealing cracks to reduce groundwater infiltration, and installing a transitional liner to accommodate a change in pipe diameter.

SOLUTION

Engineering has prepared this balancing Change Order 1 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 1 to the Water Treatment Plant Sanitary Sewer Lining contract with Inland Water Pollution Control, Inc. in the increased amount of \$55,437.40 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

CHANGE ORDER NO. 1
To Contract for
ENG26-03 Water Treatment Plant Sanitary Sewer Lining
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$ 101,172.00
CHANGE ORDER NO. 1	\$ 55,437.40
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 156,609.40

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Inland Water Pollution Control, Inc.

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG26-03_WATER TREATMENT PLANT SANITARY SEWER LINING BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
							ADD	DEDUCT
0001	Mobilization	1.00	0.00	1.00	LS	\$9,500.00	\$ -	\$ -
0002	Sanitary Sewer Liner, CIPP, 18 inch	750.00	-16.00	734.00	Ft	\$99.00	\$ -	\$ (1,584.00)
0003	Reinstate Service Connection	3.00	-2.00	1.00	Ea	\$150.00	\$ -	\$ (300.00)
0004	Service Investigation	24.00	0.00	24.00	Hr	\$399.00	\$ -	\$ -
0005	Maintaining Traffic	1.00	0.00	1.00	LS	\$2,396.00	\$ -	\$ -
0006	Railroad Flagman	5,000.00	-2,360.60	2,639.40	Dollars	\$1.00	\$ -	\$ (2,360.60)
0007	Sanitary Sewer, Heavy Cleaning	0.00	1.00	1.00	LS	\$24,500.00	\$ 24,500.00	\$ -
0008	Sanitary Sewer, Transitional Liner	0.00	1.00	1.00	LS	\$4,500.00	\$ 4,500.00	\$ -
0009	Sanitary Sewer, Grouting	0.00	1.00	1.00	LS	\$30,682.00	\$ 30,682.00	\$ -

Total:	\$	59,682.00	\$	(4,244.60)
Net Change:	\$	55,437.40		
Current Contract Amount:	\$	101,172.00		
Revised Contract Amount:	\$	156,609.40		

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: **Approval of Amendment 3 to the Fiscal Year 2023 DWSRF Construction Administration Services professional services contract with Fishbeck, Inc.**

Recommendation:

Approval of Amendment 3 to the Fiscal Year 2023 DWSRF Construction Administration Services professional services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$540,000.00, and authorization for the City Manager, Director of Public Works, and City Engineer to sign the appropriate document.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Amendment 3 to the Fiscal Year 2023 DWSRF Construction Administration Services professional services contract. I recommend approval of the contract amendment. 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: May 19, 2026

RECOMMENDATION: Approval of Amendment 3 to the Fiscal Year 2023 DWSRF Construction Administration Services professional services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$540,000.00, and authorization for the City Manager, Director of Public Works, and City Engineer to sign the appropriate document.

ISSUE STATEMENT

To date, the City of Jackson secured \$14.6M in Drinking Water State Revolving Fund (DWSRF) financing for its lead service line replacement program. Fishbeck has a contract to provide construction administration services for this program.

An essential component of the process of completing large batches of lead service line replacements is preconstruction engineering services that include:

- identifying and investigating the locations and materials of existing services
- determining replacement methods for each location
- cataloging findings
- coordinating with owners for private property access by contractors and inspectors

This work was performed for the approximately 825 services that will be replaced in Phase 1 and will need to be performed for the approximately 560 services that are scheduled to be replaced in Phase 3.

Although these services have proven to be essential to advancing the lead service line replacement program at an accelerated pace, they were not included in the original scope of services. The original scope of services included construction phase services only. The preconstruction engineering work is added to Fishbeck's professional service contract by the attached contract amendment.

DESCRIPTION OF CONSEQUENCES

If Amendment 3 is not approved, funding will not be available for Fishbeck to perform the engineering services needed for the 560 services scheduled for replacement in Phase 3. The number of services replaced in Phase 3 will be limited and result in a portion of the DWSRF funds being not being used in a timely manner. To advance the replacement program at its current pace and to utilize all available funding, Fishbeck has submitted an amendment proposal in the amount of \$540,000.00 for the preconstruction services.

SOLUTION

On July 11, 2023, City Council approved the DWSRF Construction Administration Services professional services contract with Fishbeck in the amount of \$134,000.00. On November 6, 2024, Council approved Amendment 1 to this contract in the amount of \$934,850.00 to provide construction administration services for the Phase 1 work. On February 10, 2026, Council approved Amendment 2 to this contract in the amount of \$885,000.00 to continue construction administration during Phase 3. Approval of Amendment 3 will add funding for pre-construction work, bringing the total contract amount to \$2,493,850.00. This will result in engineering costs at 17% of construction costs which is within industry standards for such services.

FACILITE IMPLEMENTATION

Approval of Amendment 3 to the Fiscal Year 2023 DWSRF Construction Administration Services professional services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$540,000.00, and authorization for the City Manager, Director of Public Works, and City Engineer to sign the appropriate document.

TRW/kmm

AMENDMENT NO. 3
Professional Services Contract for
Fiscal Year 2023 Drinking Water State Revolving Fund (DWSRF)
Construction Administration Services
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

ORIGINAL CONTRACT AMOUNT	\$ 134,000.00
APPROVED AMENDMENT NO. 1	\$ 934,850.00
APPROVED AMENDMENT NO. 2	\$ 885,000.00
CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	\$ 1,953,850.00
AMENDMENT NO. 3	\$ 540,000.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 3	\$ 2,493,850.00

REASON FOR AMENDMENT:

To add preconstruction engineering services for lead service replacements to the contract in accordance with State of Michigan Department of Environment, Great Lake and Energy (EGLE) requirements for the Drinking Water State Revolving Fund (DWSRF) program as described in the attached letter from Fishbeck dated January 30, 2026.

 Prepared by Jeffrey D. Crow, P.E.
 Assistant City Engineer

ACCEPTED BY:

 Jeffrey J. Brown, P.E., Senior Vice President
 Fishbeck

 Date:

ACCEPTED BY:

 Mike Osborn, Director of Public Works

 Date:

ACCEPTED BY:

 Troy R. White, City Engineer

 Date:

ACCEPTED BY:

 Jonathan Greene, City Manager

 Date:

May 7, 2026
Project No. 241915

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

Additional Funds for DWSRF FY 2023 and 2026 Lead Water Service Replacement

As previously discussed, Fishbeck performed services that were not originally included in our construction services proposal to the City of Jackson for the DWSRF FY 2023 (Phase 1) Lead Water Service Replacement Project. This additional effort primarily involved in-home inspections performed prior to the start of construction.

Fishbeck conducted a detailed review of all invoices and labor hours to identify work associated with these in-home inspections, including phone calls, GIS-related tasks, and the field inspections themselves. Based on this review, Fishbeck is requesting additional compensation of \$390,000 to cover the time and effort expended on the out-of-scope services for Phase 1.

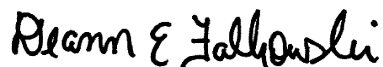
In addition to the Phase 1 project, the City has requested additional services for the upcoming DWSRF FY 2026 (Phase 3) project. Fishbeck has already begun in-home inspections to support the upcoming construction phase. We anticipate that completion of these inspections will require approximately \$150,000 in additional effort. Accordingly, Fishbeck is requesting an additional \$150,000 to cover these out-of-scope services for Phase 3.

Phase 1 \$390,000

Phase 3 \$150,000

If you have any questions or require additional information, please contact me at 517.887.4009 or defalkowski@fishbeck.com.

Sincerely,



Deann E. Falkowski, PE

Vice President/Senior Civil Engineer

By email



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: May 19, 2026

SUBJECT: Sale of City-Owned Property

Recommendation:

Approve the sale of City-owned property located at 515 N. Martin Luther King, Jr. Drive and 603 N. Martin Luther King, Jr. Drive, Jackson, MI 49201 to W & W Property Management LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction

Approve the sale of City-owned property to W & W Property Management for the construction of new single-family homes.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of City-owned property located at 515 N. Martin Luther King, Jr. Drive and 603 N. Martin Luther King, Jr. Drive, Jackson, MI 49201 to W & W Property Management LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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: May 19, 2026

RECOMMENDATION:

Approve the sale of City-owned property to W & W Property Management for the construction of new single-family homes.

ISSUE STATEMENT

The City currently owns numerous vacant residential lots. W & W Property Management LLC would like to construct new single-family homes on two of those lots. The parcels will be sold for \$300 each (\$600 total). W & W Property Management LLC will be working with VMG Construction (Ray Garcia), an established building in Jackson with a proven track record of success.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. New residential development will bring growth and stability to the neighborhood, and additional tax revenue to the City of Jackson and related taxing authorities.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. The City's Public Works Department is

assisting with infrastructure installation, and the City's Assessing Department is assisting with splits/combinations for buildable parcels.

SOLUTION

City Council should approve the sale of these City-owned parcels, for the construction of a new single-family homes. The parcels included in this sale are:

515 N. Martin Luther King, Jr. Drive (parcel #7-068100000)

603 N. Martin Luther King, Jr. Drive (parcel #7-060300000)

FACILITATE IMPLEMENTATION

City Council should approve the sale of City-owned property located at 515 N. Martin Luther King, Jr. Drive and 603 N. Martin Luther King, Jr. Drive, Jackson, MI 49201 to W & W Property Management LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. 515 N. MLK QC Deed (Wilson)
2. 603 N. MLK QC Deed (Wilson)
3. Scott Wilson DO (605 & 515 N MLK)

QUIT CLAIM DEED

Grantor, City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, hereby quit claims to **W & W Property Management LLC**, a Michigan Limited Liability Company, whose address is 1438 W. Garfield Road, Perrington, MI 48871, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

0681.1 BEGINNING AT THE INTERS OF EAST LINE OF COOPER STREET (NKA N. FRANCIS STREET) AND SOUTHERLY LINE OF TRAIL STREET, THEN EASTERLY 7 RODS, THEN SOUTHERLY 4 ROADS, THEN WESTERLY 7 RODS TO EAST LINE OF COOPER STREET (NKA N. FRANCIS STREET), THEN NORTH 4 RODS TO THE BEGINNING, BEING PARTS OF LOT 8 AND OTHER LAND, BLOCK 9, FORD'S NORTH ADDITION.

Commonly known as: 515 N. MARTIN LUTHER KING, JR. DRIVE, JACKSON, MI 49201
Tax Parcel No. 7-068100000

for the sum of THREE HUNDRED and 00/100 Dollars (\$300.00), subject to all easements, reservations and building and use restrictions of record and subject to such liens and encumbrances as may have attached or accrued through the acts or omissions of person(s) other than the Grantor and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(h) and MCL §207.505(h).

Dated this _____ day of _____, 2026.

SIGNED BY:

THE CITY OF JACKSON

By: _____
Jonathan Greene
Its: City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2026, by Jonathan Greene, the City Manager of the City of Jackson.

Notary Public
_____, County, Michigan
My commission expires: _____

When recorded return to Grantee at: W & W Property Management LLC 1438 Garfield Road Perrington, MI 48871	Send Subsequent Tax Bills to Grantee at: 1438 Garfield Road Perrington, MI 48871	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
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QUIT CLAIM DEED

Grantor, City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, hereby quit claims to **W & W Property Management LLC**, a Michigan Limited Liability Company, whose address is 1438 W. Garfield Road, Perrington, MI 48871, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

LAND COMMENCING AT A POINT ON THE NORTHERLY LINE OF TRAIL STREET, 6 FEET WESTERLY OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 4, FORD'S NORTH ADDITION, THEN NORTHERLY PARALLEL WITH THE WEST LINE OF LOT 7 66 FEET, THEN WESTERLY PARALLEL WITH THE NORHTERLY LINE OF TRAIL STREET TO THE EASTERLY LINE OF NORTH FRANCIS STREET (FORMERLY COOPER STREET), THEN SOUTHERLY ALONG THE EASTERLY LINE OF NORTH FRANCIS STREET TO THE NORTHERLY LINE OF TRAIL STREET, THEN EASTERLY ALONG THE NORTHERLY LINE OF TRAIL STREET TO THE POINT OF BEGINNING, BEING PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, T2S, R1W.

Commonly known as: 603 N. MARTIN LUTHER KING, JR. DRIVE, JACKSON, MI 49201
Tax Parcel No. 7-060300000

for the sum of THREE HUNDRED and 00/100 Dollars (\$300.00), subject to all easements, reservations and building and use restrictions of record and subject to such liens and encumbrances as may have attached or accrued through the acts or omissions of person(s) other than the Grantor and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(h) and MCL §207.505(h).

Dated this _____ day of _____, 2026.

SIGNED BY: THE CITY OF JACKSON

By: _____
Jonathan Greene
Its: City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2026, by Jonathan Greene, the City Manager of the City of Jackson.

Notary Public
_____, County, Michigan
My commission expires: _____

When recorded return to Grantee at: W & W Property Management LLC 1438 Garfield Road Perrington, MI 48871	Send Subsequent Tax Bills to Grantee at: 1438 Garfield Road Perrington, MI 48871	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
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**PROPERTY TRANSFER AND
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and W & W Property Management LLC., a Michigan Limited Liability Company ("Developer"), whose principal address is 1438 W. Garfield Road, Perrington, Michigan 48871.

WITNESSETH:

WHEREAS, Developer seeks to acquire vacant parcels owned by the City for the purpose of building single family homes;

WHEREAS, the vacant parcels (collectively referred to as the "Property"), is located in the City of Jackson, County of Jackson, and is more particularly described as:

LAND COMMENCING AT A POINT ON THE NORTHERLY LINE OF TRAIL STREET, 6 FEET WESTERLY OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 4, FORD'S NORTH ADDITION, THEN NORTHERLY PARALLEL WITH THE WEST LINE OF LOT 7 66 FEET, THEN WESTERLY PARALLEL WITH THE NORHTERLY LINE OF TRAIL STREET TO THE EASTERLY LINE OF NORTH FRANCIS STREET (FORMERLY COOPER STREET), THEN SOUTHERLY ALONG THE EASTERLY LINE OF NORTH FRANCIS STREET TO THE NORTHERLY LINE OF TRAIL STREET, THEN EASTERLY ALONG THE NORTHERLY LINE OF TRAIL STREET TO THE POINT OF BEGINNING, BEING PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 35, T2S, R1W.

Commonly known as: 603 N. MARTIN LUTHER KING, JR. DRIVE, JACKSON, MI 49201
Tax Parcel No. 7-060300000

AND

0681.1 BEGINNING AT THE INTERS OF EAST LINE OF COOPER STREET (NKA N. FRANCIS STREET) AND SOUTHERLY LINE OF TRAIL STREET, THEN EASTERLY 7 RODS, THEN SOUTHERLY 4 ROADS, THEN WESTERLY 7 RODS TO EAST LINE OF COOPER STREET (NKA N. FRANCIS STREET), THEN NORTH 4 RODS TO THE BEGINNING, BEING PARTS OF LOT 8 AND OTHER LAND, BLOCK 9, FORD'S NORTH ADDITION.

Commonly known as: 515 N. MARTIN LUTHER KING, JR. DRIVE, JACKSON, MI 49201
Tax Parcel No. 7-068100000

WHEREAS, the parties desire to ensure that the construction of two (2) single-family home will take place, and set forth the terms of this Agreement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, SIX HUNDRED DOLLARS and 00/100 (\$600.00) for the Property in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, this Agreement is being entered into between the parties to transfer the Property and establish requirements on Developer to develop the Property as described herein. This Agreement establishes that Developer will release its rights and transfer the Property back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

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

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in and form a part of this Agreement.
2. **TRANSFER OF PROPERTY.** City agrees to sell and Developer agrees to purchase the Property subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Property may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. **CLOSING.** The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.
4. **POSSESSION.** Developer shall be entitled to possession of the Property upon the close of the sale.
5. **CONDITION OF THE PROPERTY.** Developer acknowledges and agrees that the Property are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Property. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-

Based Paint and/or Lead-Based Paint Hazards.” Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.

6. DEVELOPMENT CRITERIA.

- A. CODE COMPLIANCE. If and when Developer obtains title, it will construct a single-family home in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
- B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.
- C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct a single-family structures on the Property.
- D. SPECIFIC DEVELOPMENT CRITERIA.
 - i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.
 - ii. Developer must comply with the following if and when Developer obtains title to the Property:
 - a). Commencement of Development must occur within thirty (30) days from the date of execution of this Agreement;
 - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;

- c). Completion of Development for the Property must occur within twelve (12) months from the date of execution of this Agreement;
 - iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Property prior to transfer of deed.
 - iv. Should another interested party desire to purchase and develop the agreed-upon lots contained and referenced in this agreement (per a written request submitted to the City and/or Developer), Developer shall have ten (10) days from the executed date of this agreement to exercise its right-of-first-refusal and either:
 - a). Commence construction on the lot(s) in question, or;
 - b). Transfer ownership of said lot(s) to the City of Jackson through a quit claim deed
 - E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
 - F. CITY'S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Property, after closing the City agrees to provide the necessary extension of the public water line from the street to the City stop box (at sidewalk); sewer tap and lead stub from the street to the property line (back of City sidewalk); any required curb cuts from the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing.
7. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues

such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.

8. REVERSION OF PROPERTY TO THE CITY. The Property shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:
 - (a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;
 - (b). A default occurs as described in Paragraph 7;
 - (c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or
 - (d). Developer uses the Property, for any length of time, for any use other than residential.

If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

9. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Property, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.
10. FORCE MAJEURE: Neither City or Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or deadline is prevented by an act of God, fire, or vandalism, and either party may request in writing an extension of any applicable deadline.
11. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation

under this Agreement, unless the City releases the Developer or his successors in interest in writing.

12. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
13. **NON-DISCRIMINATION REQUIREMENT.** The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
14. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
15. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called “Notices”) required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

With a copy to: City Attorney’s Office
 161 West Michigan Avenue
 Jackson, Michigan 49201
 Attn: City Attorney

If to Developer, to: W & W Property Management LLC
 1438 Garfield Road
 Perrington, Michigan 48871
 Attn: Scott Wilson

16. **INDEMNIFICATION.** To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively “the City”) from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer’s negligence, City’s negligence, Developer’s and City’s combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City’s sole negligence.
17. **SEVERABILITY.** If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. **GOVERNING LAW AND INTERPRETATION.** The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This

Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

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

21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2026.

THE CITY OF JACKSON

By _____
Jonathan Greene
City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Jackson County, Michigan
My commission expires _____

DEVELOPER

W & W Property Management LLC
a Michigan Limited Liability Company

By: Scott Wilson
Its: Resident Agent

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Scott Wilson, Resident Agent of W & W Property Management LLC., a Michigan Limited Liability Company on behalf of the company.

_____, Notary Public
Jackson County, Michigan
My commission expires _____



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: May 19, 2026
SUBJECT: Lot Purchase Agreement — DJW Development LLC

Recommendation:

Approve the lot purchase agreement between the City of Jackson and DJW Development LLC, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

Approve the lot purchase agreement between the City of Jackson and DJW Development LLC

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the lot purchase agreement between the City of Jackson and DJW Development LLC, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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: May 19, 2026

RECOMMENDATION:

Approve the lot purchase agreement between the City of Jackson and DJW Development LLC

ISSUE STATEMENT

The City currently owns numerous vacant residential lots. W & W Property Management LLC is requesting exclusive rights to purchase ten (10) City owned lots for the development of new single family homes, for sale or rent. The lots request are scattered throughout the City. W & W Property Management LLC agrees to pay \$300.00 per lot, with specific conditions for the construction of single-family homes.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. New residential development will bring growth and stability to the neighborhood, and additional tax revenue to the City of Jackson and related taxing authorities.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. The City's Public Works Department is assisting with infrastructure installation, and the City's Assessing Department is assisting with splits/combinations for buildable parcels.

SOLUTION

City Council should approve the lot purchase agreement with DJW Development LLC. Lots identified and included in the purchase agreement are as follows:

- 607 W. High Street, Jackson, MI 49203 Parcel # 3-228400000
- 603 W. High Street, Jackson, MI 49203 Parcel # 3-228600000
- 134 N. Forbes Street, Jackson, MI 40202 Parcel # 7-1247.A000
- 602 Seymour Avenue, Jackson, MI 49202 Parcel # 8-095600000
- 835 N. West Avenue, Jackson, MI 49201 Parcel # 2-133600000
- 831 N. West Avenue, Jackson, MI 49201 Parcel # 2-134000000
- 811 Burr Street, Jackson, MI 49201 Parcel # 7-022600000
- 526 E. Trail Street, Jackson, MI 49202 Parcel # 7-070800000
- 502 Wilson Street, Jackson, MI 49203 Parcel # 6-031900000
- 416 Wilson Street, Jackson, MI 49203 Parcel # 6-032000000

Purchaser and Seller shall agree that lots may be added, removed, or exchanged upon mutual consent of both parties. DJW Development LLC will retain a multi-year right of purchase for the lots identified. In the event a purchase offer is made to the City for any of the unsold lots (identified in the purchase agreement) from a person/entity other than Purchaser, Purchaser shall have the right to exercise their option to purchase that Lot for \$300. Such option must be exercised within thirty (30) days of Purchaser's written receipt of the purchase offer.

FACILITATE IMPLEMENTATION

City Council should approve the lot purchase agreement between the City of Jackson and DJW Development LLC, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. DJW Single-Family Homes Spec Sheet
2. DJW DO (draft 1)



DJW Homes – Development Proposal

City of Jackson, Michigan

PROJECT OVERVIEW

DJW Homes proposes the development of **10 new residential homes** within the City of Jackson.

Our goal is to deliver **quality, attainable housing** that supports both rental and homeownership opportunities while contributing to neighborhood growth and stability.

LOT REQUEST

- Interest in **attached list of residential lots**
 - Proposed purchase price: **\$300 per lot** (or as determined by the City)
 - DJW Homes is prepared to **move forward immediately upon approval**
-

HOUSING OFFERING

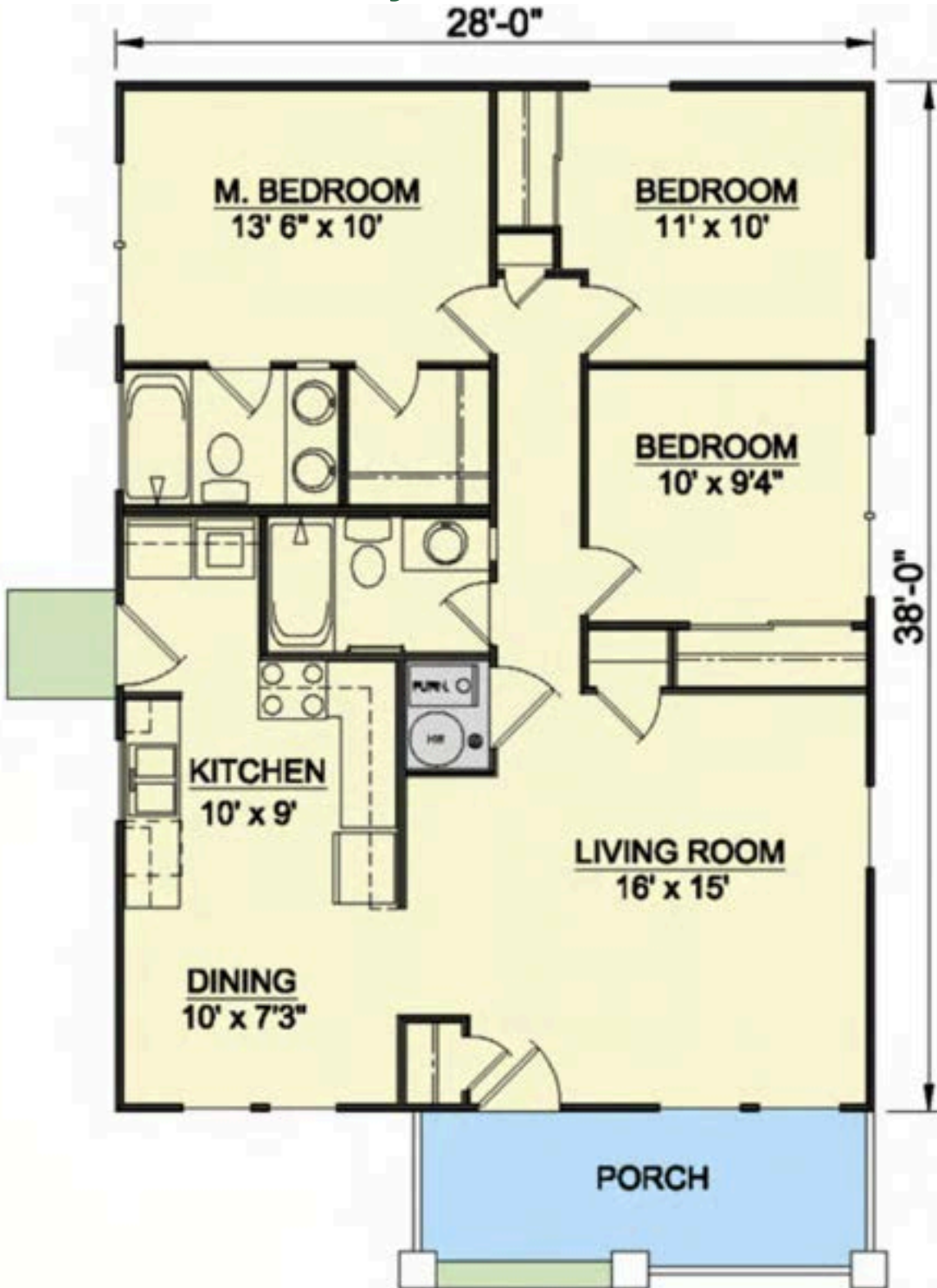
- **Estimated Rent:** ~\$1,500/month (market dependent)
- **Estimated Sale Price:** ~\$175,000 (subject to feasibility after product testing)
- Focus: **Affordable workforce housing**

Included in Proposal:

- Sample house plan
 - Example home rendering
-

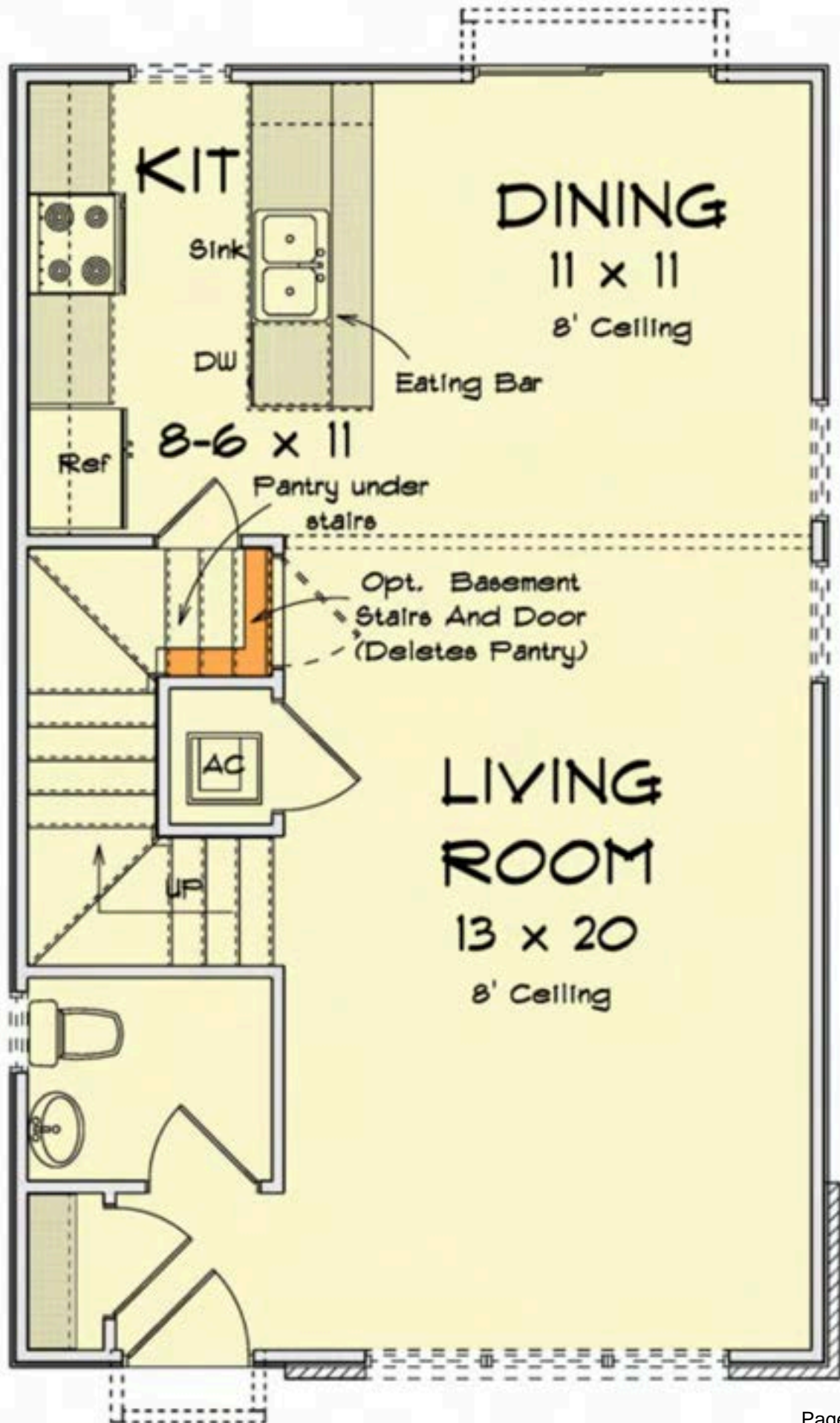
1064 Plan-

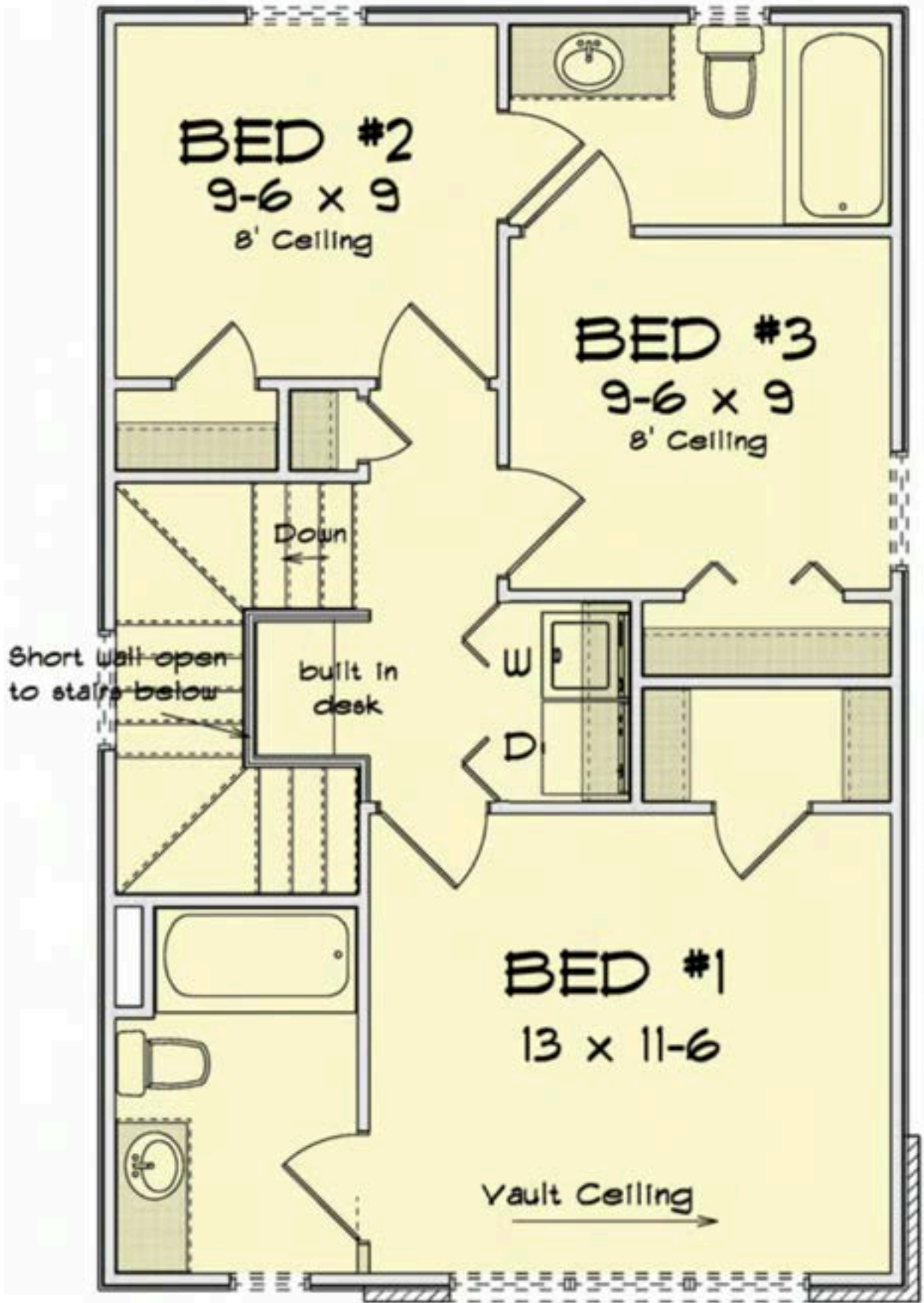




1280 Plan-







**PROPERTY TRANSFER AND
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and DJW Development LLC, a Texas Limited Liability Company ("Developer"), whose principal address is 1075 Sutton Road, Adrian, Michigan 49221.

WITNESSETH:

WHEREAS, Developer seeks to acquire a vacant parcel owned by the City for the purpose of building single family homes;

WHEREAS, the vacant parcels (collectively referred to as the "Property"), are located in the City of Jackson, County of Jackson, and are more particularly described as:

607 W. High Street, Jackson, MI 49203	Parcel # 3-228400000
603 W. High Street, Jackson, MI 49203	Parcel # 3-228600000
134 N. Forbes Street, Jackson, MI 40202	Parcel # 7-1247.A000
602 Seymour Avenue, Jackson, MI 49202	Parcel # 8-095600000
835 N. West Avenue, Jackson, MI 49201	Parcel # 2-133600000
831 N. West Avenue, Jackson, MI 49201	Parcel # 2-134000000
811 Burr Street, Jackson, MI 49201	Parcel # 7-022600000
526 E. Trail Street, Jackson, MI 49202	Parcel # 7-070800000
502 Wilson Street, Jackson, MI 49203	Parcel # 6-031900000
416 Wilson Street, Jackson, MI 49203	Parcel # 6-032000000

WHEREAS, the parties desire to ensure that the construction of one (1) single-family home on each parcel will take place, and set forth the terms of this Agreement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, THREE HUNDRED DOLLARS and 00/100 (\$300.00) per parcel (\$3,000 total purchase price) for the Property in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, this Agreement is being entered into between the parties to transfer the Property and establish requirements on Developer to develop the Property as described herein. This Agreement establishes that Developer will release its rights and transfer the Property back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

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

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in and form a part of this Agreement.
2. **TRANSFER OF PROPERTY.** City agrees to sell and Developer agrees to purchase the Property subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Property may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. **CLOSING.** The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.
4. **POSSESSION.** Developer shall be entitled to possession of the Property upon the close of the sale.
5. **CONDITION OF THE PROPERTY.** Developer acknowledges and agrees that the Property are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Property. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.

6. DEVELOPMENT CRITERIA.

- A. CODE COMPLIANCE. If and when Developer obtains title, it will construct a single-family home in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
- B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.
- C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct single-family structures on the Property.
- D. SPECIFIC DEVELOPMENT CRITERIA.
 - i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.
 - ii. Developer must comply with the following if and when Developer obtains title to the Property:
 - a). Commencement of Development must occur within months (3) months from the date of execution of this Agreement;
 - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
 - c). Completion of Development for all Property must occur within twenty-four (24) months from the date of execution of this Agreement;

- iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Property prior to transfer of deed.
 - iv. Should another interested party desire to purchase and develop the agreed-upon lots contained and referenced in this agreement (per a written request submitted to the City and/or Developer), beginning three (3) months after the execution of this agreement, Developer shall have thirty (30) days to exercise its right-of-first-refusal and either:
 - a). Commence construction on the lot(s) in question, or;
 - b). Transfer ownership of said lot(s) to the City of Jackson through a quit claim deed, at which time Developer shall release claim to the lot and obtain an comparable single-family lot, with City approval, so as not to forego the lot-specific \$300 purchase price.
- E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
- F. CITY'S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Property, after closing the City agrees to provide the necessary extension of the public water line from the street to the City stop box (at sidewalk); sewer tap and lead stub from the street to the property line (back of City sidewalk); any required curb cuts from the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing.
7. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues

such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.

8. REVERSION OF PROPERTY TO THE CITY. The Property shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:
 - (a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;
 - (b). A default occurs as described in Paragraph 7;
 - (c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or
 - (d). Developer uses the Property, for any length of time, for any use other than residential.

If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

9. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Property, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.
10. FORCE MAJEURE: Neither City or Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or deadline is prevented by an act of God, fire, or vandalism, and either party may request in writing an extension of any applicable deadline.
11. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation

under this Agreement, unless the City releases the Developer or his successors in interest in writing.

12. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
13. **NON-DISCRIMINATION REQUIREMENT.** The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
14. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
15. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called “Notices”) required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

With a copy to: City Attorney’s Office
 161 West Michigan Avenue
 Jackson, Michigan 49201
 Attn: City Attorney

If to Developer, to: DJW Development LLC
 1075 Sutton Road
 Adrian, Michigan 49221
 Attn: Dreyson Waynick

16. **INDEMNIFICATION.** To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively “the City”) from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer’s negligence, City’s negligence, Developer’s and City’s combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City’s sole negligence.
17. **SEVERABILITY.** If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. **GOVERNING LAW AND INTERPRETATION.** The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This

Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2026.

THE CITY OF JACKSON

By _____
Jonathan Greene
City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Jackson County, Michigan
My commission expires _____

DEVELOPER

DJW Development LLC,
a Texas Limited Liability Company

By: Dreyson Waynick
Its: Member

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Dreyson Waynick, a Member of DJW Development LLC., a Texas Limited Liability Company on behalf of the company.

_____, Notary Public
Jackson County, Michigan
My commission expires _____