JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, August 18, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

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

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Special Olympic Proclamations

Proclamations honoring Jackson Special Olympians Sierra Weller and Jonah Yee for their accomplishments at the 2026 Special Olympics USA Games in Minneapolis, Minnesota.

B. Engineering presentation re: Ganson Street Corridor Safety Improvements from Mechanic Street to Horton Street

6. PUBLIC HEARINGS.

A. Ganson Street Corridor Safety Improvements from Mechanic Street to Horton Street

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

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

Approve the proposed meeting minutes of the July 21, 2026, Regular Meeting of the Jackson City Council

B. **Appointment to the Downtown Development Authority**

Approval of the Mayor's recommendation to appoint Jacob Cross to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2030.

C. **Receive the attached letters from the Environmental Commission**

D. **City of Jackson, Michigan Financial Statements for the Twelve Months Ended June 30, 2026**

E. **Special Event Application: Grand River Annual Cleanup**

Approve a request from the Grand River Environmental Action Team to host the Grand River Annual Cleanup on September 12, 2026, in downtown Jackson.

F. **Special Event Application: Jackson High Homecoming 2026**

Approve a request from Jackson High school to host the Jackson High Homecoming on October 9, 2026, in Jackson.

G. **Special Event Application: Public Rosary**

Approve a request from the Queen of the Miraculous Medal Catholic Church to host the Public Rosary on October 11, 2026, in downtown Jackson.

H. **Special Event Application: Jackson High Pathways Community Outreach**

Approve a request from the Curated Table Hospitality Group to host the Jackson High Pathways Community Outreach on September 5, 2026, in downtown Jackson.

I. **Engineer's Report — Page Avenue street resurfacing**

Receive the Engineer's Report for street resurfacing on Page Avenue from Elm Avenue to the east City Limits and establish September 22, 2026, at the City Council meeting as the time and place to hold a public hearing of necessity.

J. **Engineer's Report — East Washington Avenue street reconstruction**
Receive the Engineer's Report for street reconstruction on East Washington Avenue from Cooper Street to Elm Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

K. **Engineer's Report — Elm Avenue pavement reconstruction**

Receive the Engineer's Report for pavement reconstruction on Elm Avenue from Washington Avenue to Page Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

L. **Engineer's Report — Morell Street reconstruction**

Receive the Engineer's Report for street reconstruction on Morell Street from Brown Street to Bowen Street and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

M. **MLCC Local Government Notification — Full Throttle LLC**

Receive a notification of a liquor license transfer application for Full Throttle, LLC at 751 N. Waterloo St Jackson, MI 49202

N. **MLCC Local Government Notification — Aldous Tavern, Inc.**

Receive the MLCC notification of the transfer of stock interest in a liquor license for the establishment located at 1008 Lansing Ave Jackson, MI 49202

9. OTHER BUSINESS.

A. Ordinance No. 2026-03

Approve the second reading and final adoption of Ordinance 2026-03 amending Chapter 17 of the City Code to prohibit the storage of unattended and excess personal property in public right of ways, sidewalks, and parks.

10. NEW BUSINESS.

A. Resolution — Planning and Zoning Fee Schedule

Approve updates to the planning and zoning fee schedule, including fee updates for variance applications, requests for rezoning, and zoning/permitting requests, and establish fees for various Brownfield activities; approve the resolution authorizing such fees, authorize the zoning administrator to create and update forms as needed, and further authorize the City Manager and City Attorney to make minor modifications as needed.

B. 2026-2030 POLC Labor Agreement Draft

Approve the 2026-2030 draft Labor Agreement between the City of Jackson and the POLC Non-Supervisory (NS) Unit Jackson Division.

C. Purchase — Freightliner Manitex Crane Truck

Approve the City of Jackson - Water Treatment Plant's purchase of a Freightliner Manitex Crane Truck, through Mi Deal contract number 240000000095, in the amount of $395,846.00 to be paid via fund 402-591-000-981.000, approved in the 2026/2027 budget. Authorize the City Manager and the Director of Public Works to execute the appropriate documents.

D. Change Order 2 — DWSRF Phase 1 Lead Service Line Replacements Contract

Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract with Five Star Energy Services, LLC in the decreased amount of $363,680.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

E. Change Order 1 — Pearl Loop Transmission Main Contract

Approve Change Order 1 to the Pearl Loop Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $1,972,113.48 to balance

contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

F. **Change Order 1 — MLK Equality Trail Extension Contract (Mechanic Street)**

Approve Change Order 1 to the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street with Merlo Construction Company, Inc. in the decreased amount of $114,470.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

G. **Change Order 1 — Health District Street Lighting Contract**

Approve Change Order 1 to the Health District Street Lighting contract with J. Ranck Electric, Inc. in the decreased amount of $16,521.88 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

H. **Change Order 1 — Hupp-Morrell Transmission Main Contract**

Approve Change Order 1 to the Hupp-Morrell Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $316,483.82 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

I. **Change Order 1—Bloomfield Boulevard Resurfacing Contract**

Approve Change Order 1 to the Bloomfield Boulevard Resurfacing contract with Michigan Paving and Materials, Co., in the decreased amount of $19,808.82 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

J. **Change Order 1 — East Ganson Street Water Service Replacements Contract**

Approve Change Order 1 to the East Ganson Street Water Service Replacements contract with Super Construction, LLC in the increased

amount of $34,071.20 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

K. **Amendment 3 — 23-006 MLK Corridor Reimagined Engineering Contract**

Approve Amendment 3 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $101,176.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

CITY OF JACKSON, MICHIGAN
PROCLAMATION HONORING SIERRA WELLER

WHEREAS, the mission of Special Olympics is to provide year-round sports training and athletic competition for children and adults with intellectual disabilities, creating opportunities to develop physical fitness, demonstrate courage, experience joy, and share gifts, skills, and friendship with their families, fellow athletes, and the community; and

WHEREAS, Special Olympics Michigan Area 19 serves more than 200 athletes throughout Jackson County by providing year-round training in 17 sports through the commitment of dedicated coaches, volunteers, families, and supporters who believe in the power of inclusion and achievement; and

WHEREAS, Sierra Weller has distinguished herself as one of the most dedicated and hardworking athletes in Special Olympics Michigan, competing with determination in Powerlifting, Cycling, Swimming, Poly Hockey, and Golf, consistently striving to reach new levels of personal excellence; and

WHEREAS, Sierra exemplifies the true meaning of perseverance, demonstrating that strength is measured not only by the weight she lifts, but also by her unwavering commitment to improving her abilities, embracing every challenge, and giving her very best in every competition; and

WHEREAS, while her athletic accomplishments are extraordinary, Sierra's character shines even brighter. Her quiet encouragement, genuine kindness, and outstanding sportsmanship make her an inspiration to teammates and competitors alike. She celebrates the achievements of others as enthusiastically as her own, reminding us that success is greatest when shared through teamwork and mutual respect; and

WHEREAS, at the 2026 Special Olympics USA Games in Minneapolis, Minnesota, Sierra proudly represented the State of Michigan and the Jackson community with exceptional performances, earning a Gold Medal in the Dead Lift with an impressive lift of 314 pounds, a Silver Medal in the Squat with 325 pounds, a Gold Medal in the Bench Press with 187 pounds, and capturing the Overall Gold Medal with a combined total of 826 pounds; and

WHEREAS, through her humility, dedication, and unwavering encouragement of others, Sierra has become a leader whose actions speak louder than words, proving that true champions are defined not only by victories earned, but by the example they set for those around them.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Daniel J. Mahoney, Mayor of the City of Jackson do hereby recognize and honor Sierra Weller for her exceptional athletic achievements, remarkable sportsmanship, steadfast perseverance, and her commitment to fostering teamwork, inclusion, and excellence within Special Olympics and throughout our community.

The City of Jackson extends its sincere congratulations to Sierra Weller for proudly representing our community on the national stage. May her accomplishments continue to inspire athletes of all ages to pursue their goals with courage, determination, humility, and kindness, and may her example remind us all that the greatest victories are achieved by lifting others as we climb.

CITY OF JACKSON MICHIGAN FOUNDED IN 1829

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Jackson, Michigan, to be affixed this 18th day of August, 2026.

Daniel J. Mahoney, Mayor

CITY OF JACKSON, MICHIGAN
PROCLAMATION HONORING SPECIAL OLYMPIAN JONAH YEE

WHEREAS, the mission of Special Olympics is to provide year-round sports training and athletic competition for children and adults with intellectual disabilities, offering opportunities to develop physical fitness, demonstrate courage, experience joy, and share gifts, skills, and friendship with their families, fellow athletes, and the community; and

WHEREAS, Special Olympics Michigan Area 19 proudly serves more than 200 athletes throughout Jackson County by providing year-round training in 17 sports through the dedication of volunteer coaches and supporters, fostering inclusion, confidence, teamwork, and personal achievement; and

WHEREAS, Jonah Yee exemplifies the very best of the Special Olympics spirit through his unwavering perseverance, commitment to excellence, and enthusiasm for learning and growing as an athlete in numerous sports, including kayaking, snowboarding, and swimming; and

WHEREAS, Jonah's dedication extends well beyond athletic competition. Through volunteerism and active participation in the Jackson community, he serves as a leader and an inspiration, demonstrating that true success is measured not only by medals earned, but by the positive impact one has on others; and

WHEREAS, at the 2026 Special Olympics USA Games in Minneapolis, Minnesota, Jonah proudly represented the State of Michigan and the Jackson community by earning a Gold Medal in the 50-Meter Freestyle, a Silver Medal in the 25-Meter Freestyle, and a fifth-place ribbon in the 25-Meter Backstroke—an extraordinary accomplishment reflecting countless hours of dedication, discipline, and hard work; and

WHEREAS, Jonah's achievements remind us that every accomplishment is strengthened by the encouragement of family, coaches, volunteers, teammates, and the broader community, and that together, as a team, we can build a more inclusive community where every individual has the opportunity to succeed.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Daniel J. Mahoney, Mayor of the City of Jackson do hereby recognize and honor Jonah Yee for his outstanding athletic achievements, his exemplary character, and his continued commitment to inclusion, sportsmanship, and community service.

The City of Jackson extends its sincere congratulations to Jonah on his remarkable accomplishments and thanks him for serving as an ambassador for Special Olympics, a champion for inclusion, and an inspiration to all who have the privilege of knowing him. His determination, compassion, leadership, and perseverance make our community stronger, and we celebrate the example he sets for athletes and citizens alike.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Jackson, Michigan, to be affixed this 18th day of August, 2026.

Daniel J. Mahoney, Mayor

CITY COUNCIL MEETING MINUTES

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Councilmember Shalanda Hunt.

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, Chief Equity Officer John Willis, Police Chief Chris Simpson, Director of Community Development Shane LaPorte, City Treasurer Nanette Muntin, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. Ordinance Presentation: Chapter 17 — Nuisances

City Attorney Matt Hagerty provided an overview of the proposed emergency ordinance.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to take a recess until 10:00 p.m. Vote was done by voice with everyone in favor. Motion carried.

The meeting was recessed from 9:45 p.m. until 10:01 p.m.

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

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of the Jackson City Council on 16 June 2026

B. Board/Commission Resignation — Historic District Commission

C. City of Jackson, Michigan Financial Statements for the Eleven Months Ended May 31, 2026

D. DDA FY 26/27 Budget Corrective Resolution

E. Public hearing date request — Ganson Street Safety Enhancements Project.
Establish August 18, 2026 at the City Council meeting as the time and place to hold a public hearing regarding impacts to pedestrian routes during the construction of safety enhancements on Ganson Street between Mechanic Street and the east City Limits.

F. Special Event Application: Pathway Kids Club
Approve a request from the Ganson Street Baptist Church to host the Pathway Kids Club on July 27-31, 2026, in Jackson.

G. Special Event Application: 30th Annual Southside Reunion
Approve a request from the Southside Reunion Committee to host the30th Annual Southside Reunion on August 8-9, 2026, in downtown Jackson.

H. Special Event Application: Free Family Pride Picnic
Approve a request from the Jackson Pride Center to host the Free Family Pride Picnic on August 29, 2026, in downtown Jackson.

I. Special Event Application: Journey to the Farm 5K
Approve a request from the Flawless Farms to host the Journey to the Farm 5K on September 26, 2026, in Jackson.

J. Special Event Application: Our Lady of Guadalupe Festival
Approve a request from St. Mary Star of the Sea Church to host the Our Lady of Guadalupe Festival on December 12, 2026, in downtown Jackson.

K. Special Event Application: Way to Woodward Car Show
Approve a request from the Jackson Downtown Development Authority to host the Way to Woodward Car Show on August 13, 2026, in downtown Jackson.

L. Special Event Application: Ogma Anniversary Approve a request from Ogma
Brewing Company to host the Ogma Anniversary on October 11, 2026, in downtown Jackson.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. Emergency Ordinance — Chapter 17 Nuisances Areas.
Recommendation: *Consider and adopt an emergency ordinance pursuant to Sec. 9.6 of the City Charter, being Article X to Chapter 17, Nuisances, of the City Code of Ordinances entitled: Regulation of Unattended and Excess Personal Property, Tents, and Attachments in Public.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to consider and adopt an emergency ordinance pursuant to Sec. 9.6 of the City Charter, being Article X to Chapter 17, Nuisances, of the City Code of Ordinances entitled: Regulation of Unattended and Excess Personal Property, Tents, and Attachments in Public.

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to amend the motion to approve the first reading of the ordinance and move to a second reading. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Vote was taken on the motion as amended. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, and Forgrave (5). Nays: Councilmembers Gunn and Hunt (2). Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to direct City staff to bring for consideration on the August 18th meeting amended language addressing 1. Changing the two hour (notice), 2. Addressing the fines, 3. An extension to thirty days, and 4. Exempting essential personal property. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, and Forgrave (5). Nays: Councilmembers Gunn and Hunt. Motion carried.

B. Resolution — State of Michigan State Historic Preservation Office (SHPO) Grant Funds Acceptance

Recommendation: *Approve a resolution to enter into a grant agreement with the State of Michigan State Historic Preservation Office (SHPO) for the Certified Local Government (CLG) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve a resolution to enter into a grant agreement with the State of Michigan State Historic Preservation Office (SHPO) for the Certified Local Government (CLG) Grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. Resolutions — Changes to the Standard Lighting Contract with Consumers Energy

Recommendation: *Approve two resolutions for changes to the Standard Lighting Contract with Consumers Energy for the replacement of streetlights at 1) the intersection of Robinson Street and Merriman Street and 2) at 303 Robinson Street and authorize the City Engineer and City Clerk to execute the appropriate documents.*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to approve two resolutions for changes to the Standard Lighting Contract with Consumers Energy for the replacement of streetlights at 1) the intersection of Robinson Street and Merriman Street and at 303 Robinson Street and authorize the City Engineer 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.

D. Workforce Housing Developments Resolutions and Restrictive Covenants.
Recommendation: *Approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. Purchase — 2-Megawatt Caterpillar Model 3516C Backup Generator
Recommendation: *Approve the purchase of one used 2-megawatt Caterpillar Model 3516C backup generator from McAllister Caterpillar for installation at the City of Jackson Wastewater Treatment Plant for a cost of $731,000.00 which includes $680,000.00 for the power unit, approximately $35,000.00 for half the cost of a special permit hauling from Indianapolis, Indiana to Jackson, Michigan, and $16,000.00 for a 5-year extended warranty.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the purchase of one used 2-megawatt Caterpillar Model 3516C backup generator from McAllister Caterpillar for installation at the City of Jackson Wastewater Treatment Plant for a cost of $731,000.00 which includes $680,000.00 for the power unit, approximately $35,000.00 for half the cost of a special permit hauling from Indianapolis, Indiana to Jackson, Michigan, and $16,000.00 for a 5-year extended warranty. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

F. Purchase — Road Salt

Recommendation: *Approve the purchase of 4,000 tons of road salt from Detroit Salt Company at a cost of $99.62 per ton for a total amount of $398,480, for the 2026/2027 winter season through cooperative bidding with the Jackson County Department of Transportation*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the purchase of 4,000 tons of road salt from Detroit Salt Company at a cost of $99.62 per ton for a total amount of $398,480, for the 2026/2027 winter season through cooperative bidding with the Jackson County Department of Transportation. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Invoice – JACTS Unified Work Program FY 2026

Recommendation: *Approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2026, in the amount of $28,856.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2026, in the amount of $28,856.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

H. Sale of City-owned property — 916 S. Gorham Street

Recommendation: *Approve the sale of City-owned property located at 916 S. Gorham Street, Jackson, MI 49203 (Parcel # 6-131100000) to AgriCon, LLC for the sum of $300, 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 Gunn to approve the sale of City-owned property located at 916 Gorham Street, Jackson, MI 49203 to AgriCon, LLC for the sum of $300, 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.

I. Policy Modification — Street Assessment Relief Fund
Recommendation: *Approve modifications of the Street Assessment Relief Fund Management Policy to make relief available to all property owners regardless of land use or income level.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve modifications of the Street Assessment Relief Fund Management Policy to make relief available to all property owners regardless of land use or income level. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Hunt, and Forgrave (6). Nays: Councilmember Wood (1). Motion carried.

J. Inter-Agency Agreement — Leoni Township.
Recommendation: *Approve the inter-agency agreement between the City of Jackson and Leoni Township for plumbing and mechanical inspection, and plan review services, and allow the City Manager and City Attorney to make minor modifications as may be required.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the inter-agency agreement between the City of Jackson and Leoni Township for plumbing and mechanical inspection, and plan review services, and allow the City Manager and City Attorney to make minor modifications as may be required. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

K. K. DWSRF Phase 2 Contract - Change Order 2
Recommendation: *Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Bros., Inc. in the decreased amount of $916,922.89 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 Drinking Water State Revolving Fund Phase 2 Water Main Replacements contract with Dunigan Bros. in the decreased amount of $916,922.89 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.

L. Lot Purchase Agreement — Michigan Housing Partnership LLC
Recommendation: *Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson and authorize the City Manager and City Attorney to make minor modifications as necessary.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson and authorize the City Manager and City Attorney to make minor modifications as necessary. 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, and Hunt offered comments. Councilmember Forgrave declined to offer comments.

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, and was seconded by Councilmember Wood. Mayor Mahoney adjourned the meeting at 11:45 p.m.

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: August 18, 2026

SUBJECT: Appointments to Downtown Development Authority

RECOMMENDATION:

> **Approval of the Mayor's recommendation to appoint Jacob Cross to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2030.**

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

It is my recommendation, therefore, to appoint Jacob Cross to the Downtown Development Authority, for a four-year term, beginning immediately, and ending on March 31, 2030.

Your consideration and concurrence is appreciated.

DM:lmm

From: noreply@civicplus.com
To: Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Wednesday, April 29, 2026 5:16:17 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Jacob
Last Name	Cross
Address	5036 Rimers Dr. Jackson, MI 49201
City	Jackson
State	MI
Zip	49201
Phone Number	5179456010
Email	jake@unchartedfilmco.com
Last four digits of Social Security Number	ok 4/30/26
Occupation	Owner, Uncharted Film Co.
Describe your community involvement.	I grew up in Jackson and moved my business to downtown Jackson in 2020. Starting at the Lean Rocket Lab we grew our team and eventually purchased and renovated the old Befell Lighting building into our new office. We also rent additional space as 3 residential apartments and a commercial space for Dapper Man. Me and my family are frequent participants in downtown events, groups, and activities. As much as we can with 3 small kids, we also volunteer with several local organizations and non-profits.
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	Jackson County, Off Renolds Rd.

reside?	
If you answered "Yes" how long have you been a City resident?	Jackson
Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity: https://www.cityofjackson.org/288/Boards-Commissions	Downtown Development Authority Board
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	*Field not completed.*
Why do you want to serve on your selected board or commission?	I am born and raised in Jackson, have started a family here, and plan to be here for the long haul. I want to see Jackson thrive and be a better place for everyone to live, work, and play. I've partnered with and gone through programs that have allowed us to expand our business and real estate downtown and would love to share our experiences with others. The DDA has also had a large impact on downtown Jackson and our business, so doing what I can with the people getting work done is very adventitious to me.
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	Jacob Cross
Date of Submission	04/29/2026

Email not displaying correctly? View it in your browser.

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Receive the attached letter from the Environmental Commission**

RECOMMENDATION:

Receive the attached letter from the Environmental Commission regarding recommendations for the:

- **establishment of a Pollinator Garden Pilot Program**
- **establishment of a Vacant Lot Stewardship Program**
- **application for Bee City USA status**
- **establishment of a budget to financially support environmental initiatives**

Attached is a report from Jeffrey D. Crow, Assistant City Engineer.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jeffrey D. Crow, P.E., Assistant City Engineer

DATE: August 18, 2026

RECOMMENDATION: Receive the attached letter from the Environmental Commission regarding recommendations for the:

- **establishment of a Pollinator Garden Pilot Program**
- **establishment of a Vacant Lot Stewardship Program**
- **application for Bee City USA status**
- **establishment of a budget to financially support environmental initiatives**

ISSUE STATEMENT

In accordance with its mission to act in an advisory role to City Council, the Environmental Commission has prepared the attached letter for distribution to the Mayor and City Councilmembers.

DESCRIPTION OF CONSEQUENCES

The Environmental Commission has prepared the attached letter with recommendations to City Council advocating for the establishment of policies for:

- increasing pollinator populations by offsetting habitat loss with herbicide and insecticide-free havens on city-owned land
- establishing a program for residents to become stewards of adjacent city-owned parcels and use them for food-producing and insect-support gardens
- directing city-staff to act in pursuit of Bee City USA designation
- providing a means to financially support environmental initiatives

OWNERSHIP

Division 10 of Article II of Chapter 2 of the City of Jackson Code of Ordinances established the Environmental Commission to act in an advisory capacity to City Council regarding environmental policy.

SOLUTION

Take the Environmental Commission's counsel under advisement and consider the proposals contained in the attached letter.

FACILIATE IMPLEMENTATION

Receive the attached letter from the Environmental Commission regarding the pursuit of Bee City USA status and recommendations for the establishment of environmental policies related to pollinators, gardens and financial support thereof.

TRW/kmm

CITY OF JACKSON ENVIRONMENTAL COMMISSION

161 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

July 10, 2026

Daniel Mahoney, Mayor
Jonathan Greene, City Manager
Members of the City Council
City of Jackson
161 W Michigan Avenue
Jackson, MI 49201

RE: Pollinator Gardens and Bee City USA status

Statutory Goal of the Environmental Commission. As established in the Jackson Michigan Code of Ordinances, the Environmental Commission has been empowered to "help to set goals and policies for the city and community to continuously improve the natural and built environment" (Sec. 2-367).

Pollinator Garden Pilot Program. It has been the long-standing goal of the Environmental Commission to increase the ecological diversity and environmental sustainability through introducing and expanding urban pollinator gardens. The USDA has estimated that pollinators generate over 1 billion dollars towards Michigan's agricultural economy, with 35% of all agricultural products grown in Michigan dependent on pollinators. Michigan State University has estimated 30%- 60% decreases in bee populations in Michigan. Urban pollinator gardens have increasingly been proposed by the Xerces Society, an ecological conservation non-profit, as a means of increasing pollinator populations by offsetting habitat loss, providing herbicide and insectide-free havens, and connecting fractured migration routes. This approach also serves to increase accessibility to urban green spaces for residents, which provides its own benefits to well-being. The City of Jackson is uniquely positioned with its relative abundance of city-owned properties to aid in this effort, by setting aside properties ill-suited toward development for pollinator gardens. Furthermore, our local partners Grow Jackson have committed to providing labor and materials for establishing these gardens. It is therefore, the recommendation of the Commission that the City begin the process of establishing a Pollinator Garden Pilot program for the fall. We ask that the City commits to identifying a suitable parcel, partnering with Grow Jackson to secure planting, establishing signage for educational outreach on the importance of urban pollinator gardens, and maintaining mowed walkways for public enjoyment. The City has previously converted two vacant parcels at 800 S. Mechanic Street into a community orchard, establishing a positive precedent for such action.

Establishment of Process for Resident Ecological Management of Vacant Lots. At our meetings, we have heard from residents interested in taking stewardship of neighboring City-owned lots.

There is currently no process by which a resident can formally request partnering with the city to establish gardens on these sites. In addition to the pilot program outlined above, the Environmental Commission seeks establishment of a process allowing residents to apply to become stewards of undeveloped City-owned properties for development of urban food-producing and insect-support gardens. The City has experience with development partnerships and dealing with liability that arises in other types of economic endeavors. We request that similar processes be established for ecological development to further serve aims outlined in the previous section.

Apply for Bee City USA Status. Bee City is a title offered to communities with a demonstrated commitment to pollinator conservation by the Xerces Society. Currently, seven cities in Michigan have been recognized as Bee Cities for their effort at supporting pollinator populations.

Bee City USA Commitments.

1. Establish a standing Bee City USA committee to advocate for pollinators.
2. Create and enhance pollinator habitat on public and private land by increasing the abundance of native plants and providing nest sites.
3. Reduce the use of pesticides.
4. Incorporate pollinator-conscious practices into city policies and plans.
5. Host pollinator awareness events.
6. Publicly acknowledge Bee City USA affiliation with signs and an online presence.
7. Pay an initial application fee and annual renewal fee.
8. Annually apply for renewal and report on the previous year's activities.

It is the request of the Environmental Commission that City Staff begin the process of pursuing Bee City USA status and, where necessary, making progress on any standards where we have not met the guidelines. Please see the Xerces Society for more information: https://beecityusa.org/

Appropriate Budget to Conservation Fund for Environmental Commission Activities. The Conservation Fund is a City-associated resource for supporting conservation efforts. This fund can be used by the City as a means of financially supporting the initiatives of the Environmental Commission. While the efforts of the Environmental Commission have not to date required monetary support, future initiatives like applying for Bee City USA, the LEED for Cities program, as well as education and outreach programs like Arbor Day celebrations will. It is for these reasons that we ask the City to provide financial support to the Environmental Commission via the Conservation to allow us to move forward with these efforts.

Thank you for your consideration,

Dr. Kelli Kazmier, Environmental Commission Chair

CITY OF JACKSON
Founded 1829

City Manager's Office

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Receive the attached letter from the Environmental Commission**

RECOMMENDATION:

Receive the attached letter and proposed ordinance revision from the Environmental Commission regarding

- **pursuit of Tree City USA status**
- **ordinance change to include urban forestry advisement in the Commission's mandate establishment of a city-owned tree nursery**

Attached is a report from Jeffrey D. Crow, Assistant City Engineer.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jeffrey D. Crow, P.E., Assistant City Engineer

DATE: August 18, 2026

RECOMMENDATION: Receive the attached letter and proposed ordinance revision from the Environmental Commission regarding

- **pursuit of Tree City USA status**
- **ordinance change to include urban forestry advisement in the Commission's mandate**
- **establishment of a city-owned tree nursery**

ISSUE STATEMENT

In accordance with its mission to act in an advisory role to City Council, the Environmental Commission has prepared the attached letter for distribution to the Mayor and City Councilmembers.

DESCRIPTION OF CONSEQUENCES

The Environmental Commission has prepared the attached letter with recommendations to City Council advocating for ordinance changes to designate the Environmental Commission as the City of Jackson's Community Tree Board and the advisory responsibilities associated therewith. The letter also contains recommendations to City Council regarding the establishment of a city-owned tree nursery.

OWNERSHIP

Division 10 of Article II of Chapter 2 of the City of Jackson Code of Ordinances established the Environmental Commission to act in an advisory capacity to City Council regarding environmental policy.

SOLUTION

Take the Environmental Commission's counsel under advisement and consider the proposals contained in the attached letter.

FACILIATE IMPLEMENTATION

Receive the attached letter from the Environmental Commission recommendations regarding the pursuit of Tree City USA status, proposed ordinance changes and the establishment of a city-owned tree nursery.

TRW/kmm

MEMO TO: Honorable Mayor and City Councilmembers
FROM: Derek Dobies, Environmental Commission Member
SUBJECT: Adoption of Ordinance No. 20XX-##

RECOMMENDATION: Move approval and advance to second reading and final adoption the ordinance amending Section 2-369 of Chapter 2 of the Code of Ordinances to expand the duties of the Environmental Commission to include advisory responsibilities related to urban forestry, public tree management, and Tree City USA compliance.

The Environmental Commission respectfully encourages the City Council to approve the proposed amendment to Section 2-369 of the City Code. The amendment designates the Environmental Commission as the City's advisory urban forestry and tree board and establishes responsibilities related to the conservation, protection, management, and expansion of Jackson's urban forest.

Trees are a critical component of public infrastructure. A healthy urban forest improves air quality, reduces stormwater runoff, mitigates urban heat island effects, lowers energy costs, increases property values, enhances neighborhood aesthetics, and contributes to the overall health and quality of life of residents. As Jackson continues to invest in neighborhood revitalization, sustainability initiatives, and environmental stewardship, a coordinated approach to urban forestry becomes increasingly important.

The proposed amendment is intended to position the City of Jackson to meet the governance requirements of the Arbor Day Foundation's Tree City USA program. Tree City USA is the nation's leading framework for recognizing communities that demonstrate a commitment to effective urban forest management. To qualify, a municipality must maintain a legally established tree board or department, adopt community forestry standards, invest in public tree care, and observe Arbor Day annually.

While the Environmental Commission already advises City leadership on a broad range of environmental matters, the current ordinance does not specifically identify responsibility for urban forestry and public tree stewardship. The proposed amendment addresses this gap by establishing a clear advisory structure for matters involving tree planting, preservation, maintenance, canopy expansion, and community forestry planning.

In addition to supporting Tree City USA eligibility, the amendment creates an opportunity for the Environmental Commission to assist City staff in identifying grant opportunities, developing long-term canopy goals, coordinating community tree planting efforts, and increasing public awareness of the environmental and economic benefits of urban forestry.

This amendment does not create any new staffing requirements, operational mandates, or regulatory burdens. Rather, it formalizes responsibilities within an existing advisory body and aligns the City's governance structure with nationally recognized best practices in urban forestry management.

Passage of this ordinance represents another step toward strengthening Jackson's commitment to sustainability, environmental stewardship, neighborhood beautification, and community engagement.

If Council has any questions, please feel free to contact the Environmental Commission.

Sec. 2-369. Powers and duties as to environmental commission.

The environmental commission shall have the following responsibilities and duties if requested by the city council or city administration:

(a) To advise and make recommendations to the city council and city manager on environmental policy, environmental issues and environmental implications of all city programs and proposals on the air, water, land and public health.

(b) To advise the city council and city manager on all solid waste policy and management issues including the reduction, reuse, recycling and proper disposal of solid waste in the City of Jackson.

(c) To advise the city council and city manager on environmental aspects of transportation issues, including implementation of city transportation plans, alternative transportation issues, alternative fuel vehicles, bicycling improvements, clean city program initiatives, parking issues and related transportation issues.

(d) To advise the city council and city manager on environmental risk and pollution issues, including community right-to-know, emergency planning, pesticide and herbicide use and policies, pollution prevention, air and water pollution, indoor air quality, worker health and safety, environmental remediation and restoration, and environmental impact of city procurement policies.

(e) To advise the city council and city manager on drinking water, sewer, water quality, flooding, and stormwater management issues, including: water treatment plant issues; wastewater treatment plant issues; and the water quality, protection, restoration, and improvement of the Grand River.

(f) To advise the city council and city manager on all matters related to sustainable development, clean production, and environmental technologies.

(g) To advise the city council and city manager concerning effective advocacy for the city in regional, state and federal environmental matters.

(h) To advise the city council and city manager on enhancing the awareness, understanding, commitment, and active involvement of local citizens in ensuring wise stewardship of the city's natural resources, now and in the future, through education, volunteerism, public/private partnerships, and incentive programs.

(i) To serve as the City's advisory urban forestry and tree board and to advise the city council and city manager on matters concerning the urban forest, public trees, tree canopy management, and urban forestry policy.

(j) To review and recommend policies, ordinances, standards, plans, programs, and partnerships related to the establishment, conservation, protection, management, maintenance, planting, removal, replacement, and long-term stewardship of public trees and the urban forest.

(k) To annually review the City's urban forestry program and make recommendations concerning canopy preservation and expansion goals, budgetary priorities, grant opportunities, and other actions necessary to maintain and improve the health, diversity, sustainability, and resilience of the City's urban forest.

(l) To review and provide recommendations concerning the City's compliance with Tree City USA standards and other urban forestry initiatives, including Arbor Day observances, tree inventories, community forestry planning, public education activities, and related recognition or certification programs.

(~~i~~m) To coordinate and collaborate with commissions in other jurisdictions and other environmental organizations to address regional and state environmental matters.

(~~j~~n) To create committees to help conduct the work of the environmental commission, provided that a member of the environmental commission chairs each committee, the environmental commission appoints additional committee members for a time certain, and the names and qualifications of committee members appointed by the environmental commission are forwarded to city council.

(~~k~~o) To work collaboratively with other city commissions and committees that have responsibilities for specific issues, including but not limited to: the planning commission, the parks, recreation and grounds commission, and the Ella Sharp Park Board of Trustees.

(~~l~~p) To hold informational forums and public meetings on environmental issues and concerns.

(~~m~~q) To present an annual report on the City of Jackson's "State of the Environment," using, whenever possible, measurable performance indicators to monitor long term trends.

(~~n~~r) To have all other powers and duties granted by the city council by resolution.

CITY OF JACKSON ENVIRONMENTAL COMMISSION

161 W. MICHIGAN AVENUE, JACKSON, MICHIGAN 49201

July 10, 2026

Daniel Mahoney, Mayor
Jonathan Greene, City Manager
Members of the City Council
City of Jackson
161 W Michigan Avenue
Jackson, MI 49201

RE: Tree City USA Application II

Statutory Goal of the Environmental Commission. As established in the Jackson Michigan Code of Ordinances, the Environmental Commission has been empowered to "help to set goals and policies for the city and community to continuously improve the natural and built environment" (Sec. 2-367).

Change in ordinance toward the Goal of Tree City USA status. Recent work completed by the City has positioned our community to recognized formally as a Tree City. Toward this end, the Environmental Commission recommends a change in ordinance to service one of the four Tree City USA standards, namely establishing the Environmental Commission as our Community Tree Board. This would include amending Section 2-369 of Chapter 2 of the Code of Ordinances to expand the duties of the Environmental Commission to include advisory responsibilities related to urban forestry, public tree management, and Tree City USA compliance. Recommended language changes are provided in the attached document.

Establishment of Tree Nursery on City-owned Land to Limit Future Tree Planting Costs. It is the goal of the Environmental Commission as well as the trajectory set out by our recently adopted tree plan to increase tree canopy coverage in the city. To limit the cost burden of this endeavor and to take advantage of the unique features of our community, we request that the City examines the feasibility of establishing a tree nursery on City-owned property. A City-owned tree nursery would put the City in the financially advantageous position of buying young, inexpensive trees, allowing them to mature on otherwise underutilized land, and then moving them to their final homes once achieving a robust standard. This would allow us to expand our tree planting capacity on a budget and would serve as investment in our future as a Tree City.

Thank you for your consideration,

Dr. Kelli Kazmier, Environmental Commission Chair

City of Jackson, Michigan
Financial Statements

As of and For the Twelve Months Ended June 30, 2026

Preliminary/Unaudited

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EXPENDITURE SUMMARY

FUND TYPE/FUND NAME	25-26 Original Budget	25-26 Amended Budget	Activity For 6/30/2026	YTD Balance 6/30/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
GENERAL FUND						
101 GENERAL FUND						
101-000 CITY COUNCIL	116,763	119,969	7,905	106,101	88.44	13,868
103-000 CHARTER REVIEW COMMITTEE	2,500	2,500	-	-	-	2,500
172-000 CITY MANAGER	557,670	556,667	46,399	517,779	93.01	38,888
191-000 FINANCE	718,276	758,835	62,707	734,362	96.77	24,473
215-000 CITY CLERK	393,599	393,849	35,802	385,516	97.88	8,333
228-000 MANAGEMENT INFORMATION SYSTEMS	724,624	599,518	41,152	577,590	96.34	21,928
233-000 PURCHASING	142,769	153,168	12,604	157,780	103.01	(4,612)
253-000 CITY TREASURER	364,513	415,913	44,374	409,645	98.49	6,268
254-000 INCOME TAX ADMINISTRATION	254,014	231,719	20,794	230,517	99.48	1,202
257-000 CITY ASSESSOR	577,894	582,818	50,011	576,173	98.86	6,645
262-000 CITY CLERK-ELECTIONS	262,094	147,594	13,190	126,970	86.03	20,624
265-000 CITY HALL AND GROUNDS	882,990	648,897	77,486	594,991	91.69	53,906
266-000 CITY ATTORNEY	916,369	916,369	87,510	891,576	97.29	24,793
270-000 PERSONNEL	671,362	493,374	27,445	391,498	79.35	101,876
278-000 UNALLOCATED	889,433	922,929	17,037	778,979	84.40	143,950
299-000 ADMINISTRATIVE HEARINGS BUREAU	246,453	254,158	12,396	138,311	54.42	115,847
301-000 POLICE	12,847,458	12,388,764	1,241,982	12,082,194	97.53	306,570
311-225 OSHP GRANT	6,692	39,285	(2)	17,703	45.06	21,582
320-000 CONSORTIUM TRAINING	75,000	105,848	7,825	80,000	75.58	25,848
321-000 MCOLES TRAINING PA302	20,000	18,000	8,528	15,153	84.18	2,847
322-000 MCOLES TRAINING CPE	45,000	105,383	461	63,504	60.26	41,879
325-000 MCOLES TRAINING ACTIVE SHOOTER	-	9,276	-	9,276	100.00	-
340-000 FIRE SUPPRESSION	7,186,364	7,207,605	674,533	6,970,319	96.71	237,286
350-000 PUBLIC SAFETY-UNALLOCATED	1,929,262	2,027,787	165,755	2,000,822	98.67	26,965
442-000 FORESTRY	922,074	756,445	54,313	598,693	79.15	157,752
444-000 SIDEWALK CONSTRUCTION	160,334	60,501	1,756	38,696	63.96	21,805
445-000 DRAINS AT LARGE	120,117	73,623	5,565	50,409	68.47	23,214
450-000 STREET LIGHTING	710,185	715,552	86,616	598,389	83.63	117,163
455-000 WEED CONTROL	115,052	97,766	23,621	63,447	64.90	34,319
465-000 GROUNDS MAINTENANCE	479,196	417,993	47,879	396,198	94.79	21,795
567-000 CEMETERIES	565,819	469,063	33,175	387,051	82.52	82,012
571-000 TAX PROPERTY MAINTENANCE	193,110	222,941	41,085	188,764	84.67	34,177
572-000 CIVIC AFFAIRS	164,667	195,138	12,045	121,068	62.04	74,070
701-000 PLANNING	414,369	313,240	40,527	299,116	95.49	14,124
728-000 ECONOMIC DEVELOPMENT	175,000	3,257,316	332,229	1,503,976	46.17	1,753,340
752-000 PARKS, RECREATION & GROUNDS ADMIN.	381,864	374,464	(9,349)	379,755	101.41	(5,291)
758-000 LT. NIXON MEMORIAL POOL	304,200	366,100	15,555	194,386	53.10	171,714
771-000 PARKS & FACILITIES MAINTENANCE	1,190,799	1,147,450	119,969	1,123,922	97.95	23,528
776-000 CITY CENTER (FKA MASONIC TEMPLE)	160,020	249,013	16,219	209,970	84.32	39,043
803-000 HISTORICAL DISTRICT	13,711	15,678	1,405	14,710	93.83	968
806-000 DIVERSITY, EQUITY & INCLUSION	467,190	636,340	98,780	623,144	97.93	13,196
965-000 CONTRIBUTIONS TO OTHER FUNDS	1,114,222	2,531,224	42,439	1,759,246	69.50	771,978
101 GENERAL FUND TOTAL	37,483,028	41,000,072	3,619,723	36,407,699	88.80	4,592,373
102 BUDGET STABILIZATION FUND	50,000	60,000	-	-	-	60,000
GENERAL FUND TOTAL	**37,533,028**	**41,060,072**	**3,619,723**	**36,407,699**	**88.67**	**4,652,373**
PERMANENT FUNDS						
151 CEMETERY PERPETUAL MAINTENANCE FUND	25,000	85,800	-	-	-	85,800
155 ELLA W. SHARP PARK ENDOWMENT FUND	32,500	39,315	-	-	-	39,315
160 LLOYD E. MOUNT ENDOWMENT FUND	5,100	10,010	-	-	-	10,010
PERMANENT FUNDS TOTAL	**62,600**	**135,125**	**-**	**-**	**-**	**135,125**

	25-26 Original Budget	25-26 Amended Budget	Activity For 6/30/2026	YTD Balance 6/30/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
SPECIAL REVENUE FUNDS						
202 MAJOR STREET FUND	22,399,852	24,945,103	1,260,208	16,873,134	67.64	8,071,969
203 LOCAL STREET FUND	1,813,306	2,664,023	568,899	1,776,882	66.70	887,141
208 ELLA W. SHARP PARK OPERATING FUND	1,206,031	1,297,009	185,347	1,329,570	102.51	(32,561)
213 OPIOID SETTLEMENT FUND	50,000	275,250	-	275,150	99.96	100
218 AFFORDABLE HOUSING FUND	1,840,146	1,196,101	90,660	701,769	58.67	494,332
234 HCDF MICH GRANT FUND	859,000	880,000	-	835,077	94.90	44,923
245 PUBLIC IMPROVEMENT FUND	2,011,884	2,085,282	823,223	2,075,614	99.54	9,668
246 CORTLAND ST REDEVELOPMENT PROJECTS FUND	293,503	322,023	-	31,744	9.86	290,279
249 BUILDING DEPARTMENT FUND	670,257	683,155	64,014	658,727	96.42	24,428
251 HOUSING CODE ENFORCEMENT FUND	1,571,885	1,382,717	72,041	863,466	62.45	519,251
252 BUILDING DEMOLITIONS FUND	3,170,210	2,705,991	720,482	2,375,002	87.77	330,989
265 DRUG LAW ENFORCEMENT FUND	36,494	34,955	3,456	24,036	68.76	10,919
273 PROJECT SAFE NEIGHBORHOOD FUND	126,680	136,605	13,206	83,562	61.17	53,043
275 BYRNE/JAG PROGRAMS FUND	-	40,156	-	30,404	75.71	9,752
279 AMERICAN RESCUE PLAN ACT FUND	5,000	-	-	-	-	-
280 HOUSING STABILITY FUND	595,000	690,000	-	9,456	1.37	680,544
285 BROWNFIELD ASSESSMENT GRANT FUND	30,000	93,271	-	93,271	100.00	-
295 SPECIAL ASSESSMENT RELIEF	-	300,000	-	-	-	300,000
296 RECREATION ACTIVITY FUND	528,763	956,163	39,260	535,666	56.02	420,497
297 RECREATION MILLAGE FUND	1,111,131	988,061	223,172	873,902	88.45	114,159
SPECIAL REVENUE FUNDS TOTAL	**38,319,142**	**41,675,865**	**4,063,968**	**29,446,432**	**70.66**	**12,229,433**
DEBT SERVICE FUNDS						
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,713	223,713	-	223,712	100.00	1
352 2017 MTF BONDS DEBT SERVICE FUND	761,341	761,341	-	761,341	100.00	-
353 2024 MTF BONDS DEBT SERVICE FUND	473,000	473,000	-	473,000	100.00	-
367 2021 CITY HALL REFUNDING DEBT SERVICE FUND	786,355	786,355	-	786,355	100.00	-
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	-	1,201,000	85.47	204,250
388 2018 CAPITAL IMP BOND DEBT SERVICE FUND	-	8,456,049	-	8,455,549	99.99	500
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,823,416	1,823,416	-	1,823,416	100.00	-
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	-	38,592	100.00	1
394 2001 DDA TIF DEBT SERVICE FUND	3,190,825	3,190,825	-	3,190,825	100.00	-
395 2019 DDA TIF REFUNDING DEBT SERVICE FUND	205,949	205,949	-	205,949	100.00	-
DEBT SERVICE FUNDS TOTAL	**9,055,074**	**17,511,123**	**-**	**17,306,370**	**98.83**	**204,753**
CAPITAL PROJECTS FUNDS						
401 CAPITAL PROJECTS FUND	1,700,000	1,913,300	581,956	1,600,753	83.66	312,547
402 WATER EQUIPMENT & REPLACEMENT FUND	19,641,466	16,863,751	2,930,381	15,337,739	90.95	1,526,012
403 LEAD SERVICE LINE REPLACEMENT FUND	1,372,110	1,897,080	246,103	1,410,259	74.34	486,821
404 DPS SANITARY SEWER MAINTENANCE FUND	462,407	420,329	38,414	394,557	93.87	25,772
405 SANITARY SEWER REPLACEMENT FUND	5,909,958	4,418,564	1,742,792	3,145,954	71.20	1,272,610
406 WASTEWATER EQUIPMENT REPLACEMENT FUND	687,653	658,683	40,016	512,878	77.86	145,805
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION FUND	-	833,162	-	833,162	100.00	-
409 2023 WATER SYSTEM PROJECT CONSTRUCTION FUND	7,071,428	9,561,145	1,638,662	8,630,927	90.27	930,218
410 2024 WATER SYSTEM PROJECT CONSTRUCTION FUND	2,545,763	3,308,572	11,470	1,705,270	51.54	1,603,302
418 2026 WATER SYSTEM PROJECT CONSTRUCTION FUND	-	126,865	50,123	78,291	61.71	48,574
426 2024 MICHIGAN TRANSPORTATION BONDS CONST FUND	1,179,518	2,078,992	-	-	-	2,078,992
427 2026 CAPITAL IMPROVEMENT BOND CONSTRUCTION FUND	-	2,142,541	25,636	295,430	13.79	1,847,111
488 MLK CORRIDOR IMP. AUTHORITY FUND	1,735,250	2,113,000	39,517	1,451,767	68.71	661,233
489 BROWNFIELD REDEVELOPMENT FUND	2,339,154	2,912,227	1,087	2,704,490	92.87	207,737
494 DDA PROJECT FUND	3,396,774	3,396,774	-	3,396,774	100.00	-
CAPITAL PROJECTS FUNDS TOTAL	**48,041,481**	**52,644,985**	**7,346,157**	**41,498,251**	**78.83**	**11,146,734**

	25-26 Original Budget	25-26 Amended Budget	Activity For 6/30/2026	YTD Balance 6/30/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
ENTERPRISE FUNDS						
514 AUTO PARKING SYSTEM FUND	280,491	256,060	-	92,071	35.96	163,989
518 PARKING ASSESSMENT FUND	452,046	433,073	128,620	409,320	94.52	23,753
519 COOPER/FRANCIS PARKING DECKS FUND	294,502	297,674	168	48,835	16.41	248,839
590 SEWER FUND	12,240,694	11,260,140	133,515	9,319,476	82.77	1,940,664
591 WATER FUND	38,993,869	33,642,077	2,968,016	27,998,895	83.23	5,643,182
ENTERPRISE FUNDS TOTAL	**52,261,602**	**45,889,024**	**3,230,319**	**37,868,597**	**82.52**	**8,020,427**
INTERNAL SERVICE FUNDS						
641 PUBLIC ADMINISTRATION FUND	902,686	902,984	209,431	887,499	98.29	15,485
642 ENGINEERING ADMINISTRATION FUND	328,348	327,706	31,023	296,918	90.60	30,788
643 LOCAL SITE REMEDIATION REVOLVING FUND	20,000	329,196	2,262	5,793	1.76	323,403
661 MOTOR POOL & GARAGE FND	1,867,706	2,272,654	327,869	1,602,646	70.52	670,008
676 WORKERS COMPENSATION FUND	254,889	270,250	(8,865)	240,017	88.81	30,233
677 SELF-INSURED HEALTHCARE FUND	6,449,450	6,404,900	363,477	5,144,019	80.31	1,260,881
INTERNAL SERVICE FUNDS TOTAL	**9,823,079**	**10,507,690**	**925,197**	**8,176,892**	**77.82**	**2,330,798**
CUSTODIAL FUND						
703 COUNTY & SCHOOL TAX FUND	**34,150,000**	**34,010,400**	**20,989**	**20,989**	**0.06**	**33,989,411**
PENSION TRUST FUNDS						
731 EMPLOYEES RETIREMENT FUND	4,300,000	4,300,000	-	4,404,044	102.42	(104,044)
732 POLICE & FIRE PENSION FUND	421,000	421,000	25,854	370,091	87.91	50,909
734 POLICE & FIRE ACT 345 PENSION FUND	6,210,000	6,210,000	508,944	5,628,816	90.64	581,184
736 PUBLIC EMPLOYEE HEALTHCARE FUND	33,000	33,000	3,737	21,147	64.08	11,853
PENSION TRUST FUNDS TOTAL	**10,964,000**	**10,964,000**	**538,535**	**10,424,098**	**95.08**	**539,902**
SPECIAL ASSESSMENTS FUNDS						
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE FUND	161,788	161,788	-	161,788	100.00	-
895 SPECIAL ASSESSMENT FUND	270,588	900,858	-	975,248	108.26	(74,390)
SPECIAL ASSESSMENTS FUNDS TOTAL	**432,376**	**1,062,646**	**-**	**1,137,036**	**107.00**	**(74,390)**

REVENUE SUMMARY

	25-26 Original Budget	25-26 Amended Budget	Activity For 6/30/2026	YTD Balance 6/30/2026	% Bdgt Used
FUND TYPE/FUND NAME					
101 GENERAL FUND					
PROPERTY TAXES	11,853,075	11,804,965	(172,350)	11,833,984	100.25
INCOME TAXES	11,100,000	11,700,000	50,427	12,705,813	108.60
STATE REVENUE SHARING	5,953,956	5,756,723	837,505	5,103,162	88.65
FEDERAL GRANTS	207,860	231,612	-	155,579	67.17
STATE GRANTS	191,000	3,215,215	-	960,741	29.88
CHARGES FOR GOODS AND SERVICES	1,447,377	1,624,231	218,074	1,463,760	90.12
FINES AND FORFEITS	384,920	288,263	(49,310)	157,614	54.68
INVESTMENT INCOME	660,000	565,000	47,106	644,467	114.06
MISCELLANEOUS	283,192	419,033	23,603	388,013	92.60
CONTRIBUTIONS FROM OTHER FUNDS	533,327	1,263,153	23,342	90,143	7.14
LICENSES AND PERMITS	342,015	273,510	3,652	236,065	86.31
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	6,000	12,246	97.97
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,000	42,355	10,089	41,544	98.09
GENERAL FUND TOTAL	**32,999,222**	**37,196,560**	**998,138**	**33,793,131**	**90.85**
CONSOLIDATED WITH GENERAL FUND					
102 BUDGET STABILIZATION	**50,000**	**60,000**	**6,092**	**56,942**	**94.90**
ALL OTHER FUNDS					
PERMANENT FUNDS					
151 CEMETERY PERPETUAL MAINTENANCE	45,000	110,800	89,822	109,691	99.00
155 ELLA W. SHARP ENDOWMENT	32,500	39,315	-	-	-
160 LLOYD E. MOUNT ENDOWMENT	5,100	10,010	-	-	-
PERMANENT FUNDS TOTAL	**82,600**	**160,125**	**89,822**	**109,691**	**68.50**
SPECIAL REVENUE FUNDS					
202 MAJOR STREET	21,413,990	24,771,365	1,806,839	16,175,049	65.30
203 LOCAL STREET	1,224,732	2,017,855	1,434,067	2,717,884	134.69
208 ELLA W. SHARP PARK OPERATING	1,205,450	1,326,930	245,357	911,035	68.66
213 OPIOID SETTLEMENT	-	81,689	5,094	82,079	100.48
218 AFFORDABLE HOUSING	1,840,146	1,162,155	-	457,814	39.39
234 HCDF MICH GRANT	859,000	880,000	-	864,007	98.18
245 PUBLIC IMPROVEMENT	1,548,167	1,574,090	5,689	1,579,595	100.35
246 CORTLAND ST REDEVELOPMENT PROJECTS	2,500	24,061	1,038	29,937	124.42
249 BUILDING DEPARTMENT	538,500	614,964	119,474	826,277	134.36
251 HOUSING CODE ENFORCEMENT	1,231,000	1,260,275	89,370	1,008,080	79.99
252 BUILDING DEMOLITIONS	3,172,500	2,724,642	-	400,616	14.70
265 DRUG LAW ENFORCEMENT	50,000	25,000	3,170	18,976	75.90
273 PROJECT SAFE NEIGHBORHOOD	126,680	136,605	-	66,032	48.34
275 BYRNE/JAG PROGRAMS	-	40,156	-	30,404	75.71
279 AMERICAN RESCUE PLAN ACT	5,000	-	-	-	-
280 HOUSING STABILITY	595,000	690,000	-	(24,859)	(3.60)
285 BROWNFIELD ASSESSMENT GRANT	30,000	93,271	-	93,271	100.00
295 SPECIAL ASSESSMENT RELIEF	-	510,000	40,888	267,971	52.54
296 RECREATION ACTIVITY	521,500	816,500	80,370	462,528	56.65
297 RECREATION MILLAGE	1,220,000	1,220,000	416,944	1,231,500	100.94
SPECIAL REVENUE FUNDS TOTAL	**35,584,165**	**39,969,558**	**4,248,300**	**27,198,196**	**68.05**
DEBT SERVICE FUNDS					
308 2020 CAPITAL IMP BONDS DEBT SERVICE	223,713	223,713	-	223,712	100.00
309 2026 CAPITAL IMP BONDS DEBT SERVICE	-	-	-	-	-
352 2017 MTF BONDS DEBT SERVICE	761,341	761,341	-	761,341	100.00
353 2024 MTF BONDS DEBT SERVICE	473,000	473,001	-	473,000	100.00
367 2021 CITY HALL REING DEBT SERVICE	588,000	648,500	2,728	654,315	100.90
385 2016 CAPITAL IMP BOND DEBT SERVICE	146,632	146,632	-	146,631	100.00
386 2018 CAPITAL IMP BOND DEBT SERVICE	1,405,250	1,405,250	-	1,201,000	85.47
388 2026 REING BONDS DEBT SERVICE	-	8,456,049	-	8,242,882	97.48
389 2017 BRA TIF REFUNDING DEBT SERVICE	1,823,416	1,823,416	-	1,823,416	100.00
391 2021 BRA TIF REFUNDING DEBT SERVICE	38,593	38,593	-	38,592	100.00
394 2001 DDA TIF DEBT SERVICE	3,190,825	3,190,825	-	3,190,825	100.00
395 2019 DDA TIF REFUNDING DEBT SERVICE	205,949	205,949	-	205,949	100.00
DEBT SERVICE FUNDS TOTAL	**8,856,719**	**17,373,269**	**2,728**	**16,961,663**	**97.63**

	25-26 Original Budget	25-26 Amended Budget	Activity For 6/30/2026	YTD Balance 6/30/2026	% Bdgt Used
CAPITAL PROJECT FUNDS					
401 CAPITAL PROJECTS	1,679,020	1,530,500	-	876,683	57.28
402 WATER EQUIPMENT & REPLACEMENT	15,162,458	12,261,876	23,213	12,042,820	98.21
403 LEAD SERVICE LINE REPLACEMENT	2,603,111	1,760,262	15,104	1,417,278	80.52
404 DPS SANITARY SEWER MAINTENANCE	462,407	420,329	0	356,159	84.73
405 SANITARY SEWER REPLACEMENT	3,844,715	2,308,541	17,420	2,833,432	122.74
406 WASTEWATER EQUIPMENT REPLACEMENT	473,392	672,672	9,310	478,565	71.14
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION	-	833,162	(416,577)	834,492	100.16
409 2023 WATER SYSTEM PROJECT CONSTRUCTION	7,071,428	9,561,145	2,089,323	6,992,265	73.13
410 2024 WATER SYSTEM PROJECT CONSTRUCTION	2,545,763	3,308,572	16,319	1,693,800	51.19
418 2026 WATER SYSTEM PROJECT CONSTRUCTION	-	126,865	62,811	62,811	49.51
426 2024 MICHIGAN TRANSPORT BONDS CONSTRUCTION	25,000	25,000	7,807	72,960	291.84
427 2026 CAPITAL IMPROVEMENTS BOND CONSTRUCTION	-	19,000,000	71,032	19,652,281	103.43
488 MLK CORRIDOR IMPROVEMENT AUTHORITY	1,735,250	2,125,941	42,441	984,630	46.32
489 BROWNFIELD REDEVELOPMENT	1,783,770	2,355,236	1,742,171	1,813,688	77.01
494 DDA PROJECT	2,225,100	2,355,838	2,008,779	2,331,769	98.98
CAPITAL PROJECT FUNDS TOTAL	**39,611,414**	**58,645,939**	**5,689,153**	**52,443,633**	**89.42**
ENTERPRISE FUNDS					
514 AUTO PARKING SYSTEM	134,800	111,550	108,204	113,522	101.77
518 PARKING ASSESSMENT	515,825	536,273	1,622	543,570	101.36
519 COOPER/FRANCIS PARKING DECKS	15,000	15,000	2,058	23,210	154.73
590 SEWER	9,219,873	10,019,856	951,189	8,156,997	81.41
591 WATER	30,812,898	33,310,802	3,438,455	26,474,232	79.48
ENTERPRISE FUNDS TOTAL	**40,698,396**	**43,993,481**	**4,501,528**	**35,311,531**	**80.27**
INTERNAL SERVICE FUNDS					
641 PUBLIC WORKS ADMINISTRATION	819,086	748,060	86,419	1,007,283	134.65
642 ENGINEERING ADMINISTRATION	449,943	394,881	28,153	314,799	79.72
643 LOCAL SITE REMEDIATION REVOLVING	82,700	75,090	1,227	75,097	100.01
661 MOTOR POOL & GARAGE	1,632,771	2,164,633	217,091	2,453,577	113.35
676 WORKERS COMPENSATION	180,000	213,200	18,356	213,495	100.14
677 SELF-INSURED HEALTHCARE	7,120,000	7,119,000	589,943	7,202,580	101.17
INTERNAL SERVICE FUNDS TOTAL	**10,284,500**	**10,714,864**	**941,189**	**11,266,831**	**105.15**
CUSTODIAL FUNDS					
703 COUNTY & SCHOOL TAX	**34,150,000**	**34,010,400**	**4,735**	**20,989**	**0.06**
PENSION TRUST FUNDS					
731 EMPLOYEES RETIREMENT SYSTEM	6,848,411	6,848,411	-	8,004,716	116.88
732 POLICE & FIRE PENSION	139,437	139,437	23,047	371,834	266.67
734 POLICE & FIRE ACT 345	11,024,140	11,024,140	1,445,482	19,046,579	172.77
736 PUBLIC EMPLOYEE HEALTH CARE	222,500	252,507	437,666	638,316	252.79
PENSION TRUST FUNDS TOTAL	**18,234,488**	**18,264,495**	**1,906,195**	**28,061,445**	**153.64**
SPECIAL ASSESSMENT FUNDS					
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	161,788	161,788	-	161,788	100.00
895 SPECIAL ASSESSMENT	851,136	1,276,450	2,316	408,672	32.02
SPECIAL ASSESSMENT FUNDS TOTAL	**1,012,924**	**1,438,238**	**2,316**	**570,460**	**39.66**

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.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Special Event Application: Grand River Annual Cleanup**

Recommendation:

Approve a request from the Grand River Environmental Action Team to host the Grand River Annual Cleanup on September 12, 2026, in downtown Jackson.

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

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: August 18, 2026

RECOMMENDATION: Approve a request from the Grand River Environmental Action Team to host the Grand River Annual Cleanup on September 12, 2026, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Grand River Environmental Action Team to host the Grand River Annual Cleanup on September 12, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Grand River Annual Cleanup

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY	
Application Received:	
By: MEvans	Date: 7/16/26
Fee Rec: $75	Date: 7/16/26
Cash:	Check #: 1961
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: Grand River Annual Cleanup

Sponsoring Organization Legal Name : Grand River Environmental Action Team

Street Address : P.O. Box 73, Pleasant Lake, MI 49272-0073

Tax ID# : 38-2986485 Website : www.great-mi.org

Contact Name 1 : Jack L. Ripstra Email: jlripstra@aol.com Phone: 517-740-5680

Contact Name 2 : Cathy Jehnzen Email: cajehnzen@gmail.com Phone: 517-745-3679

Contact Name/Phone# During Event: Jack L. Ripstra / 517-740-5680

✓ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
September 12, 2026	10:00 a.m.	12:00 p.m.	4:00 p.m.	6:00 p.m.

Has this event occurred before? X Yes No If yes, how many previous years? 35

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

✓ Type of Event Please check all that apply

Festival March/Parade Walk/Run* X Other Cleanup of the Grand River

***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

Cleanup of the Grand River and banks from downtown Jackson downstream to Stonegate Farms Subdivision.

✓ 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 R.A. Greene 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:

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? 1

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

Placement: Where will restrooms be located? **Please include locations on the map* At the Southeast corner of the Bride over the

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? In a 10 Yard Roll Off Container

Service Provider: Who is responsible for waste removal (name/contact)? Emmons Service, Inc. Darby Rowley

Reciprocals: How many bins will be provided? *Please include locations on the map* 1
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? Board Members from the Grand River Environmental Action Team

Additional notes:

✓ Other City Resource Requests *Include all extra resources on map

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

If yes, what?

Will you have food trucks? Yes X No If yes, how many food trucks do you anticipate?
Please add food truck names and locations on the map.
Using generators? Yes X No Do you need to rent power boxes for the food trucks? *$25 per box rental cost (adapters included)* Yes X No If yes, how many?

Will you have Vendors/ Other food on site? Yes X No If yes, how many?
Using generators? Yes X No Do you need to rent power boxes? *$25 per box rental cost (adapters included)* Yes X No If yes, how many?

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes X No If yes, what?
Using generators? Yes X No Do you need to rent power boxes? *$25 per box rental cost (adapters included)* Yes X No If yes, how many?

Other electrical power needed? Yes X No If yes, what?
Wattage needed: Number of plug-ins needed:

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

Fireworks: Do you plan to do fireworks? Yes X 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 X No If yes, please explain:

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

Cannabis Consumption Area: Yes X 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)	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

✓ Event Map *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	X Trash Receptacle locations	Requested electrical location	
Assembly locations	X 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:

I am requesting a waiver of the $50.00 late fee. I have been home sick with Acute Bronchitis and Cyclosporiasis, and was not able to get the application put together. The majority of the garbage we remove is generated within the City Limits of Jackson.

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: Jack S Kyle Date: July 14, 2026

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

michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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

Name and Address of Participant:
City of Jackson

161 W. Michigan Ave.
Jackson, MI 49201

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
PO Box 30132
Lansing, MI 48909

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001244941	7/1/2027	$5,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Grand River Environmental Action Team; Paddle the Grand, River Clean Up.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Grand River Environmental Action Team
P.O. Box 244
Rives Junction, MI 49277-0244

Date Issued: 5/27/2026
By: James Newman
Authorized Representative

MML-1(11/99)

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Special Event Application: Jackson High Homecoming 2026**

Recommendation:

Approve a request from Jackson High school to host the Jackson High Homecoming on October 9, 2026, in Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson High Homecoming 2026.

I recommend approval of the Special Event Application for the Jackson High Homecoming 2026. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: August 18, 2026

RECOMMENDATION: Approve a request from Jackson High school to host the Jackson High Homecoming on October 9, 2026, in Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$450.00
Public Works	X		$3,500.00
		TOTAL	$3,950.00

DESCRIBE THE CONSEQUENCES

Conditions and Considerations: Requested street closures, police presence

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jackson High school to host the Jackson High Homecoming on October 9, 2026, in Jackson.

ATTACHMENTS

1. SEA-Jackson High Homecoming 2026

JACKSON Founded 1829

JACKSON DDA Downtown Development Authority

OFFICE USE ONLY Application Received:	
By: M. Evans	Date: 7/9/26
Fee Rec: $225	Date: 7/9/26
Cash:	Check #: 081756
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: Jackson High Homecoming 2026

Sponsoring Organization Legal Name : Jackson High School

Street Address : 544 Wildwood Ave

Tax ID# : Website :

Contact Name 1 : Machelle Shelton Email: machelle.shelton@jpsk12.org Phone: 517-841-3702

Contact Name 2 : Monica Pierce Email: monica.pierce@jpsk12.org Phone: 517-841-3701

Contact Name/Phone# During Event: Machelle Shelton 517-936-1703

✓ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
October 9, 2026				

Has this event occurred before? X Yes No If yes, how many previous years? 50+

What is the expected attendance? 300 Do you expect to do this event next year? X Yes No

✓ Type of Event Please check all that apply

Festival X March/Parade Walk/Run* Other

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

Jackson High School's 2026 Homecoming Parade will take place on October 9, 2026 from Walmart to Jackson High School (please see enclosed map for route). Parade leaves at Walmart parking lot at 6 PM.

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 Start at Walmart (back parking lot) and ends at Jackson High School

✓ 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:	N. Brown St	Cross Street 1:		Cross Street 2:			
Closure Start Date:	10/9/26	Time:	5:50 PM	Closure Start Date:		Time:	
Street Name:	Daniel St	Cross Street 1:		Cross Street 2:			
Closure Start Date:	10/9/26	Time:	5:50 PM	Closure Start Date:		Time:	
Street Name:	Wildwood Ave	Cross Street 1:	Wisner	Cross Street 2:	West AVe		
Closure Start Date:	10/9/26	Time:	5:50 PM	Closure Start Date:		Time:	
Street Name:		Cross Street 1:		Cross Street 2:			
Closure Start Date:		Time:		Closure Start Date:		Time:	
Street Name:		Cross Street 1:		Cross Street 2:			
Closure Start Date:		Time:		Closure Start Date:		Time:	
Street Name:		Cross Street 1:		Cross Street 2			
Closure Start Date:		Time:		Closure Start Date:		Time:	

Bathroom Plan Please include bathroom locations on the map

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

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:

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks? Yes No If yes, how many food trucks do you anticipate?
Please add food truck names and locations on the map.
Using generators? Yes No Do you need to rent power boxes for the food trucks? Yes No If yes, how many?
$25 per box rental cost (adapters included)

Will you have Vendors/ Other food on site? Yes No If yes, how many?
Using generators? Yes No Do you need to rent power boxes for the food trucks? 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 for the food trucks? 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? X Yes No If yes, please explain: Blocking the streets and leading the parade

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)	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

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

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

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

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

****Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these***

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.

Monica Pierce 7/8/2024

Start:
Behind
Walmart
End:
Over by
the Glick
JHS HoCo Parade
Route
Walmart
Supercenter
WILLIAMSON ST
W MICHIGAN AVE
N THOMPSON ST
N DURAND ST
N WISNER ST
N BOWEN ST
N WEBSTER ST
N GRINNELL ST
N WEST AVE
CARR ST
EDWARD ST
A ST
LYDIA ST
STEWARD AVE
50
127
Wildwood
Barber Shop
Parked Car
Jackson
High Schoo

CERTIFICATE OF COVERAGE

PRODUCER

SET SEG
1520 Earl Avenue
East Lansing, MI 48823

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

COMPANIES AFFORDING COVERAGE

MEMBER

Jackson Public Schools
522 Wildwood Ave |
Jackson, MI 49201

A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC-38170-2027-01	10/9/2026	10/9/2026	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 $3,000,000 $1,000,000 $3,000,000
A	**EXCESS LIABILITY** [X] General Liability [X] Automobile Liability [X] Garage Liability	PC-38170-2027-01	10/9/2026	10/9/2026	OCCURRENCE ANNUAL AGGREGATE	$10,000,000 $10,000,000

DESCRIPTION The City of Jackson/Downtown Development Agency is added as additional insured under Jackson Public Schools general liability coverage limited to the activities performed by or on behalf of Jackson Public Schools as it represents the districts use of facilities for the The Jackson High School Homecoming Parade will be held October 9, 2026.

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

7/1/2026

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Special Event Application: Public Rosary**

Recommendation:

Approve a request from the Queen of the Miraculous Medal Catholic Church to host the Public Rosary on October 11, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Public Rosary.

I recommend approval of the Special Event Application for the Public Rosary. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: August 18, 2026

RECOMMENDATION: Approve a request from the Queen of the Miraculous Medal Catholic Church to host the Public Rosary on October 11, 2026, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Horace Blackman Park, power

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 Queen of the Miraculous Medal Catholic Church to host the Public Rosary on October 11, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Public Rosary

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY	
Application Received:	
By: MEvans	Date: 7/16/26
Fee Rec: $75	Date: 7/16/26
Cash:	Check #: 3310
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: PUBLIC ROSARY

Sponsoring Organization Legal Name : QUEEN OF THE MIRACULOUS MEDAL CATHOLIC CHURCH

Street Address : 606 S. WISNER STREET

Tax ID# : 38-1358402 Website : QUEENCHURCH.COM

Contact Name 1 : Fr. Timothy MacDonald Email: frtim@queenschurch.com Phone: 5177832748

Contact Name 2 : Suzzanne Sinkovitz Email: ssinkovitz@queenschurch.com Phone: 5177832748

Contact Name/Phone# During Event: Fr. Timothy MacDonald - 517-888-3502

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
October 11, 2026	12:30pm	2:00pm	3:00pm	3:00pm

Has this event occurred before? X Yes No If yes, how many previous years? 20

What is the expected attendance? 100-150 Do you expect to do this event next year? X Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other Public Rosary

***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

Prayer service lasting 1 hour

Event Location Please include the location on the map

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

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2

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

Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

If yes, what?

Will you have food trucks? Yes X 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 X 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 X 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 X No If yes, what?

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? Yes X 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? X Yes No If yes, please explain:

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

Cannabis Consumption Area: Yes X 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)	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority" as additional insured
Liquor Liability Insurance (if needed)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
Cannabis Liability Insurance (if needed)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
XCU Fireworks Liability Insurance (if needed; required for all fireworks displays)	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

☐ Event Map *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.
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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.
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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: Timothy Engelkemeyer Date: 7/9/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2026

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

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

PRODUCER	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	PHONE (A/C, No, Ext): 616-233-0910	FAX (A/C, No): 616-233-0923
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michigan Catholic Conference QUEEN OF MIRACULOUS MEDAL, JACKSON 5054 510 S. Capitol Ave. Lansing MI 48933	INSURER A : Safety National Casualty Corporation	15105
	INSURER B : National Catholic RRG , Inc	10083
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1679953371 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Add'l Ins Form GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			XS-076-2026-1	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 10,000,000 $ See Description $ 1,000,000 $ 10,000,000 $ 10,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			XS-076-2026-1	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 10,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4066507	7/1/2025	7/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Misc Professional Liability Dir & Off/Counselors E&O Claims Made Retro Date			XS-076-2026-1	7/1/2026	7/1/2027	Occ/Claims Made Aggregate 7/1/1985	$10,000,000 $10,000,000

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

LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION
The following are additional insureds regarding General Liability per the Additional Insured Endorsement.
Med Pay is included in Retention

CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY FOR PUBLIC ROSARY ON OCTOBER 11TH 2026

CERTIFICATE HOLDER

City Of Jackson, Jackson Downtown Development Authority
161 W Michigan Ave.
Jackson MI 49201
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC.	**ENDORSEMENT** No. 16 TO POLICY NO. XS-076-2026-1 EFFECTIVE DATE 7/1/2026
Participant: Michigan Catholic Conference, Inc.	☐ ADDITIONAL PREMIUM N/A ☐ RETURN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT AND WAIVER OF SUBROGATION

The definition of **Additional Insured (**Paragraph A Section IV DEFINITIONS**)** is revised to:

Additional Insureds are persons or organizations for whom an **insured** has agreed in writing, prior to any loss or an event for which coverage is sought, to provide insurance protection provided by this insurance.

Coverage provided by this insurance for such **additional insured** only applies to **bodily injury, property damage** or **personal injury** caused, in whole or in part, by:

A. an **insured's** errors or omissions; or

B. a person or organization's errors or omissions while acting on an **insured's** behalf

and only if such **additional insured** is also liable, in whole or in part, for such errors and omissions.

For all **additional insureds**, the insurance provided by this policy shall not exceed the amount agreed in writing between the **insured** and such **additional insured**, or the applicable **company limit** of this policy, whichever is less, and shall apply only after the **participant's retained limit** is exceeded by **loss** covered under this policy.

Coverage provided to such **additional insured** will only be provided to the extent permitted by law and will not be broader than that which is required by the written contract.

If required by written agreement, the Company will waive any legal right of recovery they may have against an **additional insured** because of payments the Company makes that arise out of the liability an **insured** is legally obligated to pay for **bodily injury**, **personal injury** and/or **property damage** that arise out of a written contract between an **insured** and such **additional insured**.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Special Event Application: Jackson High Pathways Community Outreach**

Recommendation:

Approve a request from the Curated Table Hospitality Group to host the Jackson High Pathways Community Outreach on September 5, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson High Pathways Community Outreach.

I recommend approval of the Special Event Application for the Jackson High Pathways Community Outreach. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: August 18, 2026

RECOMMENDATION: Approve a request from the Curated Table Hospitality Group to host the Jackson High Pathways Community Outreach on September 5, 2026, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions and Considerations: Closure of Hayes Court, Horace Blackman Park, Bucky Harris Bathroom Usage

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 Curated Table Hospitality Group to host the Jackson High Pathways Community Outreach on September 5, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Jackson High Pathways Community Outreach

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY
Application Received:
By: MEvans Date: 7/23/26
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: Jackson High Pathways Community outreach

Sponsoring Organization Legal Name : The Curated Table Hospitality Group

Street Address : 504 Royal Dr Jackson MI

Tax ID# : Website :

Contact Name 1 : Jennifer Flas Email: f.lasfantasticfood@gmail Phone: 517-962-1652

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:
9/5/26	2pm	4pm	8pm	8:15pm

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

What is the expected attendance? 1500 people 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 Food truck RALLY

***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

We will need a space to raise money and collect donations for Jackson High Pathway Closet

Event Location Please include the location on the map

Horace Blackman Park | Bucky Harris Park | MLK Equality Trail

TRUE City Square Stage | Grand River Farmers Market Pavilion | Ella Sharp Park **requires Ella Sharp Board approval*

Other Location

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2:

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

Street Name: | Cross Street 1: | Cross Street 2:

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

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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? JENNIFER FILAS

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? Yes X 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?
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Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)? Yes No If yes, what?

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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? 5 15 foot Mobile Stage 25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

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☐ 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	
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Special Event Application

Certification and Signature

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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: [signature] Date: 7/23/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2026

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc / 10200
INSURED F'ing Fantastic Food LLC 504 Royal Dr Jackson, MI 49202	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		P103.874.658.2	05/27/2026	05/27/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 300,000 $ 100,000 $ 5,000 $ 300,000 $ 300,000 $ 300,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

September 5th 2026

CERTIFICATE HOLDER

The City of Jackson and DDA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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X = TRASH CANS AND THERE WILL BE 10 Total

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Receive the Engineer's Report for street resurfacing on Page Avenue from Elm Avenue to the east City Limits**

RECOMMENDATION:

Receive the Engineer's Report for street resurfacing on Page Avenue from Elm Avenue to the east City Limits and establish September 22, 2026, at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Troy R. White, City Engineer regarding street resurfacing on Page Ave.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E., City Engineer

DATE: August 18, 2026

RECOMMENDATION: Receive the Engineer's Report for street resurfacing on Page Avenue from Elm Avenue to the east City Limits and establish September 22, 2026, at the City Council meeting as the time and place to hold a public hearing of necessity.

ISSUE STATEMENT

The City of Jackson has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant that will fund, in part, the pavement milling and resurfacing on Page Avenue from Elm Avenue to the east City Limits. The City of Jackson must provide matching funds for the project to proceed. The primary sources of those matching funds will be assessments to adjacent parcels along Page Avenue and Major Street Funds.

This report is prepared for City Council per Section 22-2 of the Code of Ordinances and the Assessment Policy. This Engineer's Report is the initial step of the process to determine whether adjacent properties will be assessed to fund the street construction project. The next step will be to hold a public hearing of necessity for City Council to determine if street resurfacing on Page Avenue is necessary. Engineering requests that City Council receive this Engineer's Report and establish the City Council meeting on September 22, 2026 as the time and place for that public hearing of necessity.

DESCRIBE THE CONSEQUENCES

The establishment of the public hearing of necessity is imperative to determine if the project to mill and resurface Page Avenue is to proceed. Estimated project costs and funding is as follows:

Federal RAISE Grant Funds	$ 644,087
+ Street Construction Assessments	$ 217,699
= Total Project Cost	$ 861,786

- There are 38 parcels within the project zone - twelve (12) residential + twenty-six (26) non-residential.
- Estimated assessments for residential properties range from $160 to $190 per year for ten (10) years.
- Estimated assessments for non-residential properties range from $ 395 to $2,570 per year for ten (10) years.
- The assessments vary based primarily on parcel size, land use and value.

Failure to establish the hearing of necessity means the project will stall and the federal RAISE grant funds will not be utilized.

OWNERSHIP

Records show that Page Avenue has been used since prior to 1850. It was last reconstructed with new curb and gutter in 1995. PASER ratings show that the condition of the pavement has been rated as fair to poor. There are cracks and the beginning signs of raveling. The attached photos show current street conditions.

The proposed project has been developed to include:

- removal of the pavement surface with a mill
- resurfacing with new hot mix asphalt
- ramp upgrades to comply with current ADA standards
- sidewalk repairs to remove broken and hazardous sections

The Page Avenue project will be one part of a larger RAISE grant funded contract package that will include:

- repaving on Elm from Washington to Page
- traffic signal replacement at the intersection of Elm and Page
- street reconstruction on East Washington from Cooper to the Elm

SOLUTION

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

If the project proceeds to bidding, factors beyond parcel size will be examined in detail and actual assessments for each lot will be determined on an individual basis in accordance with the City's Assessment policy and will be based on as-bid contract prices.

FACILITATE IMPLEMENTATION

Receive the Engineer's Report for street resurfacing on Page Avenue from Elm Avenue to the east City Limits and establish September 22, 2026, at the City Council meeting as the time and place to hold a public hearing of necessity.

TRW/kkm

Photo 1: Page Ave, facing west from Chester Street

Photo 2: Page Ave, facing east from Gorham

Photo 3: Washington Ave, facing east from Russell Street

Photo 4: Washington Ave, facing west from Russell Street

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Receive the Engineer's Report for street reconstruction on East Washington Avenue from Cooper Street to Elm Avenue**

RECOMMENDATION:

Receive the Engineer's Report for street reconstruction on East Washington Avenue from Cooper Street to Elm Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Troy R. White, City Engineer regarding street resurfacing on E Washington Ave.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E., City Engineer

DATE: August 18, 2026

RECOMMENDATION: Receive the Engineer's Report for street reconstruction on East Washington Avenue from Cooper Street to Elm Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

ISSUE STATEMENT

The City of Jackson has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant that will fund, in part, the reconstruction of East Washington Avenue from Cooper Street to Elm Avenue. The City of Jackson must provide matching funds for the project to proceed. The primary sources of those matching funds will be assessments to adjacent parcels along East Washington Avenue and Major Street Funds.

This report is prepared for City Council per Section 22-2 of the Code of Ordinances and the Assessment Policy. This Engineer's Report is the initial step of the process to determine whether adjacent properties will be assessed to fund the street construction project. The next step will be to hold a public hearing of necessity for City Council to determine if street construction on East Washington is necessary. Engineering requests that City Council receive this Engineer's Report and establish the City Council meeting on September 22, 2026 as the time and place for that public hearing of necessity.

DESCRIBE THE CONSEQUENCES

The establishment of the public hearing of necessity is imperative to determine if the project to reconstruct East Washington is to proceed. Estimated project costs and funding is as follows:

Federal RAISE Grant Funds	$ 3,649,825
+ Street Construction Assessments	$ 1,290,407
+ Major Street Funds	$ 12,051
= Total Project Cost	$ 4,952,283

- There are 24 parcels within the project zone - two (2) residential + twenty-two (22) non-residential.
- Estimated assessments for residential properties range from $530 to $770 per year for ten (10) years.
- Estimated assessments for non-residential properties range from $ 935 to $50,900 per year for ten (10) years.
- The assessments vary based primarily on parcel size, land use and value.
- Water mains and portions of sanitary sewer replaced in conjunction with the proposed street construction will be paid for using Water Funds and Sewer Funds.

Failure to establish the hearing of necessity means the project will stall and the federal RAISE grant funds will not be utilized.

OWNERSHIP

East Washington Avenue was originally platted in 1872 and the street was constructed thereafter. Engineering records show most recent construction as follows:

- Cooper to East Ave 1996 full depth pavement replacement with new curb construction
- East Ave to Elm 1979 single course asphalt overlay

PASER ratings show that the condition of the pavement has been rated as poor since 2007. There are cracks and potholes throughout. The attached photos show current street conditions.

The proposed project has been developed to include:

- full depth pavement replacement
- new curb construction
- sidewalk repairs and infill construction
- increased green space with tree plantings

The Washington Avenue project will be one part of a larger RAISE grant funded contract package that will include:

- repaving on Elm from Washington to Page
- traffic signal replacement at the intersection of Elm and Page
- repaving on Page from Elm to the east City Limits

SOLUTION

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

If the project proceeds to bidding, factors beyond parcel size will be examined in detail and actual assessments for each lot will be determined on an individual basis in accordance with the City's Assessment policy and will be based on as-bid contract prices.

FACILITATE IMPLEMENTATION

Receive the Engineer's Report for street reconstruction on East Washington Avenue from Cooper Street to Elm Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

TRW/kkm

Photo 1: Washington Ave, facing west from Hupp Street

Photo 2: Washington Ave, facing east from Park

Photo 3: Washington Ave, facing east from East Ave

Photo 4: Washington Ave, facing west from west of Elm

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Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Receive the Engineer's Report for pavement reconstruction on Elm Avenue from Washington Avenue to Page Avenue**

RECOMMENDATION:

Receive the Engineer's Report for pavement reconstruction on Elm Avenue from Washington Avenue to Page Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Troy R. White, City Engineer regarding street resurfacing on Elm Ave.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E., City Engineer

DATE: August 18, 2025

RECOMMENDATION: Receive the Engineer's Report for pavement reconstruction on Elm Avenue from Washington Avenue to Page Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

ISSUE STATEMENT

The City of Jackson has been awarded a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant that will fund, in part, pavement reconstruction of Elm Avenue from Washington Avenue to Page Avenue. The City of Jackson must provide matching funds for the project to proceed. The primary sources of those matching funds will be assessments to the adjacent parcels along Page Avenue and Major Street Funds.

This report is prepared for City Council per Section 22-2 of the Code of Ordinances and the Assessment Policy. This Engineer's Report is the initial step of the process to determine whether adjacent properties will be assessed to fund the street construction project. The next step will be to hold a public hearing of necessity for City Council to determine if street construction on Elm Avenue is necessary. Engineering requests that City Council receive this Engineer's Report and establish the City Council meeting on September 22, 2026 as the time and place for that public hearing of necessity.

DESCRIBE THE CONSEQUENCES

The establishment of the public hearing of necessity is imperative to determine if the project to reconstruct East Washington is to proceed. Estimated project costs and funding is as follows:

Federal RAISE Grant Funds	$	429,391
+ Street Construction Assessments	$	33,525
+ Major Street Funds	$	165,046
= Total Project Cost	$	617,962

- There are seven (7) non-residential parcels within the project zone.
- Estimated assessments range from $120 to $1,652 per year for ten (10) years.
- The assessments vary based primarily on parcel size and value.

Failure to establish the hearing of necessity means the project will stall and the federal RAISE grant funds will not be utilized.

OWNERSHIP

Elm Avenue was originally platted in 1872 and the street was constructed thereafter. Engineering records show Elm was reconstructed in 1979 and resurfaced in 2003. PASER ratings show that the condition of the pavement has been rated a 4 (poor) since 2018. There are cracks. The attached photos show current street conditions.

The proposed project will remove and replace the full depth of the pavement structure with new aggregate base and three lifts of new hot fix asphalt.

The Elm Avenue project will be one part of a larger RAISE grant funded contract package that will include:

- street reconstruction on East Washington from Cooper to Elm
- traffic signal replacement at the intersection of Elm and Page
- repaving on Page from Elm to the east City Limits

SOLUTION

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

If the project proceeds to bidding, factors beyond parcel size will be examined in detail and actual assessments for each lot will be determined on an individual basis in accordance with the City's Assessment policy and will be based on as-bid contract prices.

FACILITATE IMPLEMENTATION

Receive the Engineer's Report for pavement reconstruction on Elm Avenue from Washington Avenue to Page Avenue and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

TRW/kmm

Photo 1: Elm Ave, facing north from Washington

Photo 2: Elm Ave, facing south from slip ramp

Photo 3: Elm Ave, facing north from slip ramp

Photo 4: Elm Ave, facing south from Page

CITY OF JACKSON
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Phone: (517) 788-4035 • Facsimile: (517) 768-5820

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Receive the Engineer's Report for street reconstruction on Morell Street from Brown Street to Bowen Street**

RECOMMENDATION:

Receive the Engineer's Report for street reconstruction on Morell Street from Brown Street to Bowen Street and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

Attached is a report from Troy R. White, City Engineer.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E., City Engineer

DATE: August 18, 2025

RECOMMENDATION: Receive the Engineer's Report for street reconstruction on Morell Street from Brown Street to Bowen Street and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

ISSUE STATEMENT

The City of Jackson has received a federal Surface Transportation Program (STP) grant in the amount of $879,200 to fund up to 80% of the cost for street reconstruction on Morrell Street from Brown Street to Bowen Street. The City of Jackson must provide matching funds for the project to proceed. The primary sources of those matching funds will be assessments to adjacent parcels along Morell Street and Major Street Funds.

This report is prepared for City Council per Section 22-2 of the Code of Ordinances and the Assessment Policy. This Engineer's Report is the initial step of the process to determine whether adjacent properties will be assessed to fund the street construction project. The next step will be to hold a public hearing of necessity for City Council to determine if street construction on Morrell St is necessary. Engineering requests that City Council receive this Engineer's Report and establish the City Council meeting on September 22, 2026 as the time and place for that public hearing of necessity.

DESCRIBE THE CONSEQUENCES

The establishment of the public hearing of necessity is imperative to determine if the project to reconstruct Morrell Street is to proceed. Estimated project costs and funding is as follows:

	Federal RAISE Grant Funds	$ 879,200.00
+	Street Construction Assessments	$ 279,731.37
+	Major Street Funds	$ 104,918.37
=	Total Project Cost	$ 1,263,850.00

- There are 29 parcels within the project zone - twenty-four (24) residential + five (5) non-residential.
- Estimated assessments for residential properties range from $320 to $630 per year for ten (10) years.
- Estimated assessments for non-residential properties range from $ 1,900 to $5,000 per year for ten (10) years.
- The assessments vary based primarily on parcel size, land use and value.
- Water mains replaced in conjunction with the proposed street construction will be paid for using Water Funds.

Failure to establish the hearing of necessity means the project will stall and the federal STP grant funds will not be utilized.

OWNERSHIP

Morrell Street was originally platted in 1867 and the street was constructed thereafter. From the 1920s thru the 1950s, Morrell Street served as state highway M-60. Engineering records show that Morrell Street was milled and resurfaced in 1984 and again in 2009.

PASER ratings show that the condition of the pavement has been rated as poor since 2021. There are cracks and potholes throughout. The attached photos show current street conditions.

The proposed project has been developed to include:

- removal of the full depth of the existing pavement
- new pavement construction with three layers of hot mix asphalt over a new aggregate base
- ramp upgrades to comply with current ADA standards
- sidewalk repairs to remove broken and hazardous sections

SOLUTION

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will proceed with letting the project and obtaining competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

If the project proceeds to bidding, factors beyond parcel size will be examined in detail and actual assessments for each lot will be determined on an individual basis in accordance with the City's Assessment policy and will be based on as-bid contract prices.

FACILITATE IMPLEMENTATION

Receive the Engineer's Report for street reconstruction on Morell Street from Brown Street to Bowen Street and establish September 22, 2026 at the City Council meeting as the time and place to hold a public hearing of necessity.

TRW/kkm

Photo 1: Morrell Street, facing west from Higby

Photo 2: Morrell Street, facing west from Thompson

Photo 3: Morrell, facing east from Thompson

Photo 4: Morrell Street, facing east from Wisner

Project Name - Morrell, Brown to Bowen
Prepared By - TRW, 04-13-26

Street Classification - P

- P - Principal Arterial
- M - Minor Arterial
- C - Collector
- L - Local
- A - Alley

Construction Type - R

- R - Repaving
- N - New Construction

Project Name : **Morrell, Brown to Bowen** 8/5/2026

Prepared By: TRW, 04-13-26

Street Classification - **Principal Arterial**

Construction Type - **Repaving (Street has been assessed before)**

Item No	Description	Units	Unit Price ($)	Total Quantity	Total Cost ($)
1	Contract Construction Costs	DLR	1.00	1,099,000.00	1,099,000.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
101					0.00
102					0.00
103					0.00
104					0.00

Total Contract Construction Cost	1,099,000.00
Project Engineering (at 15 % of subtotal)	164,850.00
Total Project Cost	1,263,850.00

Project Name : Morrell, Brown to Bowen

TRW, 04-13-26

8/5/2026

Stencil No.	Zoning	Actual Usage	Prop Dev	Corner Reduct Y/N	Frontage (ft)	SEV 2022	Corner Factor	F.F. %	F.F. Rate	Max Assessable Amount	SEV %	SEV Cap Amount	Proposed Assessment
				Street Class - Previously Assessed ?				Assessment Rates					
				Total Frontage (ft) =	2,635.40			100	479.57			Total =	$ 279,731.37
3-0939.1AA0	C2	NR	SUB	N	132.00	$ 338,500.00	1.00	60	287.74	$ 37,981.68	25	$ 84,625.00	$ 37,981.68
3-0941.2000	R1	NR	SUB	N	132.00	$ 127,900.00	1.00	60	287.74	$ 37,981.68	25	$ 31,975.00	$ 31,975.00
3-096100000	R1	R	SUB	Y	132.00	$ 142,500.00	0.67	15	48.20	$ 6,362.40	25	$ 35,625.00	$ 6,362.40
3-096300000	R1	R	SUB	Y	132.00	$ 130,500.00	0.67	15	48.20	$ 6,362.40	25	$ 32,625.00	$ 6,362.40
3-098300000	R1	R	SUB	Y	132.00	$ 83,900.00	0.67	15	48.20	$ 6,362.40	25	$ 20,975.00	$ 6,362.40
3-098500000	R1	R	SUB	Y	132.00	$ 120,000.00	0.67	15	48.20	$ 6,362.40	25	$ 30,000.00	$ 6,362.40
3-100400000	R1	R	SUB	Y	132.00	$ 171,800.00	0.67	15	48.20	$ 6,362.40	25	$ 42,950.00	$ 6,362.40
3-100600000	R1	R	SUB	Y	132.00	$ 84,700.00	0.67	15	48.20	$ 6,362.40	25	$ 21,175.00	$ 6,362.40
3-100800000	R1	NR	SUB	N	264.00	$ 200,000.00	1.00	60	287.74	$ 75,963.36	25	$ 50,000.00	$ 50,000.00
3-114200000	R1	R	SUB	N	59.00	$ 101,200.00	1.00	15	71.94	$ 4,244.46	25	$ 25,300.00	$ 4,244.46
3-114300000	R1	R	SUB	N	66.00	$ 79,500.00	1.00	15	71.94	$ 4,748.04	25	$ 19,875.00	$ 4,748.04
3-116000000	R1	R	SUB	N	66.00	$ 72,300.00	1.00	15	71.94	$ 4,748.04	25	$ 18,075.00	$ 4,748.04
3-116100000	R1	R	SUB	N	66.00	$ 68,900.00	1.00	15	71.94	$ 4,748.04	25	$ 17,225.00	$ 4,748.04
3-116200000	R1	R	SUB	N	66.00	$ 138,700.00	1.00	15	71.94	$ 4,748.04	25	$ 34,675.00	$ 4,748.04
3-116300000	R1	R	SUB	N	66.00	$ 99,600.00	1.00	15	71.94	$ 4,748.04	25	$ 24,900.00	$ 4,748.04
3-117800000	R1	R	SUB	N	66.00	$ 102,300.00	1.00	15	71.94	$ 4,748.04	25	$ 25,575.00	$ 4,748.04
3-117900000	R1	R	SUB	N	66.00	$ 116,300.00	1.00	15	71.94	$ 4,748.04	25	$ 29,075.00	$ 4,748.04
3-118000000	R1	R	SUB	N	66.00	$ 83,200.00	1.00	15	71.94	$ 4,748.04	25	$ 20,800.00	$ 4,748.04
3-118100000	R1	R	SUB	N	66.00	$ 67,500.00	1.00	15	71.94	$ 4,748.04	25	$ 16,875.00	$ 4,748.04
3-1193.A000	R1	R	SUB	Y	132.00	$ 70,200.00	0.67	15	48.20	$ 6,362.40	25	$ 17,550.00	$ 6,362.40
3-1196.A100	R1	NR	SUB	N	73.50	$ 150,500.00	1.00	60	287.74	$ 21,148.89	25	$ 37,625.00	$ 21,148.89
3-1196.A300	R1	NR	SUB	N	66.00	$ 141,000.00	1.00	60	287.74	$ 18,990.84	25	$ 35,250.00	$ 18,990.84
3-119600000	R1	R	SUB	N	66.00	$ 80,200.00	1.00	15	71.94	$ 4,748.04	25	$ 20,050.00	$ 4,748.04
3-119700000	R1	R	SUB	N	66.00	$ 65,300.00	1.00	15	71.94	$ 4,748.04	25	$ 16,325.00	$ 4,748.04
3-125800000	R1	R	SUB	N	44.00	$ 69,300.00	1.00	15	71.94	$ 3,165.36	25	$ 17,325.00	$ 3,165.36
3-126200000	R1	R	SUB	N	44.00	$ 79,100.00	1.00	15	71.94	$ 3,165.36	25	$ 19,775.00	$ 3,165.36
3-126400000	R1	R	SUB	N	78.00	$ 88,300.00	1.00	15	71.94	$ 5,611.32	25	$ 22,075.00	$ 5,611.32
3-126800000	R1	R	SUB	N	44.00	$ 75,500.00	1.00	15	71.94	$ 3,165.36	25	$ 18,875.00	$ 3,165.36
3-127200000	R1	R	SUB	N	48.90	$ 95,000.00	1.00	15	71.94	$ 3,517.86	25	$ 23,750.00	$ 3,517.86

PIN	Zoning	Use	Dev	Corner	Front	P_ASSMBOR2	P_FULLADD	OWNER	O_ADDRESS	O_CITY	O_ZIP
3-0939.1AA0	C2	NR	SUB	N	132.00	$ 338,500.0	1512 W MORRELL ST	PRATER ENTERPRISES L	6119 RIVERVIEW DR	JACKSON	49203-5694
3-0941.2000	R1	NR	SUB	N	132.00	$ 127,900.0	1500 W MORRELL ST	MONK CHRISTOPHER &	814 S HIGBY ST	JACKSON	49203-1527
3-096100000	R1	R	SUB	Y	132.00	$ 142,500.0	812 S DURAND ST	HAMMONTREE DAVID	812 S DURAND ST	JACKSON	49203-1513
3-096300000	R1	R	SUB	Y	132.00	$ 130,500.0	815 S HIGBY ST	ROMAIN RONALD	815 S HIGBY ST	JACKSON	49203-1526
3-098300000	R1	R	SUB	Y	132.00	$ 83,900.0	814 S THOMPSON ST	PAYNE DARIUS	814 S THOMPSON ST	JACKSON	49203-1566
3-098500000	R1	R	SUB	Y	132.00	$ 120,000.0	815 S DURAND ST	DANIELS IAN W & RACI	815 S DURAND ST	JACKSON	49203-1512
3-100400000	R1	R	SUB	Y	132.00	$ 171,800.0	1202 W MORRELL ST	JACKSON DOUGLAS N &	1202 W MORRELL ST	JACKSON	49203-1542
3-100600000	R1	R	SUB	Y	132.00	$ 84,700.0	815 S THOMPSON ST	KLEE GERRY O ET AL	815 S THOMPSON ST	JACKSON	49203-1565
3-100800000	R1	NR	SUB	N	264.00	$ 200,000.0	811 S WISNER ST	QUEEN THE MIRACULC	606 S WISNER ST	JACKSON	49203-1571
3-114200000	R1	R	SUB	N	59.00	$ 101,200.0	904 S WISNER ST	MESICK REV LIV TRUST	904 S WISNER ST	JACKSON	49203-2895
3-114300000	R1	R	SUB	N	66.00	$ 79,500.0	1207 W MORRELL ST	SINGER GARY & TAMM	1207 W MORRELL ST	JACKSON	49203-1541
3-116000000	R1	R	SUB	N	66.00	$ 72,300.0	1211 W MORRELL ST	CRAIG GLORIA D	1211 W MORRELL ST	JACKSON	49203-1541
3-116100000	R1	R	SUB	N	66.00	$ 68,900.0	901 S THOMPSON ST	KING KYLE D & LAURA	901 S THOMPSON ST	JACKSON	49203-2846
3-116200000	R1	R	SUB	N	66.00	$ 138,700.0	900 S THOMPSON ST	SCRIBNER ROGER E & M	900 S THOMPSON ST	JACKSON	49203-2847
3-116300000	R1	R	SUB	N	66.00	$ 99,600.0	1307 W MORRELL ST	HUEBER DUSTIN A & BI	1307 W MORRELL ST	JACKSON	49203-1543
3-117800000	R1	R	SUB	N	66.00	$ 102,300.0	1311 W MORRELL ST	REDWOOD RIDGE LLC	4094 BOULDER PONI	ANN ARBOR	48108
3-117900000	R1	R	SUB	N	66.00	$ 116,300.0	905 S DURAND ST	EDER LINDA M LE	905 S DURAND ST	JACKSON	49203-2842
3-118000000	R1	R	SUB	N	66.00	$ 83,200.0	1401 W MORRELL ST	BENNETT KATHLEEN A	1401 W MORRELL ST	JACKSON	49203-1545
3-118100000	R1	R	SUB	N	66.00	$ 67,500.0	1405 W MORRELL ST	ORI THOMAS L ET AL	1405 W MORRELL ST	JACKSON	49203-1545
3-1193.A000	R1	R	SUB	Y	132.00	$ 70,200.0	900 S HIGBY ST	WILLIAMS DANDRIELLE	900 S HIGBY ST	JACKSON	49203-2899
3-1196.A100	R1	NR	SUB	N	73.50	$ 150,500.0	1515 W MORRELL ST	MORRELL STREET LLC	1840 LEXINGTON ST	JACKSON	49201
3-1196.A300	R1	NR	SUB	N	66.00	$ 141,000.0	1511 W MORRELL ST	MORRELL STREET LLC	1840 LEXINGTON ST	JACKSON	49201
3-119600000	R1	R	SUB	N	66.00	$ 80,200.0	1409 W MORRELL ST	BAKER MICHAEL D SR &	105 D SUNSHINE WA	WINTERVILLE	28590
3-119700000	R1	R	SUB	N	66.00	$ 65,300.0	1415 W MORRELL ST	KOBB FAITH C	1415 W MORRELL ST	JACKSON	49203-1545
3-125800000	R1	R	SUB	N	44.00	$ 69,300.0	1101 W MORRELL ST	RIALS KRISTIN	1101 W MORRELL ST	JACKSON	49203-1539
3-126200000	R1	R	SUB	N	44.00	$ 79,100.0	1103 W MORRELL ST	ALCOCK CHELSEA P	1103 W MORRELL ST	JACKSON	49203-1539
3-126400000	R1	R	SUB	N	78.00	$ 88,300.0	1107 W MORRELL ST	MY WAY HOMES LLC	814 S HIGBY ST	JACKSON	49203-1527
3-126800000	R1	R	SUB	N	44.00	$ 75,500.0	1109 W MORRELL ST	AL-ASFOOR NABIL A	1109 W MORRELL ST	JACKSON	49203-1539
3-127200000	R1	R	SUB	N	48.90	$ 95,000.0	903 S WISNER ST	BROWN ERICKA	903 S WISNER ST	JACKSON	49203-2859

O_STATE	P_TAXMBOR2	R + SUB	OWNER OCCUPI	R + SUB + O O
MI	$ 271,433.00	0	0	0
MI	$ 90,206.00	0	0	0
MI	$ 84,538.00	1	1	1
MI	$ 71,410.00	1	1	1
MI	$ 73,162.00	1	1	1
MI	$ 117,426.00	1	1	1
MI	$ 155,670.00	1	1	1
MI	$ 51,210.00	1	1	1
MI	$ -	0	0	0
MI	$ 73,153.00	1	1	1
MI	$ 45,311.00	1	1	1
MI	$ 46,372.00	1	1	1
MI	$ 39,164.00	1	1	1
MI	$ 66,446.00	1	1	1
MI	$ 73,762.00	1	1	1
MI	$ 58,828.00	1	0	0
MI	$ 66,711.00	1	1	1
MI	$ 46,903.00	1	1	1
MI	$ 43,722.00	1	1	1
MI	$ 70,200.00	1	1	1
MI	$ 149,804.00	0	0	0
MI	$ 141,000.00	0	0	0
NC	$ 45,725.00	1	0	0
MI	$ 40,502.00	1	1	1
MI	$ 52,485.00	1	1	1
MI	$ 61,731.00	1	1	1
MI	$ 66,054.00	1	0	0
MI	$ 64,619.00	1	1	1
MI	$ 85,627.00	1	1	1
				21

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **MLCC Local Government Notification — Full Throttle LLC**

Receive a notification of a liquor license transfer application for Full Throttle, LLC at 751 N. Waterloo St Jackson, MI 49202

Recommendation:

Monday, August 10, 2026

Kurt Parker, Attorney
c/o Full Throttle LLC
kparker@atbplclaw.com

RID # RQ-2606-08328 **Reference/Transaction:** Conditional license; transfer ownership 2026 Class C & SDM license with Sunday Sales Permit (PM), Outdoor Service (1 Area) and Entertainment Permit from Richards Family Enterprises LLC; new Dance Permit; new Sunday Sales Permit (PM) for SDM license - Mixed Spirit Drink

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Full Throttle LLC

Business address and phone number: 751 N Waterloo St, Jackson, MI 49202-3472

Home address and phone number of partner(s)/subordinates:
Katherine Anne Cox – 520 Elm St, Chelsea, MI 48118 – (520) 245-7482

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

If this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Katherine Cox fullthrottleentertainmentllc@gmail.com
Richards Family Enterprises LLC duffysfoodandspirits@gmail.com
Jackson City amuray@cityofjackson.org

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **MLCC Local Government Notification — Aldous Tavern, Inc.**

Receive the MLCC notification of the transfer of stock interest in a liquor license for the establishment located at 1008 Lansing Ave Jackson, MI 49202

Recommendation:

Monday, August 03, 2026

Brenda Rilett, Applicant
c/o Aldous Tavern Inc.
brilett31@gmail.com

RID # RQ-2605-05666 **Reference/Transaction:** transfer stock interest by dropping Bonnie L Aldous; and as a result, new stockholder Brenda Rilett will hold 500 shares and new stockholder Robert Dunham Jr will hold 500 shares

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Aldous Tavern Inc.

Business address and phone number: 1008 Lansing Ave, Jackson, MI 49202-2114 - (517) 789-6050

Home address and phone number of partner(s)/subordinates:
Brenda L. Rilett – 614 Gilletts Lake Rd, Jackson, MI 49201 – (517) 740-8608
Robert L. Dunham, Jr. – 6777 Hawkins Rd, Jackson, MI 49201 – (517) 740-7943

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

If this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Jackson City amuray@cityofjackson.org

Ordinance No. 2026-03

An Ordinance amending Chapter 17 – Nuisances, of the City of Jackson Code of Ordinances, by adding Article X. – Personal Property, Belongings, Furnishings, or Equipment, Sections 17-215 through 223, to prohibit the storage of unattended or excess personal property in public rights-of-way, sidewalks and parks.

The People of the City of Jackson Ordain:

ARTICLE X. – PERSONAL PROPERTY, BELONGINGS, FURNISHINGS, OR EQUIPMENT

Sec. 17-215. – Purpose

The City of Jackson hereby finds that unattended or excess personal property stored in public areas may obstruct sidewalks and routes required to be accessible under the Americans with Disabilities Act; impede police, fire, emergency medical, sanitation, parks, and public works operations; interfere with permitted public events; create hazards involving sharp objects, biohazardous materials, spoilage, vermin, combustibles, or blocked fire hydrants; and prevent the public from using sidewalks, streets, parks, benches, and City facilities for their intended public purposes. The City further finds that it is in the public interest to protect the property rights of owners through notice, storage, no-fee retrieval, and documentation procedures. This Article is a content-neutral and status-neutral public health, safety, accessibility, and nuisance-abatement regulation applicable to all persons.

The purpose of this article is to prohibit the storage of unattended or "excess" personal property in public rights-of-way, sidewalks, and parks. The council hereby determines excess personal property, tents in certain public areas without a properly obtained permit, attachments, and other personal property, belongings, furnishings, or equipment defined herein as a public nuisance.

This Article shall be enforced in a content-neutral and status-neutral manner and shall not be construed to authorize the destruction of unabandoned personal property except as expressly provided for hazardous, unsafe, rubbish, contaminated, or perishable items. Violations of this Article shall be remedied through the removal and storage of personal property as provided in this Article, unless accompanied by separate criminal conduct constituting a distinct violation of law, which may be prosecuted independently under applicable law.

Sec. 17-216. – Definitions

For the purposes of this article, the following definitions shall apply:

City Employee means any full or part-time employee of the City of Jackson or a contractor retained by the City for the purpose of implementing this Article.

Essential Personal Property means any and all personal property that cumulatively is less than two cubic feet in volume, which, by way of example, is the amount of property capable of being carried within a backpack, and including without limitation any medication, medical devices, disability aids, identification documents, legal documents, wallets, keys, eyeglasses, cell phones, and any other item reasonably necessary for health, safety, or legal identity, when such items are reasonably identifiable and safe to handle.

Excess Personal Property means any and all personal property that cumulatively exceeds the amount of property that could fit in a 32-gallon container with the lid closed.

Personal Property means any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, sheds, structures, mattresses, couches, chairs, other furniture, appliances, and personal items such as household items, luggage, backpacks, clothing, documents, and medication, but excluding garbage, rubbish, biohazardous materials, contraband, or items reasonably determined by trained City staff under established protocol to be unsafe to handle or store. Personal Property shall expressly exclude any animals.

Public Area or Public Areas means all property that is owned, managed or maintained by the City, to the extent the City has authority to regulate, manage, maintain, or control the area, including property under the jurisdiction of the Department of Parks and Recreation, and shall include, but not be limited to, any street, sidewalk, medial strip, space, ground, park, building or structure.

Store, Stored, Storing or Storage means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily basis shall be considered storing. This definition shall not include any personal property that, pursuant to statute, ordinance, permit, regulation, or other authorization by the City of State or State, is stored with the permission of the City on real property that is owned or controlled by the City, nor shall it include personal property temporarily present in a public area during ordinary lawful use, such as picnic or recreational equipment during active use, strollers, mobility devices, delivery equipment, or luggage at a transit stop.

Unattended means no person is present with the personal property to assert or claim ownership of the personal property. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property. Property that is unattended shall not, on that basis alone, be presumed to be abandoned.

Sec. 17-217. – Prohibition

(a) No person shall store any unattended personal property in a public area. With pre-removal notice as specified in this article and after expiration of the applicable notice period, the City may

impound any unattended personal property in a public area, regardless of volume. Post-removal notice shall be provided as set forth in this article.

(b) No person shall store any attended excess personal property in a public area. With pre-removal notice as specified in this article and after expiration of the applicable notice period, the City may impound any attended excess personal property in a public area, regardless of volume. Post-removal notice shall be provided as set forth in this article.

(c) No person shall store any personal property in a public area in such a manner as to obstruct, disrupt, or interfere with City operations of any nature, including but not limited to maintenance or cleaning. Without prior notice, the City may temporarily move personal property, whether attended or unattended, which is obstructing City operations in a public area during the time necessary to conduct the City operations. The City also may impound personal property that is obstructing City operations in a public area, provided that when impoundment (rather than temporary movement) occurs, the City shall document the operational basis and provide post-removal notice, pursuant to this article.

(d) No person shall store any personal property in a public area in such a manner that it does not allow for passage as provided by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended. Without prior notice, the City may move and may impound any personal property, whether attended or unattended, stored in a public area in such a manner that it does not allow for passage as required by the ADA. Post-removal notice shall be provided as set forth in this article. When feasible, City staff shall document removal, photograph the location, and take reasonable care to preserve and store any mobility devices, medical equipment, disability aids, medications, identification, and Essential Personal Property encountered during ADA-based removal.

(e) No person shall store any personal property, whether attended or unattended:

◦ Within ten (10) feet of any operational or utilizable driveway or loading dock;

◦ Within five (5) feet of any operational or utilizable building entrance or exit;

◦ Within two (2) feet of any fire hydrant, fire plug, or other fire department connection

◦ Within five (5) feet of any crosswalk, curb ramp, or bus stop;

◦ In a manner which intentionally blocks or interferes with others' ability to safely use a public bench or other physical public sitting structure.

The City may impound personal property stored in violation of this subsection with post-removal notice as set forth in this article.

(f) No person shall store any personal property in a public area if the personal property, whether attended or unattended, constitutes an immediate threat to the public health or safety. Without prior notice, the City may remove and may discard any personal property stored in a public area if the

personal property poses an immediate threat to the health, safety, or welfare of the public. For purposes of this subsection, "immediate threat to the public health or safety" means personal property that a trained City supervisor or law enforcement officer reasonably determines is a biohazard, contains human waste in an uncontained condition, contains used needles or sharps in an unsafe condition, contains vermin infestation, constitutes a fire hazard, contains a controlled substance presenting immediate danger, or otherwise presents an objectively identifiable and documented risk of immediate harm that cannot practicably be abated by storage. Immediate discard shall be limited to such items and shall be documented with a supervisor's written approval and photographic evidence when practicable.

(g) Garbage or rubbish or any other unhealthy, hazardous or unsafe item may be disposed immediately pursuant to City protocol and is not required to be stored pending disposal.

(h) No person shall store any personal property, whether attended or unattended, in such a manner that obstructs or interferes with any activity in a public area for which the City has issued a permit. Without prior notice, the City may move and may immediately impound any personal property stored in a public area in violation of this subsection. Post-removal notice shall be provided as set forth in this article, along with documentation of the permitted event and the basis for removal.

(i) No person shall store any personal property, whether attended or unattended, in such a manner as to obstruct any portion of a street or other public right-of-way open to use by motor vehicles, a designated bike lane or bike path, or other public right-of-way open exclusively to use by bicycles. Without prior notice, the City may move and may immediately impound any personal property, whether attended or unattended, in violation of this subsection. Post-removal notice shall be provided as set forth in this article.

Sec. 17-218. – Notice

(a) Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property. Pre-removal notice shall allow a minimum of twenty-four (24) hours for the owner to remove the personal property before impoundment may occur, except in circumstances where this Article authorizes removal without prior notice. For locations designated by the City Manager as high-use downtown or high-pedestrian-traffic areas, a shorter notice period of not less than four (4) hours may be established by written policy supported by findings of operational need, provided such policy is publicly posted and uniformly applied. The written notice shall contain the following:

◦ A general description of the personal property to be removed.

◦ The location from which the personal property will be removed.

◦ The date and time the notice was posted.

◦ The date and time by which the owner must remove the personal property to avoid impoundment.

◦ A statement that the personal property has been stored in violation of this article.

◦ A statement that the personal property may be impounded if not removed from public areas by the date and time stated in this notice.

◦ The address, telephone number, hours of operation, and internet website of the City through though which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).

◦ A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area.

◦ A statement that impounded personal property may be discarded if not claimed within thirty (30) days after impoundment.

(b) Post-Removal Notice. Upon removal of stored personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written notice shall contain the following:

◦ A general description of the personal property removed.

◦ The date and approximate time of removal.

◦ A statement that the personal property was stored in violation of this article and has been impounded.

◦ The address, telephone number, hours of operation, and internet website of the City through though which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).

◦ A statement that impounded personal property may be discarded if not claimed within thirty (30) days after impoundment.

◦ The name and contact information for the designated City claim coordinator.

Sec. 17-219. – Storage and Disposal

Except as specified herein, the City shall move personal property to a place of storage. The City shall move and store impounded personal property for 30 days, after which time, if not claimed, it may be discarded. The City shall not be required to undertake any search for, or return, any impounded personal property stored for longer than thirty (30) days. The City shall maintain a record of the date any impounded personal property was discarded. Garbage or rubbish or any other unhealthy, hazardous or unsafe item may be disposed immediately pursuant to City protocol and is not required to be stored pending disposal. Prior to impoundment, City staff shall, when practicable, create a written field inventory by general category and photograph the property and its location. Essential Personal Property, medication, medical devices, disability aids, identification documents, legal documents, and items reasonably appearing to have significant personal or

monetary value shall be separately catalogued, handled with care, and stored in a manner that protects them from loss or damage. City staff shall use gloves and appropriate safety protocols when handling personal property. The City shall maintain a claim log, disposal log, photograph log, and notice log for a minimum of three (3) years. Essential Personal Property that is unattended shall, regardless of the condition or volume of any other personal property encountered at the same location, be identified, separated, and stored in accordance with this section, and shall not be discarded except where the specific item of Essential Personal Property independently and unambiguously meets the definition of an immediate threat to public health or safety under Section 17-217(f).

Extension of Storage Period. Upon written request received before expiration of the thirty (30)-day storage period, the City may, in its discretion, grant a reasonable extension of the storage period for good cause shown, including but not limited to the owner's hospitalization, incarceration, documented medical incapacity, or other circumstances beyond the owner's control that prevented a timely claim. Any request for an extension, the City's determination, and the reasons therefor shall be documented in writing and maintained with the claim log required by this section.

Sec. 17-220. – Repossession

The owner of impounded personal property may repossess the personal property prior to its disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the personal property was impounded from a public area, and providing a reasonably specific and detailed description of the personal property, including by photograph, receipt, serial number, or credible verbal description. Valid, government-issued identification is not required to claim impounded personal property. An owner of personal property shall not be charged a fee if repossession occurs within thirty (30) days of removal. If a claim is denied, the claimant may request review by a designated City supervisor or claim coordinator, whose contact information shall be provided at the storage location and on the post-removal notice.

Sec. 17-221. – Ban on Tents/Attachments in Certain Public Areas

(a) Unless a permit is obtained, no person shall erect, configure, construct, maintain, use, occupy, or allow to remain erected any tent in any public area. Permit criteria for tents or temporary structures shall be objective, content-neutral, and set forth in writing; no permit shall be denied based on the content or viewpoint of any expressive message associated with the tent or its occupant. Without prior notice, the City may deconstruct any tent, whether attended or unattended, in violation of this article. When deconstructing a tent, City staff shall make reasonable efforts to preserve and separately store the contents of the tent, including any Essential Personal Property, prior to storage or disposal of the tent structure. With pre-removal notice as specified in this article or posted signage, the City may impound any tent in violation of this article.

(b) No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any public property, including but not limited to, a building or portion or protrusion thereof, fence, bus shelter, trash can, mailbox, pole, bench, news rack, sign, tree, bush, shrub or plant, without prior written consent of the City.

(c) No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any private property in such a manner as to create an obstruction on or across any street or area where the public may travel.

(d) Without prior notice, the City may remove any barrier, string, wires, ropes, chains or other attachment of personal property, whether attended or unattended, to any public property, or to any private property which creates an obstruction to any rights-of-way or areas where the public may travel.

Sec. 17-222. – Enforcement

Violations of this Article shall be remedied exclusively through the removal and storage of personal property in accordance with this Article. This Article does not create a civil infraction, civil fine, or other monetary penalty. Each act of violation and every day upon which such violation shall occur shall constitute a separate violation subject to removal and storage as provided herein. Nothing in this Article shall preclude prosecution for a separate criminal offense arising from conduct that independently constitutes a violation of applicable law. Enforcement shall be conducted in a content-neutral and status-neutral manner. Officers and City employees shall document the objective basis for each removal action, including the specific subsection authorizing removal, the location, date, time, and a description or photograph of the property.

Sec. 17-223 –Effective Date. This ordinance, having been enacted upon the affirmative vote required for ordinances generally under the City Charter, shall take effect thirty (30) days following its adoption, in accordance with Section 9.10 of the City Charter.

17-224 –229. – Reserved

The foregoing Ordinance 2026-03 was adopted by the Jackson City Council on the 18th day of August, 2026 at a regular meeting of the Jackson City Council and a summary was published on _____ __, 2026.

_____

Andrea Muray, City Clerk

Ordinance No. 26-_____

An Ordinance amending Chapter 17 – Nuisances, of the City of Jackson Code of Ordinances, by adding Article X. – Personal Property, Belongings, Furnishings, or Equipment, Sections 17-215 through 223, to prohibit the storage of unattended or excess personal property in public rights-of-way, sidewalks and parks.

The People of the City of Jackson Ordain:

ARTICLE X. – PERSONAL PROPERTY, BELONGINGS, FURNISHINGS, OR EQUIPMENT

~~**Declaration of Emergency.** Pursuant to Section 9.6 of the Jackson City Charter, the City Council hereby finds and declares that a public emergency affecting the life, health, property, and public peace of the City exists, described as follows: unattended and excess personal property, tents, and related belongings, furnishings, and equipment are presently being stored, in significant volume and in numerous locations, in the public rights-of-way, sidewalks, and parks of the City, in a manner that (i) obstructs pedestrian and emergency vehicle passage and blocks routes required to be accessible under the Americans with Disabilities Act; (ii) impedes the ability of police, fire, emergency medical, sanitation, parks, and public works personnel to respond promptly to calls for service and to maintain public areas; (iii) creates imminent hazards to public health and safety, including fire hazards, blocked fire hydrants, sharp objects, biohazardous materials, and vermin infestation; and (iv) prevents members of the public from safely using sidewalks, streets, parks, benches, and other City facilities for their intended purposes. The City Council further finds that these conditions constitute an immediate danger to the public health, safety, and welfare, such that the ordinary effective date otherwise applicable to ordinances of the City would be insufficient to protect the public, and that this ordinance must take immediate effect upon publication as provided in Section 9.6 of the City Charter.~~

Sec. 17-215. – Purpose

The City of Jackson hereby finds that unattended or excess personal property stored in public areas may obstruct sidewalks and routes required to be accessible under the Americans with Disabilities Act; impede police, fire, emergency medical, sanitation, parks, and public works operations; interfere with permitted public events; create hazards involving sharp objects, biohazardous materials, spoilage, vermin, combustibles, or blocked fire hydrants; and prevent the public from using sidewalks, streets, parks, benches, and City facilities for their intended public purposes. The City further finds that it is in the public interest to protect the property rights of owners through notice, storage, no-fee retrieval, and documentation procedures. This Article is a content-neutral and status-neutral public health, safety, accessibility, and nuisance-abatement regulation applicable to all persons.

The purpose of this article is to prohibit the storage of unattended or "excess" personal property in public rights-of-way, sidewalks, and parks. The council hereby determines excess personal property, tents in certain public areas without a properly obtained permit, attachments, and other personal property, belongings, furnishings, or equipment defined herein as a public nuisance.

This Article shall be enforced in a content-neutral and status-neutral manner and shall not be construed to authorize the destruction of unabandoned personal property except as expressly provided for hazardous, unsafe, rubbish, contaminated, or perishable items. ~~Violations of this Article may be enforced as municipal civil infractions unless accompanied by separate criminal conduct constituting a distinct violation of law.~~ Violations of this Article shall be remedied through the removal and storage of personal property as provided in this Article, unless accompanied by separate criminal conduct constituting a distinct violation of law, which may be prosecuted independently under applicable law.

Sec. 17-216. – Definitions

For the purposes of this article, the following definitions shall apply:

City Employee means any full or part-time employee of the City of Jackson or a contractor retained by the City for the purpose of implementing this Article.

Essential Personal Property means any and all personal property that cumulatively is less than two cubic feet in volume, which, by way of example, is the amount of property capable of being carried within a backpack, and including without limitation any medication, medical devices, disability aids, identification documents, legal documents, wallets, keys, eyeglasses, cell phones, and any other item reasonably necessary for health, safety, or legal identity, when such items are reasonably identifiable and safe to handle.

Excess Personal Property means any and all personal property that cumulatively exceeds the amount of property that could fit in a 32-gallon container with the lid closed.

Personal Property means any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, sheds, structures, mattresses, couches, chairs, other furniture, appliances, and personal items such as household items, luggage, backpacks, clothing, documents, and medication, but excluding garbage, rubbish, biohazardous materials, contraband, or items reasonably determined by trained City staff under established protocol to be unsafe to handle or store. Personal Property shall expressly exclude any animals.

Public Area or Public Areas means all property that is owned, managed or maintained by the City, to the extent the City has authority to regulate, manage, maintain, or control the area, including property under the jurisdiction of the Department of Parks and Recreation, and shall include, but not be limited to, any street, sidewalk, medial strip, space, ground, park, building or structure.

Store, Stored, Storing or Storage means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily basis shall be considered storing. This definition shall not include any personal property that, pursuant to statute, ordinance, permit, regulation, or other authorization by the City of State or State, is stored with the permission of the City on real property that is owned or controlled by the City, nor shall it include personal property temporarily present in a public area during ordinary lawful use, such as picnic or recreational equipment during active use, strollers, mobility devices, delivery equipment, or luggage at a transit stop.

Unattended means no person is present with the personal property to assert or claim ownership of the personal property. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property. Property that is unattended shall not, on that basis alone, be presumed to be abandoned.

Sec. 17-217. – Prohibition

(a) No person shall store any unattended personal property in a public area. With pre-removal notice as specified in this article and after expiration of the applicable notice period, the City may impound any unattended personal property in a public area, regardless of volume. Post-removal notice shall be provided as set forth in this article.

(b) No person shall store any attended excess personal property in a public area. With pre-removal notice as specified in this article and after expiration of the applicable notice period, the City may impound any attended excess personal property in a public area, regardless of volume. Post-removal notice shall be provided as set forth in this article.

(c) No person shall store any personal property in a public area in such a manner as to obstruct, disrupt, or interfere with City operations of any nature, including but not limited to maintenance or cleaning. Without prior notice, the City may temporarily move personal property, whether attended or unattended, which is obstructing City operations in a public area during the time necessary to conduct the City operations. The City also may impound personal property that is obstructing City operations in a public area, provided that when impoundment (rather than temporary movement) occurs, the City shall document the operational basis and provide post-removal notice, pursuant to this article.

(d) No person shall store any personal property in a public area in such a manner that it does not allow for passage as provided by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended. Without prior notice, the City may move and may impound any personal property, whether attended or unattended, stored in a public area in such a manner that it does not allow for passage as required by the ADA. Post-removal notice shall be provided as set forth in this article. When feasible, City staff shall document removal, photograph the location, and take reasonable care to preserve and store any mobility devices, medical equipment,

disability aids, medications, identification, and Essential Personal Property encountered during ADA-based removal.

(e) No person shall store any personal property, whether attended or unattended:

◦ Within ten (10) feet of any operational or utilizable driveway or loading dock;

◦ Within five (5) feet of any operational or utilizable building entrance or exit;

◦ Within two (2) feet of any fire hydrant, fire plug, or other fire department connection

◦ Within five (5) feet of any crosswalk, curb ramp, or bus stop;

◦ In a manner which intentionally blocks or interferes with others' ability to safely use a public bench or other physical public sitting structure.

The City may impound personal property stored in violation of this subsection with post-removal notice as set forth in this article.

(f) No person shall store any personal property in a public area if the personal property, whether attended or unattended, constitutes an immediate threat to the public health or safety. Without prior notice, the City may remove and may discard any personal property stored in a public area if the personal property poses an immediate threat to the health, safety, or welfare of the public. For purposes of this subsection, "immediate threat to the public health or safety" means personal property that a trained City supervisor or law enforcement officer reasonably determines is a biohazard, contains human waste in an uncontained condition, contains used needles or sharps in an unsafe condition, contains vermin infestation, constitutes a fire hazard, contains a controlled substance presenting immediate danger, or otherwise presents an objectively identifiable and documented risk of immediate harm that cannot practicably be abated by storage. Immediate discard shall be limited to such items and shall be documented with a supervisor's written approval and photographic evidence when practicable.

(g) Garbage or rubbish or any other unhealthy, hazardous or unsafe item may be disposed immediately pursuant to City protocol and is not required to be stored pending disposal.

(h) No person shall store any personal property, whether attended or unattended, in such a manner that obstructs or interferes with any activity in a public area for which the City has issued a permit. Without prior notice, the City may move and may immediately impound any personal property stored in a public area in violation of this subsection. Post-removal notice shall be provided as set forth in this article, along with documentation of the permitted event and the basis for removal.

(i) No person shall store any personal property, whether attended or unattended, in such a manner as to obstruct any portion of a street or other public right-of-way open to use by motor vehicles, a designated bike lane or bike path, or other public right-of-way open exclusively to use by bicycles. Without prior notice, the City may move and may immediately impound any personal property,

whether attended or unattended, in violation of this subsection. Post-removal notice shall be provided as set forth in this article.

Sec. 17-218. – Notice

(a) Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property. Pre-removal notice shall allow a minimum of twenty-four (24) hours for the owner to remove the personal property before impoundment may occur, except in circumstances where this Article authorizes removal without prior notice. For locations designated by the City Manager as high-use downtown or high-pedestrian-traffic areas, a shorter notice period of not less than ~~two (2) hours~~four (4) hours may be established by written policy supported by findings of operational need, provided such policy is publicly posted and uniformly applied. The written notice shall contain the following:

◦ A general description of the personal property to be removed.

◦ The location from which the personal property will be removed.

◦ The date and time the notice was posted.

◦ The date and time by which the owner must remove the personal property to avoid impoundment.

◦ A statement that the personal property has been stored in violation of this article.

◦ A statement that the personal property may be impounded if not removed from public areas by the date and time stated in this notice.

◦ The address, telephone number, hours of operation, and internet website of the City through though which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).

◦ A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area.

◦ A statement that impounded personal property may be discarded if not claimed within thirty (30) days after impoundment.

(b) Post-Removal Notice. Upon removal of stored personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written notice shall contain the following:

◦ A general description of the personal property removed.

◦ The date and approximate time of removal.

◦ A statement that the personal property was stored in violation of this article and has been impounded.

◦ The address, telephone number, hours of operation, and internet website of the City through though which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).

◦ A statement that impounded personal property may be discarded if not claimed within thirty (30) days after impoundment.

◦ The name and contact information for the designated City claim coordinator.

Sec. 17-219. – Storage and Disposal

Except as specified herein, the City shall move personal property to a place of storage. The City shall move and store impounded personal property for 30 days, after which time, if not claimed, it may be discarded. The City shall not be required to undertake any search for, or return, any impounded personal property stored for longer than thirty (30) days. The City shall maintain a record of the date any impounded personal property was discarded. Garbage or rubbish or any other unhealthy, hazardous or unsafe item may be disposed immediately pursuant to City protocol and is not required to be stored pending disposal. Prior to impoundment, City staff shall, when practicable, create a written field inventory by general category and photograph the property and its location. Essential Personal Property, medication, medical devices, disability aids, identification documents, legal documents, and items reasonably appearing to have significant personal or monetary value shall be separately catalogued, handled with care, and stored in a manner that protects them from loss or damage. City staff shall use gloves and appropriate safety protocols when handling personal property. The City shall maintain a claim log, disposal log, photograph log, and notice log for a minimum of three (3) years. Essential Personal Property that is unattended shall, regardless of the condition or volume of any other personal property encountered at the same location, be identified, separated, and stored in accordance with this section, and shall not be discarded except where the specific item of Essential Personal Property independently and unambiguously meets the definition of an immediate threat to public health or safety under Section 17-217(f).

Extension of Storage Period. Upon written request received before expiration of the thirty (30)-day storage period, the City may, in its discretion, grant a reasonable extension of the storage period for good cause shown, including but not limited to the owner's hospitalization, incarceration, documented medical incapacity, or other circumstances beyond the owner's control that prevented a timely claim. Any request for an extension, the City's determination, and the reasons therefor shall be documented in writing and maintained with the claim log required by this section.

Sec. 17-220. – Repossession

The owner of impounded personal property may repossess the personal property prior to its disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the

personal property was impounded from a public area, and providing a reasonably specific and detailed description of the personal property, including by photograph, receipt, serial number, or credible verbal description. Valid, government-issued identification is not required to claim impounded personal property. An owner of personal property shall not be charged a fee if repossession occurs within thirty (30) days of removal. If a claim is denied, the claimant may request review by a designated City supervisor or claim coordinator, whose contact information shall be provided at the storage location and on the post-removal notice.

Sec. 17-221. – Ban on Tents/Attachments in Certain Public Areas

(a) Unless a permit is obtained, no person shall erect, configure, construct, maintain, use, occupy, or allow to remain erected any tent in any public area. Permit criteria for tents or temporary structures shall be objective, content-neutral, and set forth in writing; no permit shall be denied based on the content or viewpoint of any expressive message associated with the tent or its occupant. Without prior notice, the City may deconstruct any tent, whether attended or unattended, in violation of this article. When deconstructing a tent, City staff shall make reasonable efforts to preserve and separately store the contents of the tent, including any Essential Personal Property, prior to storage or disposal of the tent structure. With pre-removal notice as specified in this article or posted signage, the City may impound any tent in violation of this article.

(b) No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any public property, including but not limited to, a building or portion or protrusion thereof, fence, bus shelter, trash can, mailbox, pole, bench, news rack, sign, tree, bush, shrub or plant, without prior written consent of the City.

(c) No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any private property in such a manner as to create an obstruction on or across any street or area where the public may travel.

(d) Without prior notice, the City may remove any barrier, string, wires, ropes, chains or other attachment of personal property, whether attended or unattended, to any public property, or to any private property which creates an obstruction to any rights-of-way or areas where the public may travel.

Sec. 17-222. – Enforcement

~~Violations of this Article may, in the discretion of the enforcing officer or City employee, be charged as a civil infraction punishable by a fine of $50.00 and the costs of prosecution, or, in lieu of issuing a civil infraction citation, be addressed through a verbal or written warning, referral to outreach or support services, or another voluntary-compliance measure, as the circumstances warrant. Issuance of a civil infraction citation under this section is authorized but not required. Each act of violation and every day upon which such violation shall occur shall constitute a separate offense. Nothing in this Article shall preclude prosecution for a separate criminal offense arising from conduct that independently constitutes a violation of applicable law. Enforcement~~

~~shall be conducted in a content-neutral and status-neutral manner. Officers and City employees shall document the objective basis for each removal action, including the specific subsection authorizing removal, the location, date, time, and a description or photograph of the property, and, where a civil infraction citation is issued, the basis for the officer's or employee's determination that a citation, rather than a non-citation resolution, was warranted.~~Violations of this Article shall be remedied exclusively through the removal and storage of personal property in accordance with this Article. This Article does not create a civil infraction, civil fine, or other monetary penalty. Each act of violation and every day upon which such violation shall occur shall constitute a separate violation subject to removal and storage as provided herein. Nothing in this Article shall preclude prosecution for a separate criminal offense arising from conduct that independently constitutes a violation of applicable law. Enforcement shall be conducted in a content-neutral and status-neutral manner. Officers and City employees shall document the objective basis for each removal action, including the specific subsection authorizing removal, the location, date, time, and a description or photograph of the property.

~~**Sec. 17-223 –Emergency Enactment; Effective Date.** This ordinance is adopted as an emergency ordinance pursuant to Section 9.6 of the City Charter and having been enacted upon the affirmative vote of six (6) or more members of the City Council, upon publication in a newspaper of general circulation within the City, shall have immediate effect.~~

Sec. 17-223 –Effective Date. This ordinance, having been enacted upon the affirmative vote required for ordinances generally under the City Charter, shall take effect thirty (30) days following its adoption, in accordance with Section 9.10 of the City Charter.

17-224 –229. – Reserved

The foregoing Ordinance 26-____ was adopted by the Jackson City Council on the ____ day of _____, 2026 at a regular meeting of the Jackson City Council and a summary was published on _____, 2026.

_____
Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2025

SUBJECT: Update fees associated with planning and zoning in the Community Development Department to help address budgetary concerns with costs associated with staff time, public notice, and hearings.

Recommendation:

Approve the attached Resolution amending the rates for Variances, Rezoning, Brownfield Housing TIF Application, Escrow for Brownfield Non-Housing Application, Zoning Permit, and Zoning Compliance Letters.

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

JG

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: August 18, 2025

RECOMMENDATION: Approve the attached Resolution amending the rates for Variances, Rezoning, Brownfield Housing TIF Application, Escrow for Brownfield Non-Housing Application, Zoning Permit, and Zoning Compliance Letters.

ISSUE STATEMENT

The Planning Department within the City of Jackson desires to further amend its fee schedule to properly account for City staff time and resources devoted to upfront costs of our consultant's reviews of plans and the publication of public notices pursuant to Chapter 28 of the City Code of Ordinances; to ensure that the cost of the service is borne by the person or entity making the request; and to more closely reflect the actual costs to the City which would have otherwise been paid for through general fund dollars; and, the City of Jackson wishes to have the aforementioned fees retained by the Community Development Department to assist with its overall budget.

DESCRIBE THE CONSEQUENCES

Failure to approve the fee schedule will continue the increased cost burden associated with staff time for compliance reviews, permit application processes, and recommendations on the general fund and not the applicant.

OWNERSHIP

Staff in the City's Community Development Department are responsible for all aspects of planning and zoning. Specifically, the Director of Planning/ Zoning Administrator is required to update the Zoning Map, Master plan, Chapter 28 Zoning Ordinance, and evaluate fees associated with public hearings, enforcement, and reporting proposed changes to City Council annually that address budgetary concerns.

SOLUTION

City Council should approve the Fee Resolution.

FACILITATE IMPLEMENTATION

Approve the attached Resolution amending the rates for Variances, Rezoning, Brownfield Housing TIF Application, Escrow for Brownfield Non-Housing Application, Zoning Permit, and Zoning Compliance Letters.

RESOLUTION BY THE CITY COUNCIL

WHEREAS, the City of Jackson has previously adopted a Resolution dated August 22, 2017 that set forth a "user fee" schedule for various planning and zoning fees;

WHEREAS, at the time of the City's adoption of the 2017 Resolution, a fee for 1) Brownfield Housing TIF application Fee; and 2) Brownfield Non-Housing Application escrow payment was not included in said schedule of fees;

WHEREAS, the City of Jackson adopted Resolution No. 2021-93, amending the fee schedule for zoning permits, compliance letters, and compliance certificates;

WHEREAS, the City of Jackson desires to further amend its fee schedule to properly account for City staff time and resources devoted to upfront costs of our consultant's reviews of plans and the publication of public notices pursuant to Chapter 28 of the City Code of Ordinances; to ensure that the cost of the service is borne by the person or entity making the request; and to more closely reflect the actual costs to the City which would have otherwise been paid for through general fund dollars; and

WHEREAS, the City of Jackson wishes to have the aforementioned fees retained by the Community Development Department to assist with its overall budget;

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson establishes the following fees effective as of the date of the adoption of this Resolution:

	Current	Proposed
A. Fee for Zoning Variance Application	**$500**	**$600**
B. Fee for Rezoning	**$500**	**$650**
C. Fee for Brownfield Housing TIF Application	**X**	**$5,000**
D. Escrow for Brownfield Non-Housing Application	**X**	**$5,000 (projects up to $500k)**
E. Escrow for Brownfield Non-Housing Application	**X**	**$10,000 (projects above $500k)**
F. Fee for Zoning Permit	**$30**	**$75**
G. Fee for Zoning Compliance Letter	**$30**	**$50 (1-5 questions) $150 (6+ questions)**

All of the above fees that are collected shall be retained by the Community Development Department and no part of the funds derived from the above fees may be transferred to the general operating fund for any purpose.

This Resolution, upon its effective date, shall supersede and repeal all prior resolutions establishing or amending the fee schedule.

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 of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the _____ day of August 2026.

_____
Andrea Muray, City Clerk

N WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ___ day of August, 2026.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **2026-2030 POLC Labor Agreement Draft**

Recommendation:

Approve the 2026-2030 draft Labor Agreement between the City of Jackson and the POLC Non-Supervisory (NS) Unit Jackson Division.

Consider the draft contract for the POLC NS unit whose members have voted to accept the proposed terms and conditions.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Doria LaPorte, Human Resources Director

DATE: August 18, 2026

RECOMMENDATION: Approve the 2026-2030 draft Labor Agreement between the City of Jackson and the POLC Non-Supervisory (NS) Unit Jackson Division.

ISSUE STATEMENT

This memorandum is to advise the Council that management's discussions with the Police Officers Labor Council Non- Supervisory Unit for a negotiated labor contract have ended with achieving a negotiated labor contract for the years 2026-2030.

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the Police Officers Labor Council Non-Supervisory Unit (POLC NS) contract expired at the end of June 2026. The POLC NS unit represents the city's nine (39) employees in the following classifications:

- Patrol Officer (35)
- Detective (4)

As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. City staff and union members from the POLC NS bargaining unit have found common ground for a settlement on a contract that spans four (4) years. At this time, staff is asking the Council to consider the draft contract for the POLC NS unit whose members have voted to accept the proposed terms and conditions.

DESCRIBE THE CONSEQUENCES

The POLC NS unit and the City have achieved the main objective of collective bargaining by coming to a strong mutual agreement on employment terms that benefit both parties involved. Without Council approval of the new certified bargaining agreement, the relationship between management and the POLC NS unit will suffer as both parties will not be able to reap the negotiated benefits that they both credit to contribute to a successful working organization.

OWNERSHIP

This memorandum is to advise the Council that management's discussions with the Police Officers Labor Council Non-Supervisory Unit for a negotiated labor contract have ended with achieving a negotiated labor contract.
The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the Police Officers Labor Council Non-Supervisory Unit (POLC NS) contract expires at the end of June 2026. The POLC NS unit represents the city's nine (39) employees in the following classifications:

- Patrol Officer (35)
- Detective (4)

The Personnel Department is responsible for administering the City's labor relations program and negotiating collective bargaining agreements on behalf of management. Staff worked collaboratively with union representatives throughout the bargaining process, evaluating internal equity, external market competitiveness, operational needs, and fiscal impacts to reach a mutually acceptable agreement.

As part of the negotiations, management reviewed compensation and benefits using both internal comparisons across the City's bargaining units and external market comparisons with comparable municipalities. This approach supports the City's compensation philosophy of maintaining:

- Internal Equity – Compensation and benefit programs that are as consistent as practical across the City's union and non-union employee groups.
- External Equity – Compensation and benefit programs that remain competitive with comparable municipalities for similar positions.

Approval of the negotiated agreement will implement the agreed-upon wages, benefits, and working conditions for the contract term, providing stability for employees and allowing the City to continue delivering quality police services without interruption.

The negotiated agreement supports the City's long-term goals of attracting and retaining qualified police officers, maintaining competitive compensation within the municipal labor market, promoting positive labor-management relationships, and ensuring responsible stewardship of public resources. It also establishes a stable framework for workforce planning and continued delivery of public safety services over the life of the agreement.

The following are the substantive changes to the current agreement:

1. **Section 8.2 – Rates of Pay:** Provides 3% annual wage increases for each year of the four-year agreement (2026–2030). Increases longevity lump-sum payments for employees hired on or before July 1, 2012, from $500/$1,000/$1,500 to $1,500/$2,250/$3,000, while maintaining employee options to receive the payment through payroll, a Section 457(b) deferred compensation plan, or the MERS Health Care Savings Program (HCSP), subject to IRS limits.
2. **Section 13.11 – Residency Incentive:** Increases the annual residency incentive from $250 to $1,500 for bargaining unit employees who reside within the City of Jackson.

3. **Sections 11.1 & 11.2 – Healthcare Benefits:** Updates the spousal healthcare eligibility provisions to better align with common employer practices and support the long-term sustainability of the City's self-funded health plan. Adds a carve-out clarifying that the spousal eligibility provisions do not apply to employees hired before July 1, 2012, who remain eligible for retiree health insurance under the agreement.
4. **Section 12 – Pension Provisions:** Incorporates previously negotiated defined benefit pension provisions into the collective bargaining agreement to accurately reflect the current pension benefit structure and employee contribution requirements.
5. **Section 9.1 – Holidays:** Adds Juneteenth (June 19) as a recognized paid holiday.
6. **Section 7.2 & Appendix E – Overtime/Compensatory Time:** Increases the compensatory time accrual limit from 84 hours to 120 hours and incorporates existing patrol division overtime assignment practices previously contained in a Memorandum of Understanding into the collective bargaining agreement.
7. **Section 6.2 – Sick Leave:** Clarifies retirement sick leave payout provisions while maintaining the existing maximum payout of 720 hours. Updates sick leave administration language to align with the Michigan Earned Sick Time Act (ESTA) and current attendance administration practices.
8. **Section 8.1 – Uniforms and Plain Clothes:** Increases the annual uniform boot/shoe reimbursement from $130 to $200.
9. **Section 11.5 – Dental/Optical Credit:** Updates language to reflect current administrative practices and clarify how the annual $750 dental/optical credit is administered.
10. **Section 13.7 – Physical Agility Testing**: Clarifies implementation of the physical agility testing program by continuing the It's Your Life program through Fall 2026 and implementing the contractual agility testing provisions beginning in 2027.
11. **Section 3.4 – Documentation of Disciplinary Actions:** Clarifies the use of disciplinary documentation after two years while maintaining the contractual just cause standard and supporting a consistent progressive discipline process.
12. **Section 5.7 – Filling of Vacancies:** Updates the language governing the filling of bargaining unit vacancies.
13. **Section 8.2 – Field Training Officer (FTO) Pay:** Incorporates the existing Field Training Officer (FTO) Letter of Agreement into the collective bargaining agreement. The agreement increases the authorized administrative overtime/compensatory time from three (3) hours to four (4) hours per week for FTOs assigned a trainee and establishes a new premium of one (1) additional hour of pay for each day an FTO has a trainee assigned for at least eight (8) hours during the shift. These changes recognize the additional responsibilities of Field Training Officers while consolidating the previous Letter of Agreement into the contract.
14. **Appendix D – Twelve-Hour Patrol Shift Schedule Agreement:** Reorganizes the existing Letter of Understanding by incorporating applicable provisions into the appropriate sections of the collective bargaining agreement and removing obsolete or duplicative language.
15. **Appendix F – Contract Extension Agreement:** Removes the obsolete contract extension agreement due to expired dates and outdated language.
16. **Contract Language and Administrative Updates:** Updates department title references throughout the agreement to reflect the current organizational structure, replacing references to the former Director of Police and Fire with Police Chief where applicable, and incorporates previously negotiated Letters of Understanding into the collective bargaining agreement to improve clarity and consistency.

SOLUTION

At this time, staff is asking the Council to consider the draft contract for the POLC NS unit whose members have voted to accept the proposed terms and conditions.

FACILITATE IMPLEMENTATION

Staff recommends approval of the draft 2026-2030 POLC NS unit contract terms.

ATTACHMENTS

1. Final 6.29.26 DL Draft w-track POLC-NS Contract 2026-2030
2. Final CLEAN 6.29.26 DL DRAFT POLC-NS Contract 2026-2030

LABOR AGREEMENT

DRAFT

City of Jackson
&
Police Officers Labor Council,
Jackson Non-Supervisory Unit

July 1, 2026, through June 30, 2030

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AGREEMENT~~A G R E E M E N T~~

THIS AGREEMENT, made effective on the 1st day of July, 2026 through the 30th day of June, 2030 by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the POLICE OFFICERS LABOR COUNCIL, JACKSON NON-SUPERVISORY UNIT, hereinafter referred to as the Union.

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the Community and the job security of the employees depend upon the Employer's ability to continue to provide proper police services to the community, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

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ARTICLE 1 - RECOGNITION

Section 1.1: Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all sworn police officers below the rank of Sergeant, but excluding all sworn police officers of the rank of Sergeant and above, former employees engaged at the discretion of the ~~Director~~ Chief of Police ~~and Fire Services~~ on a temporary basis to complete an assignment started while an active employee**,** police recruits who have not yet been sworn in**,** and all other employees of the Employer.

Section 1.2: Management Rights Except as specifically limited or abrogated by this Agreement, the Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to: change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures, to discontinu~~anc~~e ~~of~~ any services, reduce the work week or the work day, to effect reductions in hours worked by combining lay-offs and reduction in work week or work day, to determine the number of employees assigned to operations, to establish work schedules, and to take whatever action is reasonably necessary to carry out any and all of the City's services in emergency situations, except where any of these rights are limited or abridged by provision of this Agreement.

A. Nothing contained in this Agreement shall be construed to in any way restrict or limit management, supervisory and temporary employees (as defined in Section 1.1, above) from performing bargaining unit work. This provision shall not directly result in the layoff of union personnel.

B. The Union shall defend, indemnify and hold the Employer harmless from any and all claims, demands, suits or any other form of liability arising out of this Section, including but not limited to any actions arising from or related to any agency shop provision, agency shop claims asserted by any employee, and claims or disputes over any employee opting out of membership in the Union. Further, such indemnification shall apply to damages that are sustained as result of procedural errors or because of reason of mistake of fact which was within the control of or responsibility of the Association.

~~B.~~ Reservation of Authority: The Chief of Police retains the right to discontinue the 12-hour patrol shift schedule and return to the 8-hour shift schedule at any time. Both parties agree to bargain the terms and conditions of the impact and effect of changes to the shift schedule. The intent of this language is to specifically address issues involving reverting to an 8-hour schedule.

C.

Section 1.3: Non-Discrimination. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, nationality, religion or political belief, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight and other legally protected status nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union

Section 1.4: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE 2 – DISCIPLINE/GRIEVANCE PROCEDURE

Section 2.1: Grievance Defined. A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes, or complaints as to wages, hours, or working conditions and any discipline arising hereunder involving written reprimand, suspension, reduction in rank or discharge.

Section 2.2: Grievance Steps. An employee who believes he has a grievance must submit

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his complaint in writing to his immediate non-unit supervisor within five (5) calendar days (Saturdays, Sundays and holidays excluded) after the occurrence of the event(s) upon which his complaint is based or within five (5) calendar days after the employee had knowledge of the events upon which his complaint is based or within five (5) calendar days of when circumstances were such that the employee reasonably should have had knowledge of the events. The supervisor shall give the employee a verbal answer within two (2) days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a ~~grievance~~grievance, and the following procedure shall apply:

FIRST STEP. To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, stating the facts upon which it is based, when they occurred, specify the section of the Agreement which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's Deputy Chief by the employee or his Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the supervisor gave the employee his verbal answer as provided in Section 2.2 above. The Deputy Chief shall give a written answer to the employee or his Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled being retained by the employee and one (1) copy retained by the Deputy Chief.

SECOND STEP. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union representative and/or employee must state in writing why the First Step answer was not acceptable and said Union representative or employee must present the grievance to the Chief and/or someone designated by him within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Deputy Chief gave the employee the written First Step answer. The Chief and/or his designated representative shall meet with the Union representatives and discuss the grievance within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the grievance is presented at this Step. Within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Chief shall give the Union a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settled grievance to the Chief.

THIRD STEP. If the grievance has not been resolved in the Second Step and the Union desires to appeal it to the Third Step, the Union representative and/or the employee must state in writing why the Second Step answer is unacceptable and said representative or employee must present the grievance to the Director of Human Resources within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Chief gave the Union representative his Second Step answer. The Human Resources Director and/or someone designated by him shall meet with the Union representative and discuss the grievance within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the

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grievance is presented at this Step. Within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Human Resources Director shall give the Union representative a written Third Step answer. If the answer is satisfactory, the Union representative ~~shall so~~shall indicate in writing giving one (1) copy of the settled grievance to the Human Resources Director.

FOURTH STEP. If the grievance has not been resolved by the foregoing steps, and the Union desires to process the grievance further, it shall within ten (10) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the written Third Step answer from the Human Resources Director,

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give written notice to the ~~Director~~ Chief of Police ~~and Fire Services~~ and the Human Resources Director of its desire to arbitrate ~~the grievance~~grievance. Said written notice shall contain information regarding the ~~grievance, and~~grievance and shall contain a list of not more than five (5) and not less than three (3) arbitrators selected by the Union to hear the grievance. The Employer shall, within five (5) days thereafter, submit to the Union representative the names of not less than three (3) nor more than five (5) arbitrators if it cannot agree to an arbitrator submitted by the Union. The parties shall then meet within five (5) regularly scheduled working days for the purpose of mutually selecting an arbitrator and should they not do so, they shall file a joint submission to MERC (The Michigan Employment Relations Commission) with a request for a list of arbitrators. The arbitrator so selected shall hear the grievance based upon the mutual submission. In the event a mutual submission cannot be agreed upon, each party shall make its individual ~~submission~~submission, and the arbitrator shall determine all questions, including threshold questions based upon the submission, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add or subtract, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation or application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any discipline including discharge that may reach this stage of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses to include wages. The Employer agrees that on-duty Union witnesses required for the arbitration case will be given up to one (1) hour release time for preparation of the case, subject to approval of the ~~Director~~ Chief of Police ~~and Fire Services~~ and the operational requirements of the department and shall be released to present testimony at the arbitration hearing.

Section 2.3: Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the Grievance Procedure within the specified time limits, the grievance shall automatically be referred to the next step in the Grievance Procedure.

Section 2.4: Union Representation. It is expressly understood that, in no event shall any Union representative leave his work for grievance purposes as provided in the Grievance Procedure without first notifying and obtaining the approval of his supervisor, which approval will be granted as soon as is practicable.

ARTICLE 3 - DISCHARGE AND SUSPENSION CASES

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Section 3.1: Discipline, Suspension, Reduction in Rank, Discharge. No employee shall be suspended, reduced in rank or discharged without just cause. In the event an employee under the jurisdiction of the Union, who has completed his probationary period, shall be suspended from work or reduced in rank for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or reduced in rank or discharged, such suspension, reduction in rank or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the ~~Director~~ Chief of Police ~~and Fire Services~~ within three (3) regularly scheduled working days after such discharge, reduction in rank or after the start of such suspension.

A. ~~A.~~ It is understood and agreed that when an employee files a grievance with respect ~~to~~ to his suspension, reduction in rank or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3.2: Rate of Pay Upon Reinstatement. In the event it should be decided under the Grievance Procedure that the employee was unjustly suspended, discharged or reduced in rank, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge, reduction in rank or the start of such suspension. The Employer may appropriately offset new earnings from other employment or unemployment benefits applicable to the suspension or discharge period.

Section 3.3: Grievance Only Appeal Procedure. It is understood and agreed that the Grievance Procedure shall be the only procedure available to protest an alleged unjust suspension, reduction in rank or discharge and that the procedure contained in the City's Civil Service Ordinance shall not apply to unit members in cases of discharge, reduction in rank or suspension.

Section 3.4: Documentation of Disciplinary Actions. Documentation of disciplinary actions will not be used as the sole basis for future disciplinary action after two (2) years; however, such documentation may be maintained and considered for purposes of identifying patterns of conduct, evaluating overall work history, and determining appropriate corrective action. Documentation may be relied upon beyond the two (2) year period where there has been intervening misconduct, rule violations, or other conduct demonstrating a pattern or failure to comply with similar or related work standards. Nothing in this section shall require the removal or destruction of disciplinary records from an employee's file.

~~Documentation of disciplinary actions will not be used in future disciplinary action after two (2) years unless there has been documentation in the intervening period of misconduct, rule violation or other conduct that may establish a pattern of failure to comply with a similar work standard.~~

ARTICLE 4 - STRIKES AND LOCKOUTS

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Section 4.1: No Strikes or Lockouts. The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during the same period there ~~here~~ will be no lockouts.

Section 4.2: Discipline for Strikes. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike, may be disciplined or discharged in the sole discretion of the Employer.

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ARTICLE 5 - SENIORITY

Section 5.1: Seniority. Department seniority shall be defined as an employee's length of continuous, full-time employment as a sworn Officer with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a sworn Patrol Officer at the instruction of the Employer since which he has not quit, retired or been discharged, and not reinstated with full seniority rights. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification of a Patrol officer, License Enforcement Officer, or Detective, in which he has successfully completed his probationary period and shall include only that time spent in any of the Union classifications as a permanent employee. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except unpaid non family and Medical Leave (FMLA), workers comp, or other similar medical leaves of absence over thirty (30) calendar days.

Section 5.2: Probationary Period. All new employees shall be probationary employees until they have actually worked 18 (eighteen) months as a sworn patrol officer conducting patrol duties for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes that qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Employees who are hired and sent to the Police Academy, and who have not yet been sworn in as Patrol Officers, shall be referred to as Police Recruits. Time worked as a Police Recruit, prior to being sworn in as a Patrol Officer, shall not be considered as part of the probationary period. The Employer will establish the hourly wage rate for Police Recruits who are engaged in training, which shall be less than the starting wage for a Patrol Officer.

~~All new employees shall be probationary employees until they have actually worked 18 (eighteen) months as a sworn patrol officer for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes that qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.~~

~~Employees who are hired and sent to the Police Academy, and who have not yet been sworn in as Patrol Officers, shall be referred to as Police Recruits. Time worked as a Police Recruit, prior to being sworn in as a Patrol Officer, shall not be considered as part of the probationary period. The Employer will establish the hourly wage rate for Police Recruits who are engaged in training, which shall be less than the starting wage for a Patrol Officer.~~

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Section 5.3: Seniority List. The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as the need exists. The names of all ~~employees, who~~employees who have completed their probationary ~~periods,~~periods shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the total selection process for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with respect to their first names. Challenges to posted seniority dates must be made within thirty (30) ~~(30)~~ days of the list being posted, or the list will be considered accurate.

Section 5.4: Loss of Seniority. An employee's seniority and employment shall terminate:

A. If he quits, retires, or is justifiably discharged.

~~A.~~

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B. If following a layoff, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the ~~Employer, or~~Employer or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

C. If he is absent for three (3) consecutive regularly scheduled working days without notifying his non-unit Supervisor or the ~~Director~~ Chief of Police ~~and Fire Services~~ within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.

D. When he has been laid off for a period of time equal to his seniority, provided he has maintained his eligibility for recall pursuant to Section 5.6 of this Article.

Section 5.5: Layoff and Bumping Procedure. When, in the judgment of the Employer, it is necessary to layoff, the affected employee or employees shall be laid off by inverse department seniority as defined in Section 5.1. Employees thus removed from a job classification shall exercise their classification seniority in Section 5.1 in any lower rated union classification, which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right. The layoff provision shall not apply where the application thereof would result in the Department being required to layoff an employee in possession of a special skill essential to properly perform the work available at the time of the layoff, not possessed by employees having greater seniority. Employees bumping into lower rated classifications shall be paid the rate of said classification.

A. ~~A.~~ The ~~Director~~ Chief of Police ~~and Fire Services~~, in consultation with the City Manager, will provide advance notice to the union of any pending layoffs.

Section 5.6: Recall Procedure. When recalling employees to work following a layoff, employees eligible to be recalled shall be recalled in inverse order of layoff, provided they have maintained their required certification(s) and are capable of performing their job.

A. ~~A.~~ When filling vacancies in a given classification, employees laid off from said classification shall first be recalled in inverse order of layoff before the promotional process is activated to fill said vacancies.

Section 5.7: Filling of Vacancies. ~~When the Employer determines it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification such permanent opening or vacancy shall be posted on the department bulletin board for a period of five (5) regularly scheduled working days, during which period employees may bid for such opening or vacancy by completing an appropriate application form in the Human Resources Department.~~

~~In order to be eligible for promotion under this procedure, an applicant must participate and progress through each scheduled step of the promotional process.~~

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~~A. Those employees who possess the necessary prerequisites for a given job opening and who apply therefore in accordance with Subsections 1. and 2. below, shall be given a written examination administered by the Human Resources Department.~~

~~1. The prerequisites for Detective shall be two (2) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer.~~

~~2. The prerequisites for Police Sergeant shall be four (4) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer or Detective. Promotion to Police Sergeant shall be determined by the Director Chief of Police and Fire Services.~~

~~B. Upon conclusion of the written examination, the test scores will be arranged in descending order starting with the applicant or applicants who received the highest test score downward to the applicant who received the lowest passing score. Passing score shall be 70% or above.~~

~~B. Those applicants who receive a passing score shall be given an External Board examination. The External Board will be composed of persons not in the employ of the City, preferably two (2) sworn officers of a rank higher than the position being interviewed for, one (1) civilian representing the general community interests and one (1) civilian representing a supervisory or management interest. All qualified applicants shall be rated by the same External Oral Board.~~

~~B. Upon conclusion of the External Board, the weights placed on each of the steps shall be as follows:~~

~~50% = Written Exam~~

~~50% = External Oral Board~~

~~The Director Chief of Police and Fire Services shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.~~

~~B. When an employee is awarded a job under this Section, he shall be on job probation and may be removed from there at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his new job classification unless in the case where the employee works 12 hour shifts his probationary period shall be 18 months. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job.~~

~~Once a vacancy has occurred and, through the above process, a promotional list has been established for that rank classification said promotional list shall remain in effect for a maximum of twelve (12) months or unless exhausted. Promotion, during the effective period of the list, shall be made from said list. Temporary promotions, during the effective period of the list shall be made from said list.~~

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When the Employer determines it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification such permanent opening or vacancy shall be posted on the department bulletin board for a period of five (5) regularly scheduled working days, during which period employees may bid for such opening or vacancy by completing an appropriate application form in the Human Resources Department.

In order to be eligible for promotion under this procedure, an applicant must participate and progress through each scheduled step of the promotional process.

A. Those employees who possess the necessary prerequisites for a given job opening and who apply therefore in accordance with Subsections 1. and 2. below, shall be given a written examination administered by the Human Resources Department.

1. The prerequisites for Detective shall be two (2) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer.

2. The prerequisites for Police Sergeant shall be four (4) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer or Detective Promotion to Police Sergeant shall be determined by the Police Chief.

B. Upon conclusion of the written examination, the test scores will be arranged in descending order starting with the highest test score downward to the lowest test score. A passing score shall be 70% or above. An applicant's written test score shall be valid for a period of two years from the date of the test. In the event of the need for another written test within two years, the applicant may choose to retake the test or use their existing written test score. If an applicant chooses to retake the test, the new written test score shall be used regardless of whether it is lower or higher than the applicant's previous test score.

C. Those applicants who receive a passing score shall be given an External Board examination. In the event seven candidates do not have a passing score, the highest seven scores shall be given an External Board examination. The External Board will be composed of persons not employed by the City, preferably two (2) sworn officers of a rank higher than the position being interviewed for, one (1) civilian representing the general community interests and one (1) civilian representing a supervisory or management interest. All qualified applicants shall be rated by the same External Oral Board.

D. Upon conclusion of the External Board, the weights placed on each of the steps shall be as follows:

50% = Written Exam

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50% = External Oral Board

The Police Chief shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.

E. When an employee is awarded a job under this Section, he shall be on job probation and may be removed from there at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his new job classification unless in the case where the employee works 12 hour shifts his probationary period shall be 18 months. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job.

F. Once a vacancy has occurred and, through the above process, a promotional list has been established for that rank classification said promotional list shall remain in effect for a maximum of twelve (12) months or unless exhausted. Promotion, during the effective period of the list, shall be made from said list. Temporary promotions during the effective period of the list shall be made from said list.

~~B.~~

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Section 5.8: Temporary Assignment (out of Grade Pay). In any case when an employee is qualified for and is temporarily required, in writing by the ~~Director~~ Chief of Police ~~and Fire Services~~ to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the salary rate of that class as though permanently promoted while so assigned. An employee, who is required to work in a higher class or position continuously for a period of more than five (5) days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class or position" and shall be paid retroactive to the first day assigned as above, unless the employee is so assigned for training purposes or as a vacation fill-in for a period of fifteen (15) work days. Said assignment for training shall not exceed four (4) calendar months within a twelve (12) month period, unless such assignment is a regular training opportunity in the Detective Bureau, which shall not exceed six (6) calendar months within a twelve (12) month period.

Section 5.9: Seniority Accumulation While Outside Unit. An employee who has been promoted or transferred from the bargaining unit to another position outside the bargaining unit, but within the Police Department as a sworn officer, shall continue to accumulate seniority within the classification from which transferred or promoted during the probationary period of the position or rank to which the employee is transferred or promoted. Upon successful completion of the probationary period in the new rank or position and the permanent appointment of the employee to the new rank classification or position, the promoted or transferred employee's classification seniority shall be as defined in Section 5.1 of Article 5. If at any time after an employee is promoted or transferred, the City eliminates the classification to which the employee was promoted or transferred or reduces the number of employees in said classification, thus requiring the removal of the transferred or promoted employee from a classification, said employee may exercise his/her classification seniority to return to any bargaining unit classification in which he/she has classification seniority. An employee displaced from his/her classification due to this Section shall have the right to bump to a lower classification within the provisions of this Agreement. Employees exercising their seniority to re-enter the bargaining unit under this Section shall not exercise seniority for matters that are in the current scheduling cycle, i.e., vacation, shift preference, and days off.

Section 5.10: Leave Day Selection. At the beginning of each yearly shift cycle, the Unit Commanders will post the available leave days for their respective unit. The most senior employee shall have the first choice of leave days in descending order to the employee with the least amount of seniority. These chosen leave days shall remain in force for a period of one (1) year and shall not be changed, unless the requesting employee can produce another employee from the same unit willing to change leave days, the latter being approved by the respective Unit Commander, or unless quits, reassignments, terminations, promotions or extended illnesses necessitate a reassignment of leave days to give proper shift coverage. Such reassignment shall be done in a manner as to affect the least possible number of employees.

A. ~~A.~~ Employees reassigned to a unit from another unit, if replacing a vacancy of an employee of that unit, shall receive the leave days assigned to the previous employee. If the reassignment to a unit is as an extra employee on the unit, the leave days will be assigned at the discretion of the Unit Commander. These leave days shall remain in force in accordance with provisions of Section 5.10.

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Section 5.11: Shift Cycle. Prior to each yearly shift cycle, each Patrol Officer may

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designate his/her preferred patrol shift. Individual preferences will generally be honored in seniority order except in exigent circumstances, such as training schedule needs, performance problems, separation of family members and cohabitants, turnover, etc. It is understood that moves based upon exigent circumstances may result in a more senior Patrol Officer losing his/her preferred shift, however, the least senior Patrol Officer will be moved whenever feasible.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1: Special Leaves of Absence. The Employer may grant special leaves of absence without pay to an employee who has completed his probationary period as follows:

A. ~~Director~~ The Chief of Police ~~and Fire Services~~ may authorize an employee to be absent without pay and/or benefits for purposes ~~to be deemed~~deemed beneficial to the City services provided it does not exceed thirty (30) working days in any calendar year. If an employee is given authorized leave without pay, they may maintain their benefits if they continue to pay the employee share of the benefits.

B. The City Manager may authorize an additional special leave of absence without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for purposes deemed beneficial to the City service.

Section 6.2: Sick Leave.

Effective from the initial date of employment, every seniority employee shall accrue sick leave at a total of eight (8) hours per completed calendar month of service, which includes any leave required under the Michigan Earned Sick Time Act (ESTA). Sick leave may be used when the employee is:

Incapacitated due to sickness or injury;

Quarantined; or

Caring for a seriously ill member of the employee's immediate family. In the event of death in a family member, sick leave may be used, in addition to bereavement leave, upon approval of the Police Chief.
Immediate family is defined under ESTA as:

- Child – biological, adopted, foster, stepchild, legal ward, or a child for whom the employee has day-to-day responsibility;
- Parent – biological, foster, adoptive, stepparent, legal guardian, or someone who stood in loco parentis;
- Spouse – legally recognized spouse or registered domestic partner;
- Grandparent or Grandchild – biological, foster, or step relationships;
- Sibling – biological, foster, adopted, or step-sibling.

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Employees may use earned sick time for:

- Their own mental or physical illness, injury, or health condition, including diagnosis, care, or preventive care.
- Care for a family member with mental or physical illness, injury, or health condition.
- Issues related to domestic violence or sexual assault, including medical care, counseling, legal services, or relocation.
- Public health emergencies, including workplace or school closures, or when a health authority determines whether the employee or family member poses a risk to others.

All foreseeable leaves require prior approval from the Police Chief. Abuse of sick leave will not be tolerated. A medical certificate will not be required for absences of three (3) consecutive days or less. For absences exceeding three (3) consecutive days, the City may require reasonable documentation that the earned sick time was used for a purpose permitted under the Earned Sick Time Act. The City reserves the right to address patterns of excessive use or suspected abuse of sick leave through its attendance and corrective action policies. Employees may be subject to counseling or discipline for misuse of leave, consistent with applicable law.
Sick leave will be deducted from accrued leave to the nearest 1/4 hour, as shown on the employee time record.

A. Employees must notify the Employer prior to the start of the shift, or as soon as circumstances allow, if absent. Sick leave will count as time worked for overtime purposes under Article 7, Section 7.2.

~~Effective with the initial date of employment, every seniority employee shall be granted eight (8) hours sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, injury, when quarantined, or in the event of serious illness in the employee's immediate family. In the event of death in an employee's immediate family, sick leave may be used, upon approval of the Director Chief of Police and Fire Services, in addition to bereavement leave. The immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brother, sister, current parents- in-law, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the Director Chief of Police and Fire Services. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) consecutive days or less, unless the employee has been notified in writing about excess use or abuse of sick leave within the previous twelve (12) month period. An employee will not receive a written notice unless he has first been verbally cautioned by his supervisor on at least one occasion during the previous twelve (12) month period. Sick leave usage shall be deducted from earned sick leave to the nearest 1/10 of an hour as shown on the employee time record. If the sickness or injury is of a nature, as determined by a doctor, that the employee can perform available work and if the Director Chief of Police and Fire Services determines that work is available which the employee can perform, as determined by a doctor, then the employee will report for said available work. The following shall also apply:~~

~~Any employee making a false claim for paid sick leave may be subject to disciplinary action or dismissal.~~

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~~An employee shall notify the Employer at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is going to be absent. It is understood and agreed that sick leave time used will be~~

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C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending on the circumstances involved.

D. Effective July 1, 2026, an employee of this unit that retires and is eligible for immediate pension benefits pursuant to the Employer's retirement program, shall be entitled to be paid up to four hundred eighty (480) hours of accumulated unused sick leave, unless an employee has accumulated nine hundred sixty (960) hours or more. Employees with 960 hours or more shall be paid fifty percent (50%) of their accumulated unused sick leave, up to a maximum of fourteen hundred forty (1440) hours accumulation. Therefore, the maximum amount an employee can be paid out is a total of seven hundred twenty (720) hours. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of this accumulated unused sick leave.

~~If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty (50%) percent of his accumulated unused sick leave credits, up to a maximum of one thousand four hundred and forty (1440) hours accumulation. Employees hired after May 19, 1990 and before July 1, 2012, shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of 120 days (960 hours) accumulation. Employees hired on or after July 1, 2012 shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of half of six hundred and forty (640) hours accumulation upon retirement and must be eligible for immediate pension benefits. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.~~

~~counted as time worked for the purposes of computing overtime pursuant to the provision of Article 7, Section 7.2 of this Agreement.~~

~~A. In order to accumulate sick leave for any given month, the employee must actually work or be on authorized paid leave, (excluding sick leave), vacation, Worker's' Compensation, or holiday for one hundred twenty (120) or more hours in said month.~~

~~B. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending on the circumstances involved.~~

~~C. If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty (50%) percent of his accumulated unused sick leave credits, up to a maximum of one thousand four hundred and forty (1440) hours accumulation. Employees hired after May 19, 1990 and before July 1, 2012, shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of 120 days (960 hours) accumulation. Employees hired on or after July 1, 2012 shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of half of six hundred and forty (640) hours accumulation upon retirement and must be eligible for immediate pension benefits. If an employee is discharged, is laid off, or quits, he~~

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~~shall not be entitled to payment of any portion of his accumulated unused sick leave.~~

~~D. "Serious illness" for an immediate family member will generally be interpreted as an illness requiring the attention of a medical professional and care by the employee or another immediate family member.~~

~~If any question exists about either of these standards, it is understood that the employee may be required to provide medical documentation to support both of these standards.~~

Section 6.3: **Pregnancy Leave.** Upon the request of an employee, the Employer will grant a leave of absence to employees who become pregnant consistent with the Family Medical Leave Act.

Section 6.4: Military Leave Any employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to such leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Military Leave Act~~CT~~, or any federal law or provision regarding military leave. Additionally, employees may be compensated with a "make up" provision (the differential amount between an employee's military pay and regular pay as bargaining unit member) for pay to be calculated upon what would be the employee's regular pay for normal shifts up to a maximum of fifteen military days upon presentation of competent orders to fulfill any military obligation including weekend drills.

Section 6.5: Two hundred (200) hours annually of total release time, with pay, during the entire term of the Agreement will be provided by the City to enable Bargaining Unit members

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to engage in Bargaining Unit activities. "Bargaining Unit activities" include: attendance at labor negotiations by bargaining team members; attendance by Bargaining Unit officials at grievance meetings; attendance by Bargaining Unit officials at other labor related meetings and at the annual POLC Labor Conference. All requests for release time must be in writing to the ~~Director~~ Chief of Police ~~and Fire Services~~. Approval may be denied in case of emergencies.

~~**Section 6.6: Bereavement Leave.**~~ **Section 6.6: Bereavement Leave** Employees shall receive the amount of pay they should have received for regularly scheduled shifts (12 and/or 8) on a straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) work days to make arrangements for and attend the funeral of a member of the employee's immediate family. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, current stepchildren, parents, brother, sister, or current parents-in-law, grandparents and grandchildren, current grandparents in law, and current stepfamily as indicated previously. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

~~**Employees shall receive the amount of pay they should have received on a regular eight (8) hour straight-time basis for time necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, current step-children, parents, brother, sister, or current parents-in-law, grandparents and grandchildren, current grandparents in law, and current step family as indicated previously. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.**~~

Section 6.7: Jury Duty. Employees who are eligible for jury duty pay and follow the appropriate department procedures to report to the summons and claim jury duty pay will be eligible to be paid the difference between the jury duty pay received and the balance of the scheduled patrol shift (12- or 8-hours). The Department reserves the right to reassign the affected employee to day shift and schedule for a 40-hour pay week while on jury duty.

A. In order to receive the payment referred to above, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payment and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

~~An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be~~

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~~paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at his regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours, he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year. If an employee, who is summoned for jury duty, is working the second or third shift, the Employer shall attempt to transfer the employee to the day shift for the days said employee is on jury duty.~~

~~A. In order to receive the payment referred to above, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payment, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.~~

Section 6.8: Family and Medical Leave. Full time employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the applicable City Personnel Policy.

A. Use of Leave Banks:

~~1.~~ Health Related Leaves: In all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use his unused sick leave credits. If the employee uses all his accrued unused sick leave while absent or does not have any

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1. unused sick leave credits, the employee must then use his accrued unused vacation time ~~off~~ until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

2. Parental Leaves and Military Exigency Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child or involving a qualifying exigency related to a family member's current or impending active military service (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

3. Worker's Compensation Leaves: The Employer may simultaneously designate a health leave resulting from a work related injury as FMLA leave. In such cases, the employee will not be required to use paid sick leave bank time because the worker's compensation statute provides for alternate income replacement.

   In the event the employee is shot or stabbed in the line of duty and/or sustains injury while enforcing local, state or federal law resulting in the employee being unable to work for more than 72 hours, the Employer will not concurrently designate the worker's compensation leave as covered by the FMLA until such time as the worker's compensation leave exceeds six (6) calendar weeks.

B. Verification: For all qualifying absences involving the serious health condition of the eligible employee or his family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Medical and/or other verification may be required in accordance with the FMLA statute and regulations. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

ARTICLE 7 - HOURS

Section 7.1: **Work Day, Work Week**. ~~The normal work day shall consist of twelve (12) or eight (8) hours per day consistent with the Letter of Understanding. The normal work week shall consist of forty (40) hours per week. However, it is understood and agreed that due to shift changes in a given work week or work day an employee may work more than forty (40) hours per week or eight (8) hours per day. In cases of special unit assignment, the Chief, the Union representative and the affected employees shall determine the hours of work and method of payment for said hours.~~

~~Patrol Officers may trade work-day assignments (full work days only) with another Patrol Officer~~

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~~within the same pay period, subject to Command approval.~~

The normal bi-weekly pay period will consist of 80 hours. The normal pay period will consist of six 12-hour shifts and one 8-hour shift. Employees on each shift will be allowed to select which shift day will be scheduled as 8 hours. Employee 8-hour shift selections will be considered in seniority order. All 8-hour shifts will be a continuous period of 8 work hours, either commencing at the beginning of a regular 12-hour shift or ending at the end of a regular 12-hour shift.

Patrol sergeants will have the flexibility to alter a patrol officer's 8-hour day to another assigned shift in the same pay period, subject to Command approval and taking into consideration community needs. Command staff can also approve changes in a patrol sergeant's 8-hour shift in the same pay period, taking into consideration community needs.

In the event that fewer than 80 hours have been scheduled for a patrol employee during a pay period, the employee will be responsible to work with the appropriate supervisor to work the additional hours necessary to complete the normal biweekly 80 hours or to use approved leave time to make up for that difference.

A. Staffing Levels. Selection of 8-hour shifts will be restricted, in consideration of vacation selections, sick leave use and the Police Chief's desire to maintain staffing levels, as follows:

   Day shift (Shifts IA and IB): Minimum of five (5) patrol officers working from 1030 to 1800 hours.

   Night shift (Shifts IIA and IIB): Minimum of six (6) patrol officers working from 830 to 0200 hours.

B. Breaks. Patrol employees working a 12-hour shift will be allowed a paid 45- minute lunch break; patrol employees working an 8-hour shift will be allowed a paid 30-minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to patrol employees.

C. Time Trades. Patrol officers working a 12-hour shift may trade workday assignments. All trades must occur within the same pay period and are subject to Command approval.

Section 7.2: Overtime/Compensation Time Option. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day unless said work in excess of eight (8) hours is due to shift changes or unless the Chief of Police, the Union and Special Unit Employees have agreed to work hours in excess of eight (8) hours per day. The employee, as at his option, may elect to take his overtime as compensatory time off provided that he has not accumulated one hundred twenty (120) hours of compensatory time. All employees who have accumulated one hundred and twenty (120) or more hours as of June 30, in any year shall not be allowed to accumulate

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any more compensatory time off. Employees who have more than one hundred and twenty (120) hours of compensatory time as of July 1 each year must use all hours over one hundred twenty (120) by June 30 each year or the City shall pay off all hours in excess of one hundred and twenty (120).

A. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Police Chief, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

B. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime and who refuse shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. Special event overtime shall be posted for voluntary sign-up. In the event that such overtime is not filled voluntarily by suitable employees, the Employer shall fill such requirement in its discretion.

C. The opportunity to work overtime will be offered in descending order based on seniority.

D. Overtime assignments to cover shift shortages with little or no advance notice will be made by selecting volunteers from the shift presently on duty, with the highest in seniority to the least. However, it is understood that no employee will be allowed to work more than sixteen (16) hours straight (except in emergencies).

E. If the patrol supervisor(s) has (have) sufficient advance notice, overtime assignments to cover shift overtime will be made using the patrol seniority list. The opportunity to work overtime will be offered in descending order based on seniority. Officers not on duty due to approved leave (vacation, holiday, compensatory time, etc.) will be called, subject to the following understanding: if one of those employees accepts the offer to work, then the employee will forfeit the approved leave (the approved leave will be returned to the employee's leave bank) and work the shift are his/her regular hourly rate (i.e., straight time).

F. When there are no volunteers, the employee with the least seniority will be ordered to work unless that employee presents an excuse acceptable to management, in which case the next least senior employee will be ordered to work. No patrol officer will be

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ordered to work overtime to patrol shift shortages on two consecutive leave days

G. If the supervisor is unable to reach any employee by telephone, then the supervisor may move on to the next senior employee.

~~Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day unless said work in excess of eight (8) hours is due to shift changes or unless the Director Chief of Police and Fire Services, the Union and Special Unit Employees have agreed to work hours in excess of eight (8) hours per day. The employee, as at his option, may elect to take his overtime as compensatory time off provided that he has not accumulated eighty-four (84) hours of compensatory time. All employees who have accumulated eighty-four (84) or more hours as of June 30, in any year shall not be allowed to accumulate any more compensatory time off. Employees who have more than eighty-four~~

~~(84) hours of compensatory time as of July 1 each year, must use all hours over eighty-four~~

~~(84) by June 30 each year or the City shall pay off all hours in excess of eighty-four (84).~~

~~A. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Director Chief of Police and Fire Services, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.~~

~~B. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime and who refuse shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. Special event overtime shall be posted for voluntary sign-up. In the event that such overtime is not filled voluntarily by suitable employees, the Employer shall fill such requirement in its discretion.~~

Section 7.3: Call In. When an employee is called in to perform work at a

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time other than for which he had previously been scheduled, he shall receive not less than four (4) hours of pay at time and one-half (1-1/2) his regular straight-time hourly ~~rate, or~~rate or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins for court or administrative hearings, obtaining warrants, or call-in for discipline. Call-in pay shall not be paid more than once in any twelve (12) hour period. Employees called in to work for training purposes at a time other than for which they had previously been scheduled shall receive not less than two (2) hours of pay at time and one-half (1-1/2) their regular straight- time hourly rate.

Section 7.4: **Overtime Work Requirements**. For the purposes of this section "scheduled overtime" is that overtime that is scheduled and made known to the employee with at least forty-eight (48) hours of advance notice for which the employee will receive a minimum of two (2) hours of overtime compensation unless immediately preceding or following a regular shift. "Unscheduled overtime" is that overtime that is scheduled or unscheduled for which less than 48 hours' notice is given to the employee. The employee will receive not less than four (4) hours of compensation at the overtime rate or the actual time worked, whichever is greater.

This provision will not apply to overtime worked immediately preceding or following a regular shift.

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A. When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half (1-1/2) his regular hourly rate of pay, whichever is greater. The employee, at his/her option, may elect to take his/her paid time in compensatory time off provided he/she has not accumulated eighty-four (84) hours of compensatory time. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs as a continuation of the employee's regular work shift. The payment for time necessarily spent shall not include any lunch recess taken by the court or administrative agency. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the Employer.

B. When an employee is required to return to work during off-duty hours for the purpose of obtaining a warrant he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

C. Employees required to report to work for a disciplinary conference which may result in a disciplinary layoff or discharge, shall receive no compensation. If an employee is called into work to receive a verbal or written warning, he shall be compensated in accordance with Section 7.3 above. However, an employee may be held over after his regular shift for up to thirty (30) minutes or be required to report thirty (30) minutes before his or her regular starting time for purposes of receiving a verbal or written warning without compensation.

Section 7.5. Special Assignments. Special assignments may be exempt from 12-hour patrol shift scheduling and may be required to remain on an 8-hour schedule.

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ARTICLE 8 - WAGES

Section 8.1.: Rates of Pay.

Please see Appendix A- Wage Schedules.

Year 1- 3%
Year 2- 3%
Year 3- 3%
Year 4- 3%

Patrol Officers and Detectives hired on or before July 1, 2012, shall receive an annual lumpsum payment of $1,500 after seven (7) years of service until the twelfth (12) year, annual lumpsum payments of $2,250 after twelve (12) years of service until the eighteenth (18) year; and annual lumpsum payments of $3,000 after eighteen (18) years of service.

Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct contribution to the MERS HCSP. Any lumpsum payment designated for contribution to the employee's Section 457(b) deferred compensation plan shall be subject to all applicable Internal Revenue Service (IRS) annual contribution limits. If the lumpsum payment would cause the employee to exceed the applicable annual contribution limit, the amount in excess of the allowable contribution shall, at the employee's election, be contributed to the applicable Health Care Savings Program (HCSP), if permitted, or paid to the employee through payroll, subject to all applicable taxes and withholdings.

Section 8.2~~1~~: Uniforms and Plain Clothes. The uniform policy and allowance shall be for special unit employees and plainclothes employees as determined by the ~~Director~~Chief. Employees assigned to the detective bureau will be eligible for a maximum clothing allowance of $800 annually for business attire on an as needed basis as determined by the ~~Director~~Chief. Employees assigned to undercover assignments will be eligible for a maximum of $300 for plain clothes and $500 for business attire on an as needed basis as determined by the ~~Director~~Chief.
The Employer shall reimburse, up to the amount of two hundred dollars ($200.00), to the employees for an approved style of uniform boots or shoes. Employees in plain clothes or undercover assignments may use the shoe reimbursement for dress shoes or uniform shoes, but not for both in the same contract year. This reimbursement shall be allowed one time per contract year as needed. This amount shall not be allowed to roll over to the following year if not used by the employee.

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~~The Employer shall reimburse, up to the amount of one hundred thirty dollars ($130.00), the employees for an approved style of uniform boots or shoes. Employees in plain clothes or undercover assignments may use the shoe reimbursement for dress shoes or uniform shoes, but not both in the same contract year. This reimbursement shall be allowed one time per contract year as needed. This amount shall not be allowed to roll over to the following year if not used by the employee.~~ In addition hereto, the City hereby agrees to

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supply all required uniforms to the uniformed personnel covered by this Agreement. The City will repair or replace items of personal clothing of plainclothes employees covered by this Agreement, which may be damaged in the course of their duties with the Jackson Police Department not to exceed one hundred fifty dollars ($150.00) per incident.

Section 8.3: Field Training Officer (FTO) Pay. All Jackson Police Department officers below the rank of Sergeant who are assigned Field Training Officer (FTO) duties are authorized, without supervisory approval, up to four (4) hours overtime/compensatory time per week to complete the necessary administrative tasks associated with their duties.

In order to be eligible for this overtime, the FTO must have had a trainee assigned to him/her for the entire week in which the overtime is accrued and shall submit any required documentation of such overtime work.

Additional Pay for FTO:

a. For each day that a FTO has a trainee, the FTO shall be compensated one additional hour of pay at their current rate.
b. In order to be eligible for this one hour of additional pay, the FTO must have the trainee for at least eight hours during the shift.
c. The FTO shall not be compensated any additional amount on the days they have a trainee less than eight hours during the shift.

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ARTICLE 9 - HOLIDAYS

Section 9.1: ~~The following days shall be recognized as holidays:~~ The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

POLC members serving in a plainclothes or special assignment shall celebrate the above holidays: on a Friday if the actual holiday falls on a Saturday; and on a Monday if the actual holiday falls on a Sunday. Any exceptions to the language in this paragraph shall be agreed to by the Bargaining Unit and Employer.

~~New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.~~

~~POLC members serving in a plainclothes or special assignment shall celebrate the above holidays: on a Friday if the actual holiday falls on a Saturday; and on a Monday if the actual holiday falls on a Sunday. Any exceptions to the language in this paragraph shall be agreed to by the Bargaining Unit and Employer.~~

Section 9.2: Qualification for Pay. To qualify for holiday pay under this Article, an employee must be a regular full-time employee and must have worked all of the scheduled hours during the work day prior to the holiday and the next scheduled work day following such holiday, except in cases where the employee's absence on such day(s) is due to approved time off excluding sick time.

Section 9.3: Compensatory Time for Holidays. Employees shall be paid 2.5 times their straight hourly rate of pay for holidays worked. When an employee is not scheduled to work and does not work, he/she shall receive eight (8) hours of straight-time pay. Employees scheduled to work the holiday but given the day off, will be paid their regular shift hours at straight time (either 8 or 12 hours).

Section 9.4: Option to Work Holiday. The senior employee, within a classification within a given unit, will be given the option to work or take a layoff when the City reduces its work force on a holiday.

ARTICLE 10 - VACATIONS

Section 10.1: **Scheduled Vacation Accrual**. Employees who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

Years of Service	Annual Accrual*	Annual Carryover
Between 1 and up to 5	80	Up to 40
Between 5 and up to 7	96	Up to 40
Between 7 and up to 10	120	Up to 80

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Between 10 and up to 15	144	Up to 80
Between 15 and up to 20	160	Up to 80
20 or more years	200	Up to 80

Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave. Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave.

Section 10.2: Vacation Pay. A day of vacation pay as provided for in Section 10.1 above shall equal eight (8) hours of pay at the employee's straight-time rate of pay at the time the employee takes his vacation.

~~**Section 10.3: Vacation leave Scheduling**. The Director Chief of Police and Fire Services shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and work load requirements as determined by the Director Chief of Police and Fire Services. Vacation leave shall be granted giving preference to the classification within a given unit. In the event two (2) or more employees in the same classification in the same unit desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of classification seniority within the assigned unit shall select alternative dates for his vacation.~~

Section 10.3: Vacation leave Scheduling. The Police Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and workload requirements as determined by the Police Chief. Vacation leave shall be granted giving preference to the classification within a given unit. In the event two (2) or more employees in the same classification in the same unit desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of classification seniority within the assigned unit shall select alternative dates for his vacation.

Members of this unit will be guaranteed two vacation picks at each shift change. Members will select their first pick by seniority. Once this is completed, the process will repeat itself for a second pick.

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Section 10.4: Vacation Pay at Termination. If an employee with less than five (5) years —of service, who is otherwise eligible for vacation with pay, quits, or is discharged and is not reinstated on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

Effective for retirements on or after January 1, 2002, the employee will receive vacation or a lump sum payoff for vacation accrued in his/her final year of employment if the employee was physically present and worked at least the number of hours for which accrued vacation will be used or earned. Employees retiring prior to working the full number of hours in their vacation bank during their last year shall be eligible for vacation or vacation lump sum payoff on a prorated basis (one hour of accrued vacation used or paid for each hour present and worked).

Examples: (1) an employee accruing 200 hours of vacation on January 1 must work at least 200 hours to use that vacation or receive the lump sum payoff; (2) an employee who works 80 hours after January 1 and retires will only be allowed 80 hours of the newly accrued vacation to use or as a lump sum payoff.

The minimum work hour restrictions shall not apply to use of or pay-out for vacation carried over for the previous year.

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ARTICLE 11 - INSURANCE

Section 11.1: - Current Employees.
Each full-time employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and if offered, any prescription drug plan provided by the Employer. Employees will share the cost of the deductible as follows: $500 Employee/$4,500 City for single or $1,000 Employee/$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage).

However, effective July 1, ~~2015~~2015, all City employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee choses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered between May and July of EACH calendar year. Upon receiving a positive test result (i.e. nicotine in your system), as well as those who choose to opt out, the employee shall be required to pay an additional 30% towards that year's health insurance premium. An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager

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The current annual cash in lieu of receiving City health insurance:

Single	$1,500
Two Person	$1,850
Family	$2,200

Spouse Healthcare Eligibility: Effective July 1, 2026, if a member's spouse has available employment group health coverage with another employer, the spouse is not eligible to be covered under the City of Jackson's medical plan unless the monthly cost schedule for that spouse's own employer group health plan exceeds 150% of the in-force employee monthly contribution schedule for the City's medical plan. The cost calculation for the spouse's available coverage does not include any opt-out payments that would cease if the spouse elects their own employer group plan.

~~Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under his/her own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary, once a copy of the primary insurance cards are received by the City of Jackson. If the premium share of the spouse's costs for their own employer's health insurance plan is more than $1800 annually for single coverage or more than $2400 annually for two person or family coverage, effective July 1, 2012, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.~~

Section 11.2: Retiree Health Insurance – Employees Hired Before July 1, 2012.

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~~**Full Service Retirees:**~~

~~All service members covered by this Agreement and who meet the requirements of a full service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family).~~

~~**Non Full Service Retirees:**~~

~~All non-service members covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:~~

~~Retiree Premium Share~~

~~Duty disability retiree, must have at least 10 years of full time City service to be eligible~~	~~30%~~
~~Non-duty disability retiree must have at least 20 years of full time City of Jackson Police service to be eligible for retiree~~	~~50%~~
~~Non-duty disability retiree must have at least 25 years of full time City of Jackson Police service to be eligible for retiree healthcare for a 25 year and~~	~~45%~~

Full-Service Retirees:

All service members covered by this Agreement and who meet the requirements of a full-service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family). However, subsection 11.1 Spouse healthcare eligibility does not apply.

Non Full-Service Retirees:

All non-service members covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:

Duty disability retiree, must have at least 10 years of full time City service to be eligible for retiree health insurance	30%

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Non-duty disability retiree must have at least 20 years of full time City of Jackson	50%
Non-duty disability retiree must have at least 25 years of full time City of Jackson Police service to be eligible	45%

Coverage for Full Service & Non Full-Service Disability Retirees

The specified insurance coverage and Employer's liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. A retired employee, who ceases to be covered by the Employer's insurance because of his employment or his spouse's' employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer's insurance coverage described in this section. If a retiree who retires after the execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage, and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of $250 per month for the retiree or $450 per month for the eligible retiree and spouse, or the city's actual cost to provide said insurance respectively, or the retiree may receive this stipend to purchase alternate coverage.

~~The specified insurance coverage and Employer's liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. A retired employee, who ceases to be covered by the Employer's insurance because of his employment or his spouse's' employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer's insurance coverage described in this section. If a retiree who retires after the~~

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~~execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.~~

~~If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.~~

~~When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of~~
~~$250 per month for the retiree or $450 per month for the eligible retiree and spouse,~~

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~~or the city's actual cost to provide said insurance respectively, or the retiree may receive this stipend to purchase alternate coverage.~~

Section 11.3: Retiree Health Insurance – Employees Hired On/After July 1, 2012:

All employees Hired On/After July 1, 2012 will not be eligible for health insurance in retirement. Full time employees will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer and employee shall contribute annually to be the RHS plan according to the table below. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

Employer	Employee Contribution
$2,750	$600

Section 11.4: Life Insurance.
The Employer is entitled to select a provider for life insurance coverage for members of this unit. The Employer will provide all eligible regular full time employees with term life insurance equal to one (1) time~~s~~ their annual earnings, but in no case shall it be less than
$30,000 or more than $125,000, and rounded to the next highest multiple of $1,000. If the employee wishes to have additional life insurance coverage (up to a combined maximum of five (5) times annual salary or up to $400,000) it shall be at their expense. The Employer will likewise provide for payment of five thousand dollars ($5,000) ~~dollars~~ accidental death benefit for any employee killed in the performance of his duties with the City of Jackson.

Section 11.5: Dental/Optical Reimbursement. The Employer will credit each full-time employee with a dental and optical credit every pay period. The credit amount is a total of $750.00 per fiscal year. The amount is listed in the earnings section of an employee's paystub.~~The Employer will reimburse employees for proven dental and/or optical expenses, not to exceed SEVEN hundred fifty ($750.00) combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carryover of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source, i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by~~

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~~the Employer reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or optical expenses shall require the employee's certification that the coverage is not available from any other source.~~

Section 11.6: National/State Health Care. If, during the term of the parties' agreement, the federal or state government implement a health care plan that replicates all or part of the health insurance benefits provided by the Employer, the parties will re-open negotiations on this subject with the goal of achieving an agreement on ensuring the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

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ARTICLE 12 – PENSION

Section 12.1: Duty Disability. An employee covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated as 66-2/3% of final average compensation. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).

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Employees hired on or after July 1, 2012 who are eligible for a duty-disability pension as provided by Act 345 shall receive a pension to age fifty-five (55) calculated at sixty-six and two-thirds (66-2/3%) of the average final compensation.

Section 12.2: Non-Duty Disability Pension Calculation. ~~An employee covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at 2½% of final average compensation multiplied by years of service. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).~~

~~An employee hired on or after July 1, 2012 covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at one and one-half percent (1.5%) of average final compensation multiplied by the first twenty-five years (25) years of service, plus 1.0% of the average final compensation for service years in excess of twenty-five (25).~~

An employee covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at 2½% of final average compensation multiplied by years of service. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).

An employee hired on or after July 1, 2012, covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated using a multiplier of 2.75% for the first 25 years of service and then 1.0% for years of service in excess of 25 years.

Section 12.3: Service Retiree Pension Calculation. All Union members eligible for membership in the Act 345 retirement shall come under the terms of said Retirement System providing they satisfy the following years of service and age requirements and the following table:

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ire Date		Years of Service	Age	Multiplier first 25 years of Service	Multiplier for years of service	Pension Cap	Annuity Withdrawal	Final Average Compensation
On or before Decembe 31, 1998		25	Any	2.9%	1.0%	71%	2.25% on contributions made on or before December 31, 2003 8% on all contributions made on or after January 1, 2004 **Special Provision** – anyone retiring in calendar years 2017, 2018, 2019, 2020, 2021 with a full service retirement will have their contributions	Final Average compensation shall be calculated based upon the average of the employees final 4 years of service
After anuary 1 1999 an d before before June		25	50	2.9%	1.0%	70%	5.5% on contributions made on or before December 31, 2003, and 8.25% on contributions made on or January 1, 2004	Final Average compensation shall be calculated based upon the average
After July 1, 2012 and before June 30, 2016		28 years of service and 53 years of age		1.5%	1%	60%	8.25% on all contributions	Final Average compensation shall be calculated based upo

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~~After July 1, 2016~~	~~30 years of service and 54 years of age~~		~~1.5%~~	~~1%~~ ~~26~~	~~60%~~	~~8.5% on all contributions~~	~~Final Average compensation shall be calculated based upo~~

Hire Date	Years of Service	Age	Multiplier first 25 years of Service	Multiplier for years of service after 25 years	Pension Cap	Annuity Withdrawal	Final Average Compensation
On or before December 31, 1998	25	Any	2.9%	1.0%	71%	2.25% on contributions made on or before December 31, 2003 8% on all contributions made on or after January 1, 2004 Special Provision - anyone retiring in calendar years 2017, 2018, 2019, 2020, 2021with a full service retirement will have their contributions discounted by	Final Average compensation shall be calculated based upon the average of the employees final 4 years of service Special Provision- Deleted to accommodate extra years in AW section
After January 1, 1999 and before June 30, 2012	25	Any	2.9%	1.0%	70%	5.5%on contributions made on or before December 31, 2003, and 8.25% on contributions made on or January 1, 2004	Final Average compensation shall be calculated based upon the average of the employees final 5 years of service
After July 1, 2012 and before June 30, 2016	25	Any	2.75%	1%	75%	8.25% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service

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After July 1, 2016	25	Any	2.75%	1%	75%	8.5% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service

Section 12.4: Participation in Act 345 System. All unit members will participate in the Act 345 Retirement System and may continue to participate in a 457 plan (i.e., deferred compensation plan) offered by the City.

~~All unit members who are currently members of the Act 345 Retirement System shall remain members of that System. All employees who are hired after May 19, 1990 and before July 1, 2012, shall only be eligible to become members of the Act 345 Retirement System. Employees hired before July 1, 2012 who are only in the defined benefit Act 345 pension system may continue to participate in a 457 plan (i.e., deferred compensation plan), but will not be eligible for participation in the defined contribution system.~~

Section 12.5: Purchase of Cadet ~~Officer~~ Service Time) Cadets who are promoted into the unit after July 1, ~~2008~~2008, and have not had a break in service shall be allowed to purchase such prior service as ~~CSOs~~ Cadets by paying an amount to the City of Jackson Act 345 Pension System equal to the actual cost for adding such service time as determined by the pension system actuary. They must exercise this option within one calendar year after the date they are promoted into the unit and complete payment within two years of the promotion into the unit. If payment is not made within the two calendar year period, they shall not be permitted to purchase such service after that date

The purchase of this prior service shall be for pension purposes only under Act 345 and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters except reaching eligibility requirements for service retirement under Act 345.

Section 12.6: Benefit for Disability Retiree's Surviving Spouse. Upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his or her surviving spouse equal to 50 percent of what would have been the deceased employee's normal regular pension calculated at the time of retirement had the deceased employee taken a normal retirement. Except as altered by this Agreement and other agreements between the parties, the retirement benefits received in accordance with Act 345 of 1937 as last amended shall be provided in said Act.

Section 12.7: Purchase of Military Service Time. For any member wishing to retire as a service retiree with military buyback must pay to the City the actual cost as determined by the City's actuary of such military buyback. If the employee upon retirement elects the Employee Contribution Withdrawal Option, the employee contribution withdrawal shall be reduced by the amount paid by the employee for the military buyback option excluding any interest earned. The

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amounts used for this computation will be calculated by the Employer's actuary using the rate of assumed investment return for immediate annuities in effect on the date of retirement and based upon a 2.5 multiplier.

Total buyback of military time cannot exceed a total of five (5) years and shall not be counted towards their minimum service requirements to qualify for retirement but shall be included in their final average compensation. Prior service credit purchased for military service shall be for Act 345 retirement and pension purposes only, and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters.

Section 12.8: ~~-~~Pension Multiplier and Employee Contribution.~~-~~

Pension contributions are as follows:

Member Contribution Rates- (Ultimate Rates)-	From January 1, 2029	Cont. Increase
Police Officers -Hired before 6/30/2012	12%	+0.00%
Police Command-Hired after 7/1/2012	13.00%	+5.50%
Member Contribution Rates- (Temporary Rates) (Temporary Additional Member Contribution (5 Year UAAL Amortization)	January 1, 2026, until December 31, 2028	Cont. Increase
Police Officers -Hired before 6/30/2012	13.5%	+0.00%
Police Officers-Hired after 7/1/2012	14.5%	+5.50%

~~Pre June 30, 2012 hires: member contributions shall be 12%.~~

~~Post July 1, 2012 Employees (Hybrid) member contributions shall be 6%.~~

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ARTICLE 13 - GENERAL

Section 13.1: The parties recognize the right of the Employer to promulgate reasonable work rules, regulations and orders; however, none of the above shall be inconsistent with the terms and conditions of this Labor Agreement. In addition, any disciplinary action taken may be reviewed by exercise of the Grievance Procedure.

Section 13.2: The Union shall have the right to use departmental facilities and equipment, including typewriters, Xerox machines and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The Union shall be responsible for such equipment and pay for the actual cost of all materials and supplies incidental to such use.

Section 13.3: The Union shall have the right to use departmental mailboxes to notify the Union members of meetings, special notices and other written communications as determined by duly elected Union representatives.

Section 13.4: The Union shall be provided suitable bulletin board space at Police Headquarters for the posting of Union notices of the following type:

A. Notices of recreational and social events of the Union;

B. Notices of Union elections;

C. Notices of results of Union elections;

D. Notices of meetings of the Union; and

E. Such other notices approved by the ~~Director~~ Chief of Police ~~and Fire Services~~.

Section 13.5: It is hereby agreed between the parties that in the event any person ~~may~~ makes a complaint against a Police Officer with the Department~~,~~ which requires investigation, the City will give notice of such complaint to the Officer involved within fifteen (15) days after completion of the investigation.

Section 13.6: In the event the Chief of Police has reason to believe an employee, as a result of physical or mental illness or disease, is unable to perform his duties, a physical or mental examination can be ordered. If the employee disagrees with the Employer's doctor's findings, the employee may obtain, at his own expense, a physical or mental examination by a doctor of his own choice. Should there be a conflict in the findings of the two doctors, then a third doctor, mutually satisfactory to the Employer and the Union, shall give the employee a physical or mental examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. If an employee is found to be medically able to perform his job, any sick leave credits used as a result of this Section shall be reinstated. An employee determined to be physically or mentally disabled as provided herein shall be placed on medical layoff and said employee shall be entitled to make use of other leaves

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of absence provisions, including long-term disability provisions by charter, and shall not suffer loss of seniority if unable to work under these conditions. It is further understood that findings as provided by the medical panel do not limit employee's rights under the Worker's Compensation Act.

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A. ~~A.~~ Employees who have a physical defect, caused by a duty-related injury on or before January 10, 1979, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had on January 10, 1979.

Section 13.7: Physical Agility Testing

A. All employees covered by this Agreement and have elected the physical agility option, may take a physical agility test on an annual basis. The test will be administered once per year.

B. The It's Your Life program shall continue through Fall 2026 due to enrollment being completed in Spring 2026. Beginning in 2027, the current Physical Agility Test language outlined in the Collective Bargaining Agreement shall be honored in all subsequent years. The Employer and the Union both agree to work out the parameters of the agility testing by the end of the 2026 calendar year.

~~B.~~C. Before an employee can take the physical agility test, the employee must successfully complete a medical examination and obtain a medical release to take the physical agility test. This annual examination will be at the Employer's expense. An effort will be made by the Employer to schedule the medical examination on duty, however, if it is not possible to schedule the exam on duty the employee will not be compensated for the time involved in completing the examination. Any employee who fails the first medical examination will be allowed, at their own time and expense to obtain a release from a medical physician of their own choosing. The medical release must state that the employee is physically able to take the physical agility test. The Employer may pay for a second medical examination at the discretion of the Chief of Police.

~~C.~~D. Employees covered by this Agreement who are unable to take the physical agility test for whatever reason will not be compensated.

~~D.~~E. Employees sustaining an injury while taking the physical agility test will be classified as injured on duty.

F. The Jackson Community College Health and Physical Fitness Department, other appropriate facility and/or the Employer will provide the physical agility test to employees covered by this Agreement. The parameters of the test must be agreed to by both the Union and the Employer before the test is to be given. In the event no reasonable test is given, all employees covered by this Agreement will receive a minimum award of $365.00.

~~E.~~G. The remuneration for the employees passing the physical agility test will be as follows:

~~F. The remuner employees passing the physical agility test will be as~~

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"Fair" rating	$365.00
"Good" rating	$487.00
“Excellent" rating	$608.00
"Superior"	$730.00

1. If an employee receives a minimum of a "fair" rating during the first testing in any calendar year and wishes to improve his/her rating during the second

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1. testing period in the same calendar year, the employee will reimburse the Employer for the cost associated with administering the second test. Both tests must administered during the same calendar year. Employees who fail to meet a minimum of a "fair" rating during the first testing period in the calendar year will not be required to reimburse the Employer for the costs of taking the second test that year.

2. The employee will have the option of selecting the highest rating received and will be reimbursed at that rate. Payment will be made as soon as possible after the employee makes the determination of which rating he/she wishes to use and so advises the Employer.

~~G.~~H. The Employer will furnish all employees covered by this Agreement at the Employer's expense, access to facilities to aid the employee in preparation for the physical agility test. Employees will be reimbursed for proven expenses at an approved facility not to exceed the cost of the basic membership at the Y Center if the member uses that facility (as determined by the anniversary date of the employee's previous membership date) provided the employee shows proof of at least eighty-four (84) visits to the approved facility. The member must choose only one training facility each year.

~~H.~~I. No disciplinary action shall result against any employee covered by this Agreement who fails the physical agility test.

Section 13.8: Equipment. The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 13.9: Tuition Reimbursement. The City agrees to furnish the full cost of tuition, books required and fees for approved undergraduate courses of study and/or approved courses within an undergraduate degree for employees covered by this Agreement, when such costs are not covered by other programs. Any such courses must have written approval of the ~~Director~~ Chief of Police ~~and Fire Services~~ prior to taking such course to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table; and in order to be eligible for reimbursement of tuition, books and fees, the employee must successfully complete the class with a grade of "C" or better or its numerical equivalent.

Section 13.10: **Report to Duty** All sworn Jackson Police Department personnel are obligated to report to work to their assigned duty station at properly assigned times or receive an excuse for the absenteeism from their immediate available superior. In cases of natural disaster or extreme weather conditions, the department will make every reasonable effort within their resources to assist employees in meeting their work obligations. However, an employee who does not report for work at his assigned duty station shall not be paid.

Section 13.11: Residency. The City will offer a $1,500.00 a year residency allowance for bargaining

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unit employees who live inside of the City of Jackson limits. The residency allowance is paid for each consecutive 12 month period of City residency and full time City employment. Additionally, the allowance will be paid for each consecutive 12 month period of city residency and full time City employment and is paid the following month after the full year of residency and employment are established. The allowance is only payable to one (1) City employee per household per year.~~The City will offer a $250 a year residency allowance for bargaining unit employees who live inside of the City of Jackson limits. The residency allowance is paid for each consecutive 12 month period of City residency and full time City employment. Additionally, the allowance will be paid for each consecutive 12 month period.~~

~~of city residency and full time City employment and is paid the following month after the full year of residency and employment are established. The allowance is only payable to one (1) City employee per household per year.~~

Section 13.12: **Invalid Provisions** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 13.13: Collective Bargaining The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 13.14: Severability No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing including Civil Service Rules and Regulations and Personnel Policy and Procedures which are inconsistent with any term of this Agreement.

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ARTICLE 14- DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the 30th day of June 2030, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

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Executed this _____ day of _____, 2026 in Jackson, Michigan.

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_____

Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2026
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	61,526	65,312	69,098	72,238	75,733	79,310	81,266	83,325	85,363
	Bi-Wkly	2,366.40	2,512.00	2,657.60	2,778.40	2,912.80	3,050.40	3,125.60	3,204.80	3,283.20
	Hourly	29.58	31.40	33.22	34.73	36.41	38.13	39.07	40.06	41.04
83	Annual	69,098	70,678	72,238	75,733	79,310	82,514	85,301	87,464	89,606
	Bi-Wkly	2,657.60	2,718.40	2,778.40	2,912.80	3,050.40	3,173.60	3,280.80	3,364.00	3,446.40
	Hourly	33.22	33.98	34.73	36.41	38.13	39.67	41.01	42.05	43.08
84	Annual	72,238	73,965	75,733	79,310	82,514	85,904	89,565	91,874	94,099
	Bi-Wkly	2,778.40	2,844.80	2,912.80	3,050.40	3,173.60	3,304.00	3,444.80	3,533.60	3,619.20
	Hourly	34.73	35.56	36.41	38.13	39.67	41.30	43.06	44.17	45.24

*Including one year at preceding rate

82 - Patrol Officer
83 - License Enforcement Officer
84 - Detective and Constable

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service.

Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18) years of service. Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct

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Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2027
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	63,378	67,267	71,178	74,402	78,000	81,682	83,699	85,821	87,922
	Bi-Wkly	2,437.60	2,587.20	2,737.60	2,861.60	3,000.00	3,141.60	3,219.20	3,300.80	3,381.60
	Hourly	30.47	32.34	34.22	35.77	37.50	39.27	40.24	41.26	42.27
83	Annual	71,178	72,800	74,402	78,000	81,682	84,989	87,859	90,085	92,290
	Bi-Wkly	2,737.60	2,800.00	2,861.60	3,000.00	3,141.60	3,268.80	3,379.20	3,464.80	3,549.60
	Hourly	34.22	35.00	35.77	37.50	39.27	40.86	42.24	43.31	44.37
84	Annual	74,402	76,190	78,000	81,682	84,989	88,483	92,248	94,640	96,928
	Bi-Wkly	2,861.60	2,930.40	3,000.00	3,141.60	3,268.80	3,403.20	3,548.00	3,640.00	3,728.00
	Hourly	35.77	36.63	37.50	39.27	40.86	42.54	44.35	45.50	46.60

*Including one year at preceding rate

82 - Patrol Officer
83 - License Enforcement Officer
84 - Detective and Constable

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service.

Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18)

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Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2028
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	65,270	69,285	73,320	76,627	80,350	84,136	86,216	88,400	90,563
	Bi-Wkly	2,510.40	2,664.80	2,820.00	2,947.20	3,090.40	3,236.00	3,316.00	3,400.00	3,483.20
	Hourly	31.38	33.31	35.25	36.84	38.63	40.45	41.45	42.50	43.54
83	Annual	73,320	74,984	76,627	80,350	84,136	87,547	90,501	92,789	95,056
	Bi-Wkly	2,820.00	2,884.00	2,947.20	3,090.40	3,236.00	3,367.20	3,480.80	3,568.80	3,656.00
	Hourly	35.25	36.05	36.84	38.63	40.45	42.09	43.51	44.61	45.70
84	Annual	76,627	78,478	80,350	84,136	87,547	91,146	95,014	97,490	99,840
	Bi-Wkly	2,947.20	3,018.40	3,090.40	3,236.00	3,367.20	3,505.60	3,654.40	3,749.60	3,840.00
	Hourly	36.84	37.73	38.63	40.45	42.09	43.82	45.68	46.87	48.00

*Including one year at preceding rate

82 - Patrol Officer
83 - License Enforcement Officer
84 - Detective and Constable

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service.

Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18) years of service. Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct

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Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2029
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	67,226	71,365	75,525	78,936	82,763	86,653	88,795	91,062	93,288
	Bi-Wkly	2,585.60	2,744.80	2,904.80	3,036.00	3,183.20	3,332.80	3,415.20	3,502.40	3,588.00
	Hourly	32.32	34.31	36.31	37.95	39.79	41.66	42.69	43.78	44.85
83	Annual	75,525	77,230	78,936	82,763	86,653	90,168	93,226	95,576	97,906
	Bi-Wkly	2,904.80	2,970.40	3,036.00	3,183.20	3,332.80	3,468.00	3,585.60	3,676.00	3,765.60
	Hourly	36.31	37.13	37.95	39.79	41.66	43.35	44.82	45.95	47.07
84	Annual	78,936	80,829	82,763	86,653	90,168	93,870	97,864	100,422	102,835
	Bi-Wkly	3,036.00	3,108.80	3,183.20	3,332.80	3,468.00	3,610.40	3,764.00	3,862.40	3,955.20
	Hourly	37.95	38.86	39.79	41.66	43.35	45.13	47.05	48.28	49.44

*Including one year at preceding rate

82 - Patrol Officer
83 - License Enforcement Officer
84 - Detective and Constable

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service.

Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18) years of service. Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct

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APPENDIX B

DRUG TESTING POLICY

I. PURPOSE

A. The Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.

B. The department and the employee may be liable for failing to address and ensure employees can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure drug tests are ordered based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

II. DEFINITIONS

A. Employee: All personnel employed by the Jackson Police Department, both sworn and civilian.

B. Supervisor: Both sworn and civilian employees assigned to a position having day- to-day responsibility for supervising subordinates, or responsible for commanding a work element.

C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs.

D. Reasonable Objective Basis:

1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

III. POLICY

Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.

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A.

For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics,

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B. stimulants, depressants, hallucinogens, etc., is strictly prohibited; except as required in the lawful performance of their duties as a member of the Jackson Police Department.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.

~~B.~~C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or supervisor.

IV. GENERAL

A. Hearing.

If the department has a reasonable suspicion to believe an employee has violated this policy, the following procedure will apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:

   a. Employee
   b. Employee's Union Representative, if applicable
   c. Employee's Supervisor
   d. Chief of Police or designee

2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

3. If it is determined by the Chief of Police that the reasonable suspicion is substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.

4. Said employee shall be required to submit to an immediate blood and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.

5. Such test shall be given pursuant to the procedure as outlined in Appendix B-1 or prior arrangement at a site determined by the department.

6. The employee shall submit to such test and release of test results to the City;

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failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.

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7. After the test has been given and the results known, the employee:

   a. Will be put back to work with full pay for time lost, should the test results be negative; or

   b. Shall be subject to discipline, including discharge, should the test results be positive.

B. All property belonging to the department is subject to inspection at any time without notice, as there is no expectation of privacy.

   1. Property includes, but is not limited to, police owned vehicles, desks, containers, files and storage lockers.

   2. Employees' assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor after reasonable advance notice (unless waived by the Chief of Police) and in the presence of the employee.

C. Police employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.

V. PROCEDURE

A. Drug Testing/Urinalysis

   1. Applicants

      All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others involved in the testing procedure.

      a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.

      b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.

      c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

      d. Any improper use of any narcotic/drug by an applicant after application will be

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grounds for permanent rejection.

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e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.

f. The results of drug tests on applicants shall be confidential and used for official purposes only.

2. Current Employees of the Department

a. The Chief of Police may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.

b. Current employees may be ordered by the Chief of Police to take a drug test where:

(1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or

(2) there has been the use of deadly force involving an injury or death; or

(3) there has been serious injury to the employee.

(4) on a random basis and/or without notice.

c. A drug test may be part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management, or an assignment, which places the employee in close proximity to drugs that may be abused.

d. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.

3. Current Sworn Employees Assigned to a Drug Enforcement Unit

Any employee assigned to a unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2. above) to submit to periodic drug tests at the discretion of the Chief of Police or designee.

a. Prior to accepting a drug enforcement assignment, an employee shall execute a written agreement and release stating that he/she fully consents to any

medical, physical, psychiatric, psychological or other testing, including urine and/or blood tests for drug or narcotic substances.

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b. The Chief of Police shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.

4. The procedure for administering the urinalysis program is outlined in Appendix B-1 of this policy.

5. Should an employee recognize himself to be substance dependent and asks the City of Jackson for a leave of absence before being confronted by management through the above procedure, he/she shall be granted accumulated vacation, sick or compensatory time off while under the care of a City-recognized rehabilitation program. If such paid time off is not available to the employee, he/she shall be granted a leave of absence without pay for this purpose. He/she will be reinstated after the successful completion of the program, but remain on probation for one (1) year during which time he/she must remain substance-free and the employee will be subject to random unannounced testing. Should he/she not complete the one (1) year rehabilitation, the individual will be terminated on his dismissal or withdrawal from the program or violation of the program.

VI. RESPONSIBILITY

Failure to comply with the provisions of this policy may be used as grounds for disciplinary action. Refusal by a police employee to take the required drug test or follow this policy will result in immediate suspension from duty pending final disciplinary action.

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APPENDIX B-1

BLOOD AND/OR URINALYSIS PROCEDURES

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.

4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:

   a. Initial screening step; and

   b. Confirmation step.

2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drugs or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.

4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.

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5. The laboratory selected to conduct the analysis shall be certified by the Department ~~O~~of Health and Human Services and any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.

6. Any confirmatory test shall be done by chromatograph/mass spectrometer.

7. If the first test is positive, a confirming test shall be run by a second laboratory. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.

2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

   a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).

   b. GLC (Gas Liquid Chromatography).

   c. GC/MS (Gas Chromatography/Mass Spectrometry), recommended for confirmation step.

   d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

   a. RIA (Radioimmunoassay).

   b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

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APPENDIX B-2

Drug/Metabolite	Decision Level	CG/MS Confirmation
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	100 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
Opiates - Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Propoxyphere	300 ng/ml	200 ng/ml
Alcohol	.02 BAC	.02 BAC

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APPENDIX C LETTER OF AGREEMENT
FIELD TRAINING OFFICER (FTO) OVERTIME

The City of Jackson, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan (hereinafter "the Employer"), and the Jackson Union #70 Labor Council, Michigan Fraternal Order of Police (hereinafter "the Union"), as the duly recognized sole and exclusive collective bargaining agent for all sworn officers of the Jackson Police Department below the rank of Sergeant, do hereby agree by way of this letter of agreement, which is hereby attached to and incorporated by reference into a collective bargaining agreement signed by the parties on February 23, 1993 as follows:

1. All Jackson Police Department officers below the rank of Sergeant who are assigned Field Training Officer (FTO) duties are authorized, without supervisory approval, up to three (3) hours overtime per week to complete the necessary administrative tasks associated with their duties.

   In order to be eligible for this overtime, the FTO must have had a trainee assigned to him/her for the entire week in which the overtime is accrued and shall submit any required documentation of such overtime work.

Executed this 23rd day of February, 1993, in Jackson, Michigan.

JACKSON UNION #70, LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE	CITY OF JACKSON
/s/ James Quinn	/s/ Betty J. Granger Mayor
/s/ Steven A. Shiley	/s/ Sandra L. Price City Clerk
/s/ Michael R. Brunk	/s/ Roger D. Wilson Director of Personnel and Labor Relations
/s/ Ricardo Cedillo	

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APPENDIX D
LETTER OF UNDERSTANDING
Between the City of Jackson and
Police Officers Labor Council, Supervisory Unit and
Police Officers Labor Council, Non-Supervisory Unit

Re: TWELVE-HOUR PATROL SHIFT SCHEDULE AGREEMENT

Representatives of the City of Jackson and the Police Officers Labor Council (POLC), Supervisory and Non-Supervisory Units, met during the spring and summer of 2008 to determine whether they could agree upon a mutually satisfactory manner to re-institute 12-hour patrol shifts. The parties agreed to implement the 12-hour patrol shift schedule on or about_____, subject to the following terms and conditions.

1. Reservation of Authority. The Chief of Police retains the right to discontinue the 12-hour patrol shift schedule and return to the 8-hour shift schedule at any time, unless all the parties later specifically negotiate to change this reservation of authority. Similarly, if the bargaining units indicate their mutual desire to return to an 8-hour patrol shift schedule, 12-hour shifts will be discontinued. If patrol operations revert to an 8-hour shift schedule, the parties will discontinue following the remaining terms of this agreement and follow the terms in the respective negotiated master agreements.
2. Bi-Annual Review. The parties agree to meet every two years to review the terms of this 12-hour patrol shift schedule agreement. During the bi-annual review meetings, the parties may mutually agree to continue to follow this agreement until the next review, or they may agree to make changes in this agreement.
3. Probation. Employees who are hired as patrol officers serve a one-year probation working 8-hour shifts (POLC-NS Agreement, Section 5.2). Employees who are hired as patrol officers working a 12-hour shift will serve an eighteen- month probation. In the event that the probationary officer works part of the probation period as an 8-hour shift employee and part as a 12-hour shift employee, the duration of the probation period will be adjusted accordingly.
4. Hours. The normal biweekly pay period will consist of 80 hours. The normal pay period will consist of six 12-hour shifts and one 8-hour shift. (POLC-NS, Section 7.1; POLC-S, Section 7.1) Employees on each shift will be allowed to select which shift day will be scheduled as 8 hours. Employee 8-hour shift selections will be considered in seniority order. All 8-hour shifts will be a continuous period of 8 work hours, either commencing at the beginning of a regular 12-hour shift or ending at the end of a regular 12-hour shift. Patrol sergeants will have the flexibility to alter a patrol officer's 8-hour day to another assigned shift in the same pay period, subject to Command approval and taking into consideration community needs. Command staff can also approve changes in a patrol sergeant's 8-hour shift in the same pay period, taking into consideration community needs. In the event that fewer than 80 hours have been scheduled for a patrol employee during a pay period, the employee will be responsible to work with the appropriate supervisor to work the additional hours necessary to complete the normal biweekly 80 hours or to use approved leave time to make up that difference.
5. Time Trades. Patrol officers working a 12-hour shift may trade workday assignments

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in six-hour blocks. Patrol officers working a 8-hour shift must trade the entire work shift. All trades must occur within the same pay period and are subject to Command approval. (POLC-NS, Section 7.1)

6. Overtime. Time and one-half (1½) the patrol employee's regular hourly rate of pay will be paid for all hours worked in excess of scheduled shift hours (8 or 12) or in excess of 80 hours in any biweekly pay period. (POLC-N-S, Section 7.2; POLC-S, Section 7.2.A.)
7. Staffing Levels. Selection of 8-hour shifts will be restricted, in consideration of vacation selections, sick leave use and the Director Chief of Police and Fire Services's desire to maintain staffing levels, as follows:
   A. Day shift (Shifts IA and IB): Minimum of six (6) patrol officers working from 1030 to 1800 hours.
   B. Night shift (Shifts IIA and IIB): Minimum of seven (7) patrol officers working from 830 to 0200 hours.
8. Breaks. Patrol employees working a 12-hour shift will be allowed a paid 45- minute lunch break; patrol employees working an 8-hour shift will be allowed a paid 30-minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to patrol employees.
9. Sick Leave. Sick leave will continue to accrue at a rate of 8 hours per month, as provided in the master agreements. (POLC-NS, Section 6.2; POLC-S, Section 6.2) Employees will continue to use sick leave on an hour-for-hour basis, for each hour of scheduled work missed for a reason allowed in the master agreements.
10. Bereavement Leave. Employees shall receive the amount of pay they should have received for regularly scheduled shifts (12 and/or 8) on a straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) work days to make arrangements for and attend the funeral of a member of the employee's immediate family. (POLC-NS, Section 6.6' POLC-S, Section 6.5)
11. Jury Duty. Employees who are eligible for jury duty pay and follow the appropriate department procedures to report the summons and claim jury duty pay will be eligible to be paid the difference between the jury duty pay received and the balance of the scheduled patrol shift (12- or 8-hours). The Department reserves the right to re-assign the affected employee to day shift and schedule for a 40-hour pay week while on jury duty. (POLC-NS, Section 6.7; POLC-S, Section 6.7)
12. Holidays. See POLC-NS, Section 9.3 or POLC-S, Section 9.3, as applicable.
13. Vacations. The master agreement references to vacation selection (POLC-NS Section 10.4: POLC-S, Section 10.4) will only be altered to include the current practice that once an employee has selected his/her vacation periods, the employee's first pick will be honored; any pick of 60 hours or greater will be honored; the employee's second and third vacation picks of less than 60 hours or less will be honored subject to availability of sufficient staff on the shift to meet the community's needs.
14. Training. The parties agree that employee training and development is mutually beneficial. It is further agreed that occasional flexibility in shift schedules and regular leave days is necessary to attend training. Patrol staff will account for all training on an hour for hour basis. Employees must sign in and out on the training log at the Police Department (similar to court log) for training other than in-service training. The training log will be used to track training time. If training occurs out of town, and the

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training plus drive time equals fewer than the scheduled shift time for that day (8- or 12-hours), the employee must return to

JPD to work patrol or directed patrol to complete the remaining scheduled hours for that workday, or use approved leave time to make up the difference.

15. Special Assignments. Special assignments may be exempt from 12-hour patrol shift scheduling, and may be required to remain on an 8-hour schedule.

This Agreement does not alter any other terms of the parties' respective master agreements.

POLC-NONSUPERVISORY UNIT

Shane LaPorte, President
Date:

Edward Hillyer, Business Representative
Date:

POLC-SUPERVISORY UNIT

Adam Williams, President
Date:

Tom Zulch, Attorney/Business Representative
Date:

CITY OF JACKSON

Patrick Burtch, City Manager
Date:

Matthew Heins, Director of Police and Fire Services
Date:

Jonathan Greene, Director of Human Resources

Date:

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APPENDIX E

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE POLICE OFFICERS LABOR COUNCIL, JACKSON NONSUPERVISORY UNIT RE: PATROL DIVISION OVERTIME ASSIGNMENT PRACTICES

During the course of negotiations for the 2008-12 Labor Agreement, the parties agreed to set forth their mutual understanding regarding the current practices for making overtime assignments. The following list represents that understanding.

1. All overtime other than regularly scheduled PACT meetings and special assignments (JNET, SRT, K-9, School officers, etc.) shall be posted. The opportunity to work overtime will be offered in descending order based on seniority. Those PACT officers who volunteer for an assignment arising from PACT specific problem-solving efforts may be given first preference to work the assignment.

2. Overtime assignments to cover shift shortages with little or no advance notice will be made by selecting volunteers from the shift presently on duty, with the highest in seniority to the least. However, it is understood that no employee will be allowed to work more than sixteen (16) hours straight (except in emergencies).

3. If the patrol supervisor(s) has (have) sufficient advance notice, overtime assignments to cover shift overtime will be made using the patrol seniority list. The opportunity to work overtime will be offered in descending order based on seniority. Officers not on duty due to approved leave (vacation, holiday, compensatory time, etc.) will be called, subject to the following understanding: if one of those employees accepts the offer to work, then the employee will forfeit the approved leave (the approved leave will be returned to the employee's leave bank) and work the shift are his/her regular hourly rate (i.e., straight time).

4. When there are no volunteers, the employee with the least seniority will be ordered to work unless that employee presents an excuse acceptable to management, in which case the next least senior employee will be ordered to work.

5. If the supervisor is unable to reach any employee by telephone, then the supervisor may move on to the next senior employee.

Memorandum signed on _____.

POLC, Non-Supervisory Unit	**City of Jackson**
_____	_____
Holly Rose, President	Patrick Burtch, City Manager
_____	_____
Greg Huggett, Business Representative	Jonathan Greene, Assistant City Manager
_____	_____

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LABOR AGREEMENT

City of Jackson
&
Police Officers Labor Council,
Jackson Non-Supervisory Unit

July 1, 2026, through June 30, 2030

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AGREEMENT

THIS AGREEMENT, made effective on the 1st day of July, 2026 through the 30th day of June, 2030 by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the POLICE OFFICERS LABOR COUNCIL, JACKSON NON-SUPERVISORY UNIT, hereinafter referred to as the Union.

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the Community and the job security of the employees depend upon the Employer's ability to continue to provide proper police services to the community, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 - RECOGNITION

Section 1.1: Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all sworn police officers below the rank of Sergeant, but excluding all sworn police officers of the rank of Sergeant and above, former employees engaged at the discretion of the Chief of Police on a temporary basis to complete an assignment started while an active employee, police recruits who have not yet been sworn in, and all other employees of the Employer.

Section 1.2: Management Rights Except as specifically limited or abrogated by this Agreement, the Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to: change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures, to discontinue any services, reduce the work week or the work day, to effect reductions in hours worked by combining lay-offs and reduction in work week or work day, to determine the number of employees assigned to operations, to establish work schedules, and to take whatever action is reasonably necessary to carry out any and all of the City's services in emergency situations, except where any of these rights are limited or abridged by provision of this Agreement.

A. Nothing contained in this Agreement shall be construed to in any way restrict or limit management, supervisory and temporary employees (as defined in Section 1.1, above) from performing bargaining unit work. This provision shall not directly result in the layoff of union personnel.

B. The Union shall defend, indemnify and hold the Employer harmless from any and all claims, demands, suits or any other form of liability arising out of this Section, including

but not limited to any actions arising from or related to any agency shop provision, agency shop claims asserted by any employee, and claims or disputes over any employee opting out of membership in the Union. Further, such indemnification shall apply to damages that are sustained as result of procedural errors or because of reason of mistake of fact which was within the control of or responsibility of the Association.

C. Reservation of Authority: The Chief of Police retains the right to discontinue the 12-hour patrol shift schedule and return to the 8-hour shift schedule at any time. Both parties agree to bargain the terms and conditions of the impact and effect of changes to the shift schedule. The intent of this language is to specifically address issues involving reverting to an 8-hour schedule.

Section 1.3: Non-Discrimination. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, nationality, religion or political belief, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight and other legally protected status nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union

Section 1.4: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE 2 – DISCIPLINE/GRIEVANCE PROCEDURE

Section 2.1: Grievance Defined. A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes, or complaints as to wages, hours, or working conditions and any discipline arising hereunder involving written reprimand, suspension, reduction in rank or discharge.

Section 2.2: Grievance Steps. An employee who believes he has a grievance must submit his complaint in writing to his immediate non-unit supervisor within five (5) calendar days (Saturdays, Sundays and holidays excluded) after the occurrence of the event(s) upon which his complaint is based or within five (5) calendar days after the employee had knowledge of the events upon which his complaint is based or within five (5) calendar days of when circumstances were such that the employee reasonably should have had knowledge of the events. The supervisor shall give the employee a verbal answer within two (2) days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance, and the following procedure shall apply:

FIRST STEP. To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, stating the facts upon which it is based, when they occurred, specify the section of the Agreement which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's Deputy Chief by the employee or his Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the supervisor gave the employee his verbal

answer as provided in Section 2.2 above. The Deputy Chief shall give a written answer to the employee or his Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled being retained by the employee and one (1) copy retained by the Deputy Chief.

SECOND STEP. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union representative and/or employee must state in writing why the First Step answer was not acceptable and said Union representative or employee must present the grievance to the Chief and/or someone designated by him within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Deputy Chief gave the employee the written First Step answer. The Chief and/or his designated representative shall meet with the Union representatives and discuss the grievance within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the grievance is presented at this Step. Within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Chief shall give the Union a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settled grievance to the Chief.

THIRD STEP. If the grievance has not been resolved in the Second Step and the Union desires to appeal it to the Third Step, the Union representative and/or the employee must state in writing why the Second Step answer is unacceptable and said representative or employee must present the grievance to the Director of Human Resources within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Chief gave the Union representative his Second Step answer. The Human Resources Director and/or someone designated by him shall meet with the Union representative and discuss the grievance within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the grievance is presented at this Step. Within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Human Resources Director shall give the Union representative a written Third Step answer. If the answer is satisfactory, the Union representative shall indicate in writing giving one (1) copy of the settled grievance to the Human Resources Director.

FOURTH STEP. If the grievance has not been resolved by the foregoing steps, and the Union desires to process the grievance further, it shall within ten (10) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the written Third Step answer from the Human Resources Director, give written notice to the Chief of Police and the Human Resources Director of its desire to arbitrate grievance. Said written notice shall contain information regarding the grievance and shall contain a list of not more than five (5) and not less than three (3) arbitrators selected by the Union to hear the grievance. The Employer shall, within five (5) days thereafter, submit to the Union representative the names of not less than three (3) nor more than five (5) arbitrators if it cannot agree to an arbitrator submitted by the Union. The parties shall then meet within five (5) regularly scheduled working days for the purpose of mutually selecting an arbitrator and should they not do so, they shall file a joint submission to MERC (The Michigan Employment Relations Commission) with a

request for a list of arbitrators. The arbitrator so selected shall hear the grievance based upon the mutual submission. In the event a mutual submission cannot be agreed upon, each party shall make its individual submission, and the arbitrator shall determine all questions, including threshold questions based upon the submission, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add or subtract, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation or application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any discipline including discharge that may reach this stage of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses to include wages. The Employer agrees that on-duty Union witnesses required for the arbitration case will be given up to one (1) hour release time for preparation of the case, subject to approval of the Chief of Police and the operational requirements of the department and shall be released to present testimony at the arbitration hearing.

Section 2.3: Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the Grievance Procedure within the specified time limits, the grievance shall automatically be referred to the next step in the Grievance Procedure.

Section 2.4: Union Representation. It is expressly understood that, in no event shall any Union representative leave his work for grievance purposes as provided in the Grievance Procedure without first notifying and obtaining the approval of his supervisor, which approval will be granted as soon as is practicable.

ARTICLE 3 - DISCHARGE AND SUSPENSION CASES

Section 3.1: Discipline, Suspension, Reduction in Rank, Discharge. No employee shall be suspended, reduced in rank or discharged without just cause. In the event an employee under the jurisdiction of the Union, who has completed his probationary period, shall be suspended from work or reduced in rank for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or reduced in rank or discharged, such suspension, reduction in rank or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Chief of Police within three (3) regularly scheduled working days after such discharge, reduction in rank or after the start of such suspension.

A. It is understood and agreed that when an employee files a grievance with respect to his suspension, reduction in rank or discharge, the act of filing such grievance shall

constitute his authorization of the Employer to reveal to the participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3.2: Rate of Pay Upon Reinstatement. In the event it should be decided under the Grievance Procedure that the employee was unjustly suspended, discharged or reduced in rank, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge, reduction in rank or the start of such suspension. The Employer may appropriately offset new earnings from other employment or unemployment benefits applicable to the suspension or discharge period.

Section 3.3: Grievance Only Appeal Procedure. It is understood and agreed that the Grievance Procedure shall be the only procedure available to protest an alleged unjust suspension, reduction in rank or discharge and that the procedure contained in the City's Civil Service Ordinance shall not apply to unit members in cases of discharge, reduction in rank or suspension.

Section 3.4: Documentation of Disciplinary Actions. Documentation of disciplinary actions will not be used as the sole basis for future disciplinary action after two (2) years; however, such documentation may be maintained and considered for purposes of identifying patterns of conduct, evaluating overall work history, and determining appropriate corrective action. Documentation may be relied upon beyond the two (2) year period where there has been intervening misconduct, rule violations, or other conduct demonstrating a pattern or failure to comply with similar or related work standards. Nothing in this section shall require the removal or destruction of disciplinary records from an employee's file.

ARTICLE 4 - STRIKES AND LOCKOUTS

Section 4.1: No Strikes or Lockouts. The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during the same period there will be no lockouts.

Section 4.2: Discipline for Strikes. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike, may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 5 - SENIORITY

Section 5.1: Seniority. Department seniority shall be defined as an employee's length of continuous, full-time employment as a sworn Officer with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a sworn Patrol Officer at the instruction of the Employer since which he has not quit, retired or been discharged, and not reinstated with full seniority rights. Classification seniority shall be defined

as an employee's continuous time spent in any bargaining unit classification of a Patrol officer, License Enforcement Officer, or Detective, in which he has successfully completed his probationary period and shall include only that time spent in any of the Union classifications as a permanent employee. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except unpaid non family and Medical Leave (FMLA), workers comp, or other similar medical leaves of absence over thirty (30) calendar days.

Section 5.2: Probationary Period. All new employees shall be probationary employees until they have actually worked 18 (eighteen) months as a sworn patrol officer conducting patrol duties for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes that qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Employees who are hired and sent to the Police Academy, and who have not yet been sworn in as Patrol Officers, shall be referred to as Police Recruits. Time worked as a Police Recruit, prior to being sworn in as a Patrol Officer, shall not be considered as part of the probationary period. The Employer will establish the hourly wage rate for Police Recruits who are engaged in training, which shall be less than the starting wage for a Patrol Officer.

Section 5.3: Seniority List. The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as the need exists. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the total selection process for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with respect to their first names. Challenges to posted seniority dates must be made within thirty (30) days of the list being posted, or the list will be considered accurate.

Section 5.4: Loss of Seniority. An employee's seniority and employment shall terminate:

A. If he quits, retires, or is justifiably discharged.

B. If following a layoff, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

C. If he is absent for three (3) consecutive regularly scheduled working days without notifying his non-unit Supervisor or the Chief of Police within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the

discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.

D. When he has been laid off for a period of time equal to his seniority, provided he has maintained his eligibility for recall pursuant to Section 5.6 of this Article.

Section 5.5: Layoff and Bumping Procedure. When, in the judgment of the Employer, it is necessary to layoff, the affected employee or employees shall be laid off by inverse department seniority as defined in Section 5.1. Employees thus removed from a job classification shall exercise their classification seniority in Section 5.1 in any lower rated union classification, which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right. The layoff provision shall not apply where the application thereof would result in the Department being required to layoff an employee in possession of a special skill essential to properly perform the work available at the time of the layoff, not possessed by employees having greater seniority. Employees bumping into lower rated classifications shall be paid the rate of said classification.

A. The Chief of Police, in consultation with the City Manager, will provide advance notice to the union of any pending layoffs.

Section 5.6: Recall Procedure. When recalling employees to work following a layoff, employees eligible to be recalled shall be recalled in inverse order of layoff, provided they have maintained their required certification(s) and are capable of performing their job.

A. When filling vacancies in a given classification, employees laid off from said classification shall first be recalled in inverse order of layoff before the promotional process is activated to fill said vacancies.

Section 5.7: Filling of Vacancies. When the Employer determines it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification such permanent opening or vacancy shall be posted on the department bulletin board for a period of five (5) regularly scheduled working days, during which period employees may bid for such opening or vacancy by completing an appropriate application form in the Human Resources Department.

In order to be eligible for promotion under this procedure, an applicant must participate and progress through each scheduled step of the promotional process.

A. Those employees who possess the necessary prerequisites for a given job opening and who apply therefore in accordance with Subsections 1. and 2. below,
shall be given a written examination administered by the Human Resources Department.

1. The prerequisites for Detective shall be two (2) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer.

2. The prerequisites for Police Sergeant shall be four (4) years of continuous service in the Jackson Police Department, immediately preceding the examination, and

holding the rank of Patrol Officer or Detective Promotion to Police Sergeant shall be determined by the Police Chief.

B. Upon conclusion of the written examination, the test scores will be arranged in descending order starting with the highest test score downward to the lowest test score. A passing score shall be 70% or above. An applicant's written test score shall be valid for a period of two years from the date of the test. In the event of the need for another written test within two years, the applicant may choose to retake the test or use their existing written test score. If an applicant chooses to retake the test, the new written test score shall be used regardless of whether it is lower or higher than the applicant's previous test score.

C. Those applicants who receive a passing score shall be given an External Board examination. In the event seven candidates do not have a passing score, the highest seven scores shall be given an External Board examination. The External Board will be composed of persons not employed by the City, preferably two (2) sworn officers of a rank higher than the position being interviewed for, one (1) civilian representing the general community interests and one (1) civilian representing a supervisory or management interest. All qualified applicants shall be rated by the same External Oral Board.

D. Upon conclusion of the External Board, the weights placed on each of the steps shall be as follows:

50% = Written Exam

50% = External Oral Board

The Police Chief shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.

E. When an employee is awarded a job under this Section, he shall be on job probation and may be removed from there at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his new job classification unless in the case where the employee works 12 hour shifts his probationary period shall be 18 months. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job.

F. Once a vacancy has occurred and, through the above process, a promotional list has been established for that rank classification said promotional list shall remain in effect for a maximum of twelve (12) months or unless exhausted. Promotion, during the effective period of the list, shall be made from said list. Temporary promotions during the effective period of the list shall be made from said list.

Section 5.8: Temporary Assignment (out of Grade Pay). In any case when an employee is qualified for and is temporarily required, in writing by the Chief of Police to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the salary rate of that class as though permanently promoted while so assigned. An employee, who is required to work in a higher class or position continuously for a period of more than five (5) days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class or position" and shall be paid retroactive to the first day assigned as above, unless the employee is so assigned for training purposes or as a vacation fill-in for a period of fifteen (15) work days. Said assignment for training shall not exceed four (4) calendar months within a twelve (12) month period, unless such assignment is a regular training opportunity in the Detective Bureau, which shall not exceed six (6) calendar months within a twelve (12) month period.

Section 5.9: Seniority Accumulation While Outside Unit. An employee who has been promoted or transferred from the bargaining unit to another position outside the bargaining unit, but within the Police Department as a sworn officer, shall continue to accumulate seniority within the classification from which transferred or promoted during the probationary period of the position or rank to which the employee is transferred or promoted. Upon successful completion of the probationary period in the new rank or position and the permanent appointment of the employee to the new rank classification or position, the promoted or transferred employee's classification seniority shall be as defined in Section 5.1 of Article 5. If at any time after an employee is promoted or transferred, the City eliminates the classification to which the employee was promoted or transferred or reduces the number of employees in said classification, thus requiring the removal of the transferred or promoted employee from a classification, said employee may exercise his/her classification seniority to return to any bargaining unit classification in which he/she has classification seniority. An employee displaced from his/her classification due to this Section shall have the right to bump to a lower classification within the provisions of this Agreement. Employees exercising their seniority to re-enter the bargaining unit under this Section shall not exercise seniority for matters that are in the current scheduling cycle, i.e., vacation, shift preference, and days off.

Section 5.10: Leave Day Selection. At the beginning of each yearly shift cycle, the Unit Commanders will post the available leave days for their respective unit. The most senior employee shall have the first choice of leave days in descending order to the employee with the least amount of seniority. These chosen leave days shall remain in force for a period of one (1) year and shall not be changed, unless the requesting employee can produce another employee from the same unit willing to change leave days, the latter being approved by the respective Unit Commander, or unless quits, reassignments, terminations, promotions or extended illnesses necessitate a reassignment of leave days to give proper shift coverage. Such reassignment shall be done in a manner as to affect the least possible number of employees.

A. Employees reassigned to a unit from another unit, if replacing a vacancy of an employee of that unit, shall receive the leave days assigned to the previous employee. If the reassignment to a unit is as an extra employee on the unit, the leave days will be assigned at the discretion of the Unit Commander. These leave days shall remain in force in accordance with provisions of Section 5.10.

Section 5.11: Shift Cycle. Prior to each yearly shift cycle, each Patrol Officer may designate his/her preferred patrol shift. Individual preferences will generally be honored in seniority order

except in exigent circumstances, such as training schedule needs, performance problems, separation of family members and cohabitants, turnover, etc. It is understood that moves based upon exigent circumstances may result in a more senior Patrol Officer losing his/her preferred shift, however, the least senior Patrol Officer will be moved whenever feasible.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1: Special Leaves of Absence. The Employer may grant special leaves of absence without pay to an employee who has completed his probationary period as follows:

A. The Chief of Police may authorize an employee to be absent without pay and/or benefits for purposes deemed beneficial to the City services provided it does not exceed thirty (30) working days in any calendar year. If an employee is given authorized leave without pay, they may maintain their benefits if they continue to pay the employee share of the benefits.

B. The City Manager may authorize an additional special leave of absence without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for purposes deemed beneficial to the City service.

Section 6.2: Sick Leave.

Effective from the initial date of employment, every seniority employee shall accrue sick leave at a total of eight (8) hours per completed calendar month of service, which includes any leave required under the Michigan Earned Sick Time Act (ESTA). Sick leave may be used when the employee is:

Incapacitated due to sickness or injury;

Quarantined; or

Caring for a seriously ill member of the employee's immediate family. In the event of death in a family member, sick leave may be used, in addition to bereavement leave, upon approval of the Police Chief.
Immediate family is defined under ESTA as:

- Child – biological, adopted, foster, stepchild, legal ward, or a child for whom the employee has day-to-day responsibility;
- Parent – biological, foster, adoptive, stepparent, legal guardian, or someone who stood in loco parentis;
- Spouse – legally recognized spouse or registered domestic partner;
- Grandparent or Grandchild – biological, foster, or step relationships;
- Sibling – biological, foster, adopted, or step-sibling.

Employees may use earned sick time for:

- Their own mental or physical illness, injury, or health condition, including diagnosis, care, or preventive care.

- Care for a family member with mental or physical illness, injury, or health condition.
- Issues related to domestic violence or sexual assault, including medical care, counseling, legal services, or relocation.
- Public health emergencies, including workplace or school closures, or when a health authority determines whether the employee or family member poses a risk to others.

All foreseeable leaves require prior approval from the Police Chief. Abuse of sick leave will not be tolerated. A medical certificate will not be required for absences of three (3) consecutive days or less. For absences exceeding three (3) consecutive days, the City may require reasonable documentation that the earned sick time was used for a purpose permitted under the Earned Sick Time Act. The City reserves the right to address patterns of excessive use or suspected abuse of sick leave through its attendance and corrective action policies. Employees may be subject to counseling or discipline for misuse of leave, consistent with applicable law.
Sick leave will be deducted from accrued leave to the nearest 1/4 hour, as shown on the employee time record.

A. Employees must notify the Employer prior to the start of the shift, or as soon as circumstances allow, if absent. Sick leave will count as time worked for overtime purposes under Article 7, Section 7.2.

B. Any employee making a false claim for paid sick leave may be subject to disciplinary action or dismissal.
C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending on the circumstances involved.
D. Effective July 1, 2026, an employee of this unit that retires and is eligible for immediate pension benefits pursuant to the Employer's retirement program, shall be entitled to be paid up to four hundred eighty (480) hours of accumulated unused sick leave, unless an employee has accumulated nine hundred sixty (960) hours or more. Employees with 960 hours or more shall be paid fifty percent (50%) of their accumulated unused sick leave, up to a maximum of fourteen hundred forty (1440) hours accumulation. Therefore, the maximum amount an employee can be paid out is a total of seven hundred twenty (720) hours. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of this accumulated unused sick leave.

Section 6.3: **Pregnancy Leave.** Upon the request of an employee, the Employer will grant a leave of absence to employees who become pregnant consistent with the Family Medical Leave Act.

Section 6.4: Military Leave Any employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to such leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Military Leave Act, or any federal law or provision regarding military leave. Additionally, employees may be compensated with a "make up" provision (the differential amount between an employee's military pay and regular pay as bargaining unit member) for pay to be calculated upon what would be the employee's regular pay for normal shifts up to a maximum of fifteen military days upon presentation of competent orders

to fulfill any military obligation including weekend drills.

Section 6.5: Two hundred (200) hours annually of total release time, with pay, during the entire term of the Agreement will be provided by the City to enable Bargaining Unit members to engage in Bargaining Unit activities. "Bargaining Unit activities" include: attendance at labor negotiations by bargaining team members; attendance by Bargaining Unit officials at grievance meetings; attendance by Bargaining Unit officials at other labor related meetings and at the annual POLC Labor Conference. All requests for release time must be in writing to the Chief of Police. Approval may be denied in case of emergencies.

Section 6.6: Bereavement Leave Employees shall receive the amount of pay they should have received for regularly scheduled shifts (12 and/or 8) on a straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) work days to make arrangements for and attend the funeral of a member of the employee's immediate family. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, current stepchildren, parents, brother, sister, or current parents-in-law, grandparents and grandchildren, current grandparents in law, and current stepfamily as indicated previously. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

Section 6.7: Jury Duty. Employees who are eligible for jury duty pay and follow the appropriate department procedures to report to the summons and claim jury duty pay will be eligible to be paid the difference between the jury duty pay received and the balance of the scheduled patrol shift (12- or 8-hours). The Department reserves the right to reassign the affected employee to day shift and schedule for a 40-hour pay week while on jury duty.

A. In order to receive the payment referred to above, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payment and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 6.8: Family and Medical Leave. Full time employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the applicable City Personnel Policy.

A. Use of Leave Banks:

1. Health Related Leaves: In all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use his unused sick leave credits. If the employee uses all his accrued unused sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued unused vacation time until all but forty (40) hours are

expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

2. Parental Leaves and Military Exigency Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child or involving a qualifying exigency related to a family member's current or impending active military service (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

3. Worker's Compensation Leaves: The Employer may simultaneously designate a health leave resulting from a work related injury as FMLA leave. In such cases, the employee will not be required to use paid sick leave bank time because the worker's compensation statute provides for alternate income replacement.

   In the event the employee is shot or stabbed in the line of duty and/or sustains injury while enforcing local, state or federal law resulting in the employee being unable to work for more than 72 hours, the Employer will not concurrently designate the worker's compensation leave as covered by the FMLA until such time as the worker's compensation leave exceeds six (6) calendar weeks.

B. Verification: For all qualifying absences involving the serious health condition of the eligible employee or his family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Medical and/or other verification may be required in accordance with the FMLA statute and regulations. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

ARTICLE 7 - HOURS

Section 7.1: **Work Day, Work Week**. The normal bi-weekly pay period will consist of 80 hours. The normal pay period will consist of six 12-hour shifts and one 8-hour shift. Employees on each shift will be allowed to select which shift day will be scheduled as 8 hours. Employee 8-hour shift selections will be considered in seniority order. All 8-hour shifts will be a continuous period of 8 work hours, either commencing at the beginning of a regular 12-hour shift or ending at the end of a regular 12-hour shift.

Patrol sergeants will have the flexibility to alter a patrol officer's 8-hour day to another assigned shift in the same pay period, subject to Command approval and taking into consideration community needs. Command staff can also approve changes in a patrol sergeant's 8-hour shift in the same pay period, taking into consideration community needs.

In the event that fewer than 80 hours have been scheduled for a patrol employee during a pay period, the employee will be responsible to work with the appropriate supervisor to work the

additional hours necessary to complete the normal biweekly 80 hours or to use approved leave time to make up for that difference.

A. Staffing Levels. Selection of 8-hour shifts will be restricted, in consideration of vacation selections, sick leave use and the Police Chief's desire to maintain staffing levels, as follows:

   Day shift (Shifts IA and IB): Minimum of five (5) patrol officers working from 1030 to 1800 hours.

   Night shift (Shifts IIA and IIB): Minimum of six (6) patrol officers working from 830 to 0200 hours.

B. Breaks. Patrol employees working a 12-hour shift will be allowed a paid 45- minute lunch break; patrol employees working an 8-hour shift will be allowed a paid 30-minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to patrol employees.

C. Time Trades. Patrol officers working a 12-hour shift may trade workday assignments. All trades must occur within the same pay period and are subject to Command approval.

Section 7.2: Overtime/Compensation Time Option. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day unless said work in excess of eight (8) hours is due to shift changes or unless the Chief of Police, the Union and Special Unit Employees have agreed to work hours in excess of eight (8) hours per day. The employee, as at his option, may elect to take his overtime as compensatory time off provided that he has not accumulated one hundred twenty (120) hours of compensatory time. All employees who have accumulated one hundred and twenty (120) or more hours as of June 30, in any year shall not be allowed to accumulate any more compensatory time off. Employees who have more than one hundred and twenty (120) hours of compensatory time as of July 1 each year must use all hours over one hundred twenty (120) by June 30 each year or the City shall pay off all hours in excess of one hundred and twenty (120).

A. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Police Chief, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

B. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime and who refuse shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. Special event overtime shall be posted for voluntary sign-up. In the event that such overtime is not filled voluntarily by suitable employees, the Employer shall fill such requirement in its discretion.

C. The opportunity to work overtime will be offered in descending order based on seniority.

D. Overtime assignments to cover shift shortages with little or no advance notice will be made by selecting volunteers from the shift presently on duty, with the highest in seniority to the least. However, it is understood that no employee will be allowed to work more than sixteen (16) hours straight (except in emergencies).

E. If the patrol supervisor(s) has (have) sufficient advance notice, overtime assignments to cover shift overtime will be made using the patrol seniority list. The opportunity to work overtime will be offered in descending order based on seniority. Officers not on duty due to approved leave (vacation, holiday, compensatory time, etc.) will be called, subject to the following understanding: if one of those employees accepts the offer to work, then the employee will forfeit the approved leave (the approved leave will be returned to the employee's leave bank) and work the shift are his/her regular hourly rate (i.e., straight time).

F. When there are no volunteers, the employee with the least seniority will be ordered to work unless that employee presents an excuse acceptable to management, in which case the next least senior employee will be ordered to work. No patrol officer will be ordered to work overtime to patrol shift shortages on two consecutive leave days

G. If the supervisor is unable to reach any employee by telephone, then the supervisor may move on to the next senior employee.

Section 7.3: Call In. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than four (4) hours of pay at time and one-half (1-1/2) his regular straight-time hourly rate or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins for court or administrative hearings, obtaining warrants, or call-in for discipline. Call-in pay shall not be paid more than once in any twelve (12) hour period. Employees called in to work for training purposes at a time other than for which they had previously been scheduled shall receive not less than two (2) hours of pay at time and one-half (1-1/2) their regular straight- time hourly rate.

Section 7.4: **Overtime Work Requirements**. For the purposes of this section "scheduled overtime" is that overtime that is scheduled and made known to the employee with at least forty-eight (48) hours of advance notice for which the employee will receive a minimum of two (2) hours of overtime compensation unless immediately preceding or following a regular shift. "Unscheduled overtime" is that overtime that is scheduled or unscheduled for which less than 48 hours' notice is given to the employee. The employee will receive not less than four (4) hours of compensation at the overtime rate or the actual time worked, whichever is greater.

This provision will not apply to overtime worked immediately preceding or following a regular shift.

A. When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half (1-1/2) his regular hourly rate of pay, whichever is greater. The employee, at his/her option, may elect to take his/her paid time in compensatory time off provided he/she has not accumulated eighty-four (84) hours of compensatory time. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs as a continuation of the employee's regular work shift. The payment for time necessarily spent shall not include any lunch recess taken by the court or administrative agency. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the Employer.

B. When an employee is required to return to work during off-duty hours for the purpose of obtaining a warrant he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shiftthereafter.

C. Employees required to report to work for a disciplinary conference which may result in a disciplinary layoff or discharge, shall receive no compensation. If an employee is called into work to receive a verbal or written warning, he shall be compensated in accordance with Section 7.3 above. However, an employee may be held over after his regular shift for up to thirty (30) minutes or be required to report thirty (30) minutes before his or her regular starting time for purposes of receiving a verbal or written warning without compensation.

Section 7.5. Special Assignments. Special assignments may be exempt from 12-hour patrol shift scheduling and may be required to remain on an 8-hour schedule.

ARTICLE 8 - WAGES

Section 8.1.: Rates of Pay.

Please see Appendix A- Wage Schedules.

Year 1- 3%
Year 2- 3%
Year 3- 3%
Year 4- 3%

Patrol Officers and Detectives hired on or before July 1, 2012, shall receive an annual lumpsum payment of $1,500 after seven (7) years of service until the twelfth (12) year, annual lumpsum payments of $2,250 after twelve (12) years of service until the eighteenth (18) year; and annual lumpsum payments of $3,000 after eighteen (18) years of service.

Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct contribution to the MERS HCSP. Any lumpsum payment designated for contribution to the employee's Section 457(b) deferred compensation plan shall be subject to all applicable Internal Revenue Service (IRS) annual contribution limits. If the lumpsum payment would cause the employee to exceed the applicable annual contribution limit, the amount in excess of the allowable contribution shall, at the employee's election, be contributed to the applicable Health Care Savings Program (HCSP), if permitted, or paid to the employee through payroll, subject to all applicable taxes and withholdings.

Section 8.2: Uniforms and Plain Clothes. The uniform policy and allowance shall be for special unit employees and plainclothes employees as determined by the Chief. Employees assigned to the detective bureau will be eligible for a maximum clothing allowance of $800 annually for business attire on an as needed basis as determined by the Chief. Employees assigned to undercover assignments will be eligible for a maximum of $300 for plain clothes and $500 for business attire on an as needed basis as determined by the Chief.

The Employer shall reimburse, up to the amount of two hundred dollars ($200.00), to the employees for an approved style of uniform boots or shoes. Employees in plain clothes or undercover assignments may use the shoe reimbursement for dress shoes or uniform shoes, but not for both in the same contract year. This reimbursement shall be allowed one time per contract year as needed. This amount shall not be allowed to roll over to the following year if not used by the employee.

In addition hereto, the City hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The City will repair or replace items of personal clothing of plainclothes employees covered by this Agreement, which may be damaged in the course of their duties with the Jackson Police Department not to exceed one hundred fifty dollars ($150.00) per incident.

Section 8.3: Field Training Officer (FTO) Pay. All Jackson Police Department officers below the rank of Sergeant who are assigned Field Training Officer (FTO) duties are authorized, without supervisory approval, up to four (4) hours overtime/compensatory time per week to complete the necessary administrative tasks associated with their duties.

In order to be eligible for this overtime, the FTO must have had a trainee assigned to him/her for the entire week in which the overtime is accrued and shall submit any required documentation of such overtime work.

Additional Pay for FTO:

a. For each day that a FTO has a trainee, the FTO shall be compensated one additional hour of pay at their current rate.
b. In order to be eligible for this one hour of additional pay, the FTO must have the trainee for at least eight hours during the shift.
c. The FTO shall not be compensated any additional amount on the days they have a trainee less than eight hours during the shift.

ARTICLE 9 - HOLIDAYS

Section 9.1: The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

POLC members serving in a plainclothes or special assignment shall celebrate the above holidays: on a Friday if the actual holiday falls on a Saturday; and on a Monday if the actual holiday falls on a Sunday. Any exceptions to the language in this paragraph shall be agreed to by the Bargaining Unit and Employer.

Section 9.2: Qualification for Pay. To qualify for holiday pay under this Article, an employee must be a regular full-time employee and must have worked all of the scheduled hours during the work day prior to the holiday and the next scheduled work day following such holiday, except in cases where the employee's absence on such day(s) is due to approved time off excluding sick time.

Section 9.3: Compensatory Time for Holidays. Employees shall be paid 2.5 times their straight hourly rate of pay for holidays worked. When an employee is not scheduled to work and does not work, he/she shall receive eight (8) hours of straight-time pay. Employees scheduled to work the holiday but given the day off, will be paid their regular shift hours at straight time (either 8 or 12 hours).

Section 9.4: Option to Work Holiday. The senior employee, within a classification within a given unit, will be given the option to work or take a layoff when the City reduces its work force on a holiday.

ARTICLE 10 - VACATIONS

Section 10.1: **Scheduled Vacation Accrual**. Employees who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

of Service	Annual Accrual*	Annual Carryover
Between 1 and up to 5	80	Up to 40
Between 5 and up to 7	96	Up to 40
Between 7 and up to 10	120	Up to 80
Between 10 and up to 15	144	Up to 80
Between 15 and up to 20	160	Up to 80
20 or more years	200	Up to 80

Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave. Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave.

Section 10.2: Vacation Pay. A day of vacation pay as provided for in Section 10.1 above shall equal eight (8) hours of pay at the employee's straight-time rate of pay at the time the employee takes his vacation.

Section 10.3: Vacation leave Scheduling. The Police Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and workload requirements as determined by the Police Chief. Vacation leave shall be granted giving preference to the classification within a given unit. In the event two (2) or more employees in the same classification in the same unit desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of classification seniority within the assigned unit shall select alternative dates for his vacation.

Members of this unit will be guaranteed two vacation picks at each shift change. Members will select their first pick by seniority. Once this is completed, the process will repeat itself for a second pick.

Section 10.4: Vacation Pay at Termination. If an employee with less than five (5) years of service, who is otherwise eligible for vacation with pay, quits, or is discharged and is not reinstated on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

Effective for retirements on or after January 1, 2002, the employee will receive vacation or a lump sum payoff for vacation accrued in his/her final year of employment if the employee was physically present and worked at least the number of hours for which

accrued vacation will be used or earned. Employees retiring prior to working the full number of hours in their vacation bank during their last year shall be eligible for vacation or vacation lump sum payoff on a prorated basis (one hour of accrued vacation used or paid for each hour present and worked).

Examples: (1) an employee accruing 200 hours of vacation on January 1 must work at least 200 hours to use that vacation or receive the lump sum payoff; (2) an employee who works 80 hours after January 1 and retires will only be allowed 80 hours of the newly accrued vacation to use or as a lump sum payoff.

The minimum work hour restrictions shall not apply to use of or pay-out for vacation carried over for the previous year.

ARTICLE 11 - INSURANCE

Section 11.1: Current Employees. Each full-time employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and if offered, any prescription drug plan provided by the Employer. Employees will share the cost of the deductible as follows: $500 Employee/$4,500 City for single or $1,000 Employee/$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage).

> However, effective July 1, 2015, all City employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee choses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered between May and July of EACH calendar year. Upon receiving a positive test result (i.e. nicotine in your system), as well as those who choose to opt out, the employee shall be required to pay an additional 30% towards that year's health insurance premium. An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager

The current annual cash in lieu of receiving City health insurance:

Single	$1,500
Two Person	$1,850
Family	$2,200

Spouse Healthcare Eligibility: Effective July 1, 2026, if a member's spouse has available employment group health coverage with another employer, the spouse is not eligible to

be covered under the City of Jackson's medical plan unless the monthly cost schedule for that spouse's own employer group health plan exceeds 150% of the in-force employee monthly contribution schedule for the City's medical plan. The cost calculation for the spouse's available coverage does not include any opt-out payments that would cease if the spouse elects their own employer group plan.

Section 11.2: Retiree Health Insurance – Employees Hired Before July 1, 2012.

Full-Service Retirees: All service members covered by this Agreement and who meet the requirements of a full-service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family). However, subsection 11.1 Spouse healthcare eligibility does not apply.

Non Full-Service Retirees:

All non-service members covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:

Duty disability retiree, must have at least 10 years of full time City service to be eligible for retiree health insurance	30%
Non-duty disability retiree must have at least 20 years of full time City of Jackson	50%
Non-duty disability retiree must have at least 25 years of full time City of Jackson Police service to be eligible	45%

Coverage for Full Service & Non Full-Service Disability Retirees

The specified insurance coverage and Employer's liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. A retired employee, who ceases to be covered by the Employer's insurance because of his employment or his spouse's' employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer's insurance coverage described in this section. If a retiree who retires after the execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if coverage is available through the new spouse.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage, and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of $250 per month for the retiree or $450 per month for the eligible retiree and spouse, or the city's actual cost to provide said insurance respectively, or the retiree may receive this stipend to purchase alternate coverage.

Section 11.3: Retiree Health Insurance – Employees Hired On/After July 1, 2012:

All employees Hired On/After July 1, 2012 will not be eligible for health insurance in retirement. Full time employees will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer and employee shall contribute annually to be the RHS plan according to the table below. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

Employer Contribution	Employee
$2,750	$600

Section 11.4: Life Insurance.
The Employer is entitled to select a provider for life insurance coverage for members of this unit. The Employer will provide all eligible regular full time employees with term life insurance equal to one (1) time their annual earnings, but in no case shall it be less than $30,000 or more than $125,000 and rounded to the next highest multiple of $1,000. If the employee wishes to have additional life insurance coverage (up to a combined maximum of five (5) times annual salary or up to $400,000) it shall be at their expense. The Employer will likewise provide for payment of five thousand dollars ($5,000) accidental death benefit for any employee killed in the performance of his duties with the City of Jackson.

Section 11.5: Dental/Optical Reimbursement. The Employer will credit each full-time employee with a dental and optical credit every pay period. The credit amount is a total of $750.00 per fiscal year. The amount is listed in the earnings section of an employee's paystub.

Section 11.6: National/State Health Care. If, during the term of the parties' agreement, the federal or state government implement a health care plan that replicates all or part of the health insurance benefits provided by the Employer, the parties will re-open negotiations on this subject with the goal of achieving an agreement on ensuring

the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

ARTICLE 12 – PENSION

Section 12.1: Duty Disability. An employee covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated as 66-2/3% of final average compensation. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).

Employees hired on or after July 1, 2012 who are eligible for a duty-disability pension as provided by Act 345 shall receive a pension to age fifty-five (55) calculated at sixty-six and two-thirds (66-2/3%) of the average final compensation.

Section 12.2: Non-Duty Disability Pension Calculation. An employee covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at 2½% of final average compensation multiplied by years of service. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).

An employee hired on or after July 1, 2012, covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated using a multiplier of 2.75% for the first 25 years of service and then 1.0% for years of service in excess of 25 years.

Section 12.3: Service Retiree Pension Calculation. All Union members eligible for membership in the Act 345 retirement shall come under the terms of said Retirement System providing they satisfy the following years of service and age requirements and the following table:

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Hire Date	Years of Service	Age	Multiplier first 25 years of Service	Multiplier for years of service after 25 years	Pension Cap	Annuity Withdrawal	Final Average Compensation
On or before December 31, 1998	25	Any	2.9%	1.0%	71%	2.25% on contributions made on or before December 31, 2003 8% on all contributions made on or after January 1, 2004 Special Provision - anyone retiring in calendar years 2017, 2018, 2019, 2020, 2021with a full service retirement will have their contributions discounted by	Final Average compensation shall be calculated based upon the average of the employees final 4 years of service Special Provision- Deleted to accommodate extra years in AW section
After January 1, 1999 and before June 30, 2012	25	Any	2.9%	1.0%	70%	5.5%on contributions made on or before December 31, 2003, and 8.25% on contributions made on or January 1, 2004	Final Average compensation shall be calculated based upon the average of the employees final 5 years of service
After July 1, 2012 and before June 30, 2016	25	Any	2.75%	1%	75%	8.25% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service
After July 1, 2016	25	Any	2.75%	1%	75%	8.5% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service

Section 12.4: Participation in Act 345 System. All unit members will participate in the Act 345 Retirement System and may continue to participate in a 457 plan (i.e., deferred compensation plan) offered by the City.

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Section 12.5: Purchase of Cadet Service Time) Cadets who are promoted into the unit after July 1, 2008, and have not had a break in service shall be allowed to purchase such prior service as Cadets by paying an amount to the City of Jackson Act 345 Pension System equal to the actual cost for adding such service time as determined by the pension system actuary. They must exercise this option within one calendar year after the date they are promoted into the unit and complete payment within two years of the promotion into the unit. If payment is not made within the two calendar year period, they shall not be permitted to purchase such service after that date

The purchase of this prior service shall be for pension purposes only under Act 345 and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters except reaching eligibility requirements for service retirement under Act 345.

Section 12.6: Benefit for Disability Retiree's Surviving Spouse. Upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his or her surviving spouse equal to 50 percent of what would have been the deceased employee's normal regular pension calculated at the time of retirement had the deceased employee taken a normal retirement. Except as altered by this Agreement and other agreements between the parties, the retirement benefits received in accordance with Act 345 of 1937 as last amended shall be provided in said Act.

Section 12.7: Purchase of Military Service Time. For any member wishing to retire as a service retiree with military buyback must pay to the City the actual cost as determined by the City's actuary of such military buyback. If the employee upon retirement elects the Employee Contribution Withdrawal Option, the employee contribution withdrawal shall be reduced by the amount paid by the employee for the military buyback option excluding any interest earned. The amounts used for this computation will be calculated by the Employer's actuary using the rate of assumed investment return for immediate annuities in effect on the date of retirement and based upon a 2.5 multiplier.

Total buyback of military time cannot exceed a total of five (5) years and shall not be counted towards their minimum service requirements to qualify for retirement but shall be included in their final average compensation. Prior service credit purchased for military service shall be for Act 345 retirement and pension purposes only, and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters.

Section 12.8: Pension Multiplier and Employee Contribution.

Pension contributions are as follows:

Member Contribution Rates- (Ultimate Rates)-	**From January 1, 2029**	**Cont. Increase**
Police Officers -Hired before 6/30/2012	**12%**	**+0.00%**
Police Command-Hired after 7/1/2012	**13.00%**	**+5.50%**

Member Contribution Rates- (Temporary Rates) (Temporary Additional Member Contribution (5 Year UAAL Amortization)	**January 1, 2026, until December 31, 2028**	**Cont. Increase**
Police Officers -Hired before 6/30/2012	**13.5%**	**+0.00%**
Police Officers-Hired after 7/1/2012	**14.5%**	**+5.50%**

ARTICLE 13 - GENERAL

Section 13.1: The parties recognize the right of the Employer to promulgate reasonable work rules, regulations and orders; however, none of the above shall be inconsistent with the terms and conditions of this Labor Agreement. In addition, any disciplinary action taken may be reviewed by exercise of the Grievance Procedure.

Section 13.2: The Union shall have the right to use departmental facilities and equipment, including typewriters, Xerox machines and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The Union shall be responsible for such equipment and pay for the actual cost of all materials and supplies incidental to such use.

Section 13.3: The Union shall have the right to use departmental mailboxes to notify the Union members of meetings, special notices and other written communications as determined by duly elected Union representatives.

Section 13.4: The Union shall be provided suitable bulletin board space at Police Headquarters for the posting of Union notices of the following type:

A. Notices of recreational and social events of the Union;

B. Notices of Union elections;

C. Notices of results of Union elections;

D. Notices of meetings of the Union; and

E. Such other notices approved by the Chief of Police.

Section 13.5: It is hereby agreed between the parties that in the event any person makes a complaint against a Police Officer with the Department which requires investigation, the City will give notice of such complaint to the Officer involved within fifteen (15) days after completion of the investigation.

Section 13.6: In the event the Chief of Police has reason to believe an employee, as a result of physical or mental illness or disease, is unable to perform his duties, a physical or mental examination can be ordered. If the employee disagrees with the Employer's doctor's findings, the

employee may obtain, at his own expense, a physical or mental examination by a doctor of his own choice. Should there be a conflict in the findings of the two doctors, then a third doctor, mutually satisfactory to the Employer and the Union, shall give the employee a physical or mental examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. If an employee is found to be medically able to perform his job, any sick leave credits used as a result of this Section shall be reinstated. An employee determined to be physically or mentally disabled as provided herein shall be placed on medical layoff and said employee shall be entitled to make use of other leaves of absence provisions, including long-term disability provisions by charter, and shall not suffer loss of seniority if unable to work under these conditions. It is further understood that findings as provided by the medical panel do not limit employee's rights under the Worker's Compensation Act.

A. Employees who have a physical defect, caused by a duty-related injury on or before January 10, 1979, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had on January 10, 1979.

Section 13.7: Physical Agility Testing

A. All employees covered by this Agreement and have elected the physical agility option, may take a physical agility test on an annual basis. The test will be administered once per year.

B. The It's Your Life program shall continue through Fall 2026 due to enrollment being completed in Spring 2026. Beginning in 2027, the current Physical Agility Test language outlined in the Collective Bargaining Agreement shall be honored in all subsequent years. The Employer and the Union both agree to work out the parameters of the agility testing by the end of the 2026 calendar year.

C. Before an employee can take the physical agility test, the employee must successfully complete a medical examination and obtain a medical release to take the physical agility test. This annual examination will be at the Employer's expense. An effort will be made by the Employer to schedule the medical examination on duty, however, if it is not possible to schedule the exam on duty the employee will not be compensated for the time involved in completing the examination. Any employee who fails the first medical examination will be allowed, at their own time and expense to obtain a release from a medical physician of their own choosing. The medical release must state that the employee is physically able to take the physical agility test. The Employer may pay for a second medical examination at the discretion of the Chief of Police.

D. Employees covered by this Agreement who are unable to take the physical agility test for whatever reason will not be compensated.

E. Employees sustaining an injury while taking the physical agility test will be classified as injured on duty.

F. The Jackson Community College Health and Physical Fitness Department, other appropriate facility and/or the Employer will provide the physical agility test to employees covered by this Agreement. The parameters of the test must be agreed to by

both the Union and the Employer before the test is to be given. In the event no reasonable test is given, all employees covered by this Agreement will receive a minimum award of $365.00.

G. The remuneration for the employees passing the physical agility test will be as follows:

"Fair" rating	$365.00
"Good" rating	$487.00
“Excellent" rating	$608.00
"Superior"	$730.00

1. If an employee receives a minimum of a "fair" rating during the first testing in any calendar year and wishes to improve his/her rating during the second testing period in the same calendar year, the employee will reimburse the Employer for the cost associated with administering the second test. Both tests must administered during the same calendar year. Employees who fail to meet a minimum of a "fair" rating during the first testing period in the calendar year will not be required to reimburse the Employer for the costs of taking the second test that year.

2. The employee will have the option of selecting the highest rating received and will be reimbursed at that rate. Payment will be made as soon as possible after the employee makes the determination of which rating he/she wishes to use and so advises the Employer.

H. The Employer will furnish all employees covered by this Agreement at the Employer's expense, access to facilities to aid the employee in preparation for the physical agility test. Employees will be reimbursed for proven expenses at an approved facility not to exceed the cost of the basic membership at the Y Center if the member uses that facility (as determined by the anniversary date of the employee’s previous membership date) provided the employee shows proof of at least eighty-four (84) visits to the approved facility. The member must choose only one training facility each year.

I. No disciplinary action shall result against any employee covered by this Agreement who fails the physical agility test.

Section 13.8: Equipment. The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 13.9: Tuition Reimbursement. The City agrees to furnish the full cost of tuition, books required and fees for approved undergraduate courses of study and/or approved courses within an undergraduate degree for employees covered by this Agreement, when such costs are not

covered by other programs. Any such courses must have written approval of the Chief of Police prior to taking such course to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table; and in order to be eligible for reimbursement of tuition, books and fees, the employee must successfully complete the class with a grade of "C" or better or its numerical equivalent.

Section 13.10: **Report to Duty** All sworn Jackson Police Department personnel are obligated to report to work to their assigned duty station at properly assigned times or receive an excuse for the absenteeism from their immediate available superior. In cases of natural disaster or extreme weather conditions, the department will make every reasonable effort within their resources to assist employees in meeting their work obligations. However, an employee who does not report for work at his assigned duty station shall not be paid.

Section 13.11: Residency. The City will offer a $1,500.00 a year residency allowance for bargaining unit employees who live inside of the City of Jackson limits. The residency allowance is paid for each consecutive 12 month period of City residency and full time City employment. Additionally, the allowance will be paid for each consecutive 12 month period of city residency and full time City employment and is paid the following month after the full year of residency and employment are established. The allowance is only payable to one (1) City employee per household per year.

Section 13.12: **Invalid Provisions** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 13.13: Collective Bargaining The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 13.14: Severability No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing including Civil Service Rules and Regulations and Personnel Policy and Procedures which are inconsistent with any term of this Agreement.

ARTICLE 14- DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the 30th day of June 2030, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

Executed this _____ day of _____, 2026 in Jackson, Michigan.

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Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2026
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	61,526	65,312	69,098	72,238	75,733	79,310	81,266	83,325	85,363
	Bi-Wkly	2,366.40	2,512.00	2,657.60	2,778.40	2,912.80	3,050.40	3,125.60	3,204.80	3,283.20
	Hourly	29.58	31.40	33.22	34.73	36.41	38.13	39.07	40.06	41.04
83	Annual	69,098	70,678	72,238	75,733	79,310	82,514	85,301	87,464	89,606
	Bi-Wkly	2,657.60	2,718.40	2,778.40	2,912.80	3,050.40	3,173.60	3,280.80	3,364.00	3,446.40
	Hourly	33.22	33.98	34.73	36.41	38.13	39.67	41.01	42.05	43.08
84	Annual	72,238	73,965	75,733	79,310	82,514	85,904	89,565	91,874	94,099
	Bi-Wkly	2,778.40	2,844.80	2,912.80	3,050.40	3,173.60	3,304.00	3,444.80	3,533.60	3,619.20
	Hourly	34.73	35.56	36.41	38.13	39.67	41.30	43.06	44.17	45.24

*Including one year at preceding rate

82 - Patrol Officer
83 - License Enforcement Officer
84 - Detective and Constable

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service.

Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18) years of service. Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct

Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2027
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	63,378	67,267	71,178	74,402	78,000	81,682	83,699	85,821	87,922
	Bi-Wkly	2,437.60	2,587.20	2,737.60	2,861.60	3,000.00	3,141.60	3,219.20	3,300.80	3,381.60
	Hourly	30.47	32.34	34.22	35.77	37.50	39.27	40.24	41.26	42.27
83	Annual	71,178	72,800	74,402	78,000	81,682	84,989	87,859	90,085	92,290
	Bi-Wkly	2,737.60	2,800.00	2,861.60	3,000.00	3,141.60	3,268.80	3,379.20	3,464.80	3,549.60
	Hourly	34.22	35.00	35.77	37.50	39.27	40.86	42.24	43.31	44.37
84	Annual	74,402	76,190	78,000	81,682	84,989	88,483	92,248	94,640	96,928
	Bi-Wkly	2,861.60	2,930.40	3,000.00	3,141.60	3,268.80	3,403.20	3,548.00	3,640.00	3,728.00
	Hourly	35.77	36.63	37.50	39.27	40.86	42.54	44.35	45.50	46.60

*Including one year at preceding rate

82 - Patrol Officer
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Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18)

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SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2028
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	65,270	69,285	73,320	76,627	80,350	84,136	86,216	88,400	90,563
	Bi-Wkly	2,510.40	2,664.80	2,820.00	2,947.20	3,090.40	3,236.00	3,316.00	3,400.00	3,483.20
	Hourly	31.38	33.31	35.25	36.84	38.63	40.45	41.45	42.50	43.54
83	Annual	73,320	74,984	76,627	80,350	84,136	87,547	90,501	92,789	95,056
	Bi-Wkly	2,820.00	2,884.00	2,947.20	3,090.40	3,236.00	3,367.20	3,480.80	3,568.80	3,656.00
	Hourly	35.25	36.05	36.84	38.63	40.45	42.09	43.51	44.61	45.70
84	Annual	76,627	78,478	80,350	84,136	87,547	91,146	95,014	97,490	99,840
	Bi-Wkly	2,947.20	3,018.40	3,090.40	3,236.00	3,367.20	3,505.60	3,654.40	3,749.60	3,840.00
	Hourly	36.84	37.73	38.63	40.45	42.09	43.82	45.68	46.87	48.00

*Including one year at preceding rate

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Longevity lumpsum increase : - annual lump sum payments of $1,500 after seven (7) years of service until the 12th year; annual lump sum payments of $2,250 after twelve (12) years of service until the 18th year; and annual lump sum payments of $3,000 after eighteen (18) years of service. Employees have the option of receiving the longevity lumpsum through payroll deposit, contribution to 457 or direct

Appendix A

SCHEDULE IV

POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE: 7/1/2029
Increase: 3.00%

		BASE PAY RATES						LONGETIVITY		
		Step 1	Step 1-1/2	Step 2	Step 3	Step 4	Step 5	1L	2L	3L
							After	After	After	After
Class	Pay	Minimum		Next	Next	Next	4 Years	7 Years	12 Years	18 Years
Grade	Basis	1st Year	6 Months	Year	Year	Year	Service*	Service*	Service*	Service*
82	Annual	67,226	71,365	75,525	78,936	82,763	86,653	88,795	91,062	93,288
	Bi-Wkly	2,585.60	2,744.80	2,904.80	3,036.00	3,183.20	3,332.80	3,415.20	3,502.40	3,588.00
	Hourly	32.32	34.31	36.31	37.95	39.79	41.66	42.69	43.78	44.85
83	Annual	75,525	77,230	78,936	82,763	86,653	90,168	93,226	95,576	97,906
	Bi-Wkly	2,904.80	2,970.40	3,036.00	3,183.20	3,332.80	3,468.00	3,585.60	3,676.00	3,765.60
	Hourly	36.31	37.13	37.95	39.79	41.66	43.35	44.82	45.95	47.07
84	Annual	78,936	80,829	82,763	86,653	90,168	93,870	97,864	100,422	102,835
	Bi-Wkly	3,036.00	3,108.80	3,183.20	3,332.80	3,468.00	3,610.40	3,764.00	3,862.40	3,955.20
	Hourly	37.95	38.86	39.79	41.66	43.35	45.13	47.05	48.28	49.44

*Including one year at preceding rate

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APPENDIX B

DRUG TESTING POLICY

I. PURPOSE

A. The Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.

B. The department and the employee may be liable for failing to address and ensure employees can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure drug tests are ordered based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

II. DEFINITIONS

A. Employee: All personnel employed by the Jackson Police Department, both sworn and civilian.

B. Supervisor: Both sworn and civilian employees assigned to a position having day- to-day responsibility for supervising subordinates, or responsible for commanding a work element.

C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs.

D. Reasonable Objective Basis:

1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

III. POLICY

A. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.

B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited; except as required in the lawful performance of their duties as a member of the Jackson Police Department.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.

C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or supervisor.

IV. GENERAL

A. Hearing.

If the department has a reasonable suspicion to believe an employee has violated this policy, the following procedure will apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:

   a. Employee
   b. Employee's Union Representative, if applicable
   c. Employee's Supervisor
   d. Chief of Police or designee

2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

3. If it is determined by the Chief of Police that the reasonable suspicion is substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.

4. Said employee shall be required to submit to an immediate blood and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.

5. Such test shall be given pursuant to the procedure as outlined in Appendix B-1 or prior arrangement at a site determined by the department.

6. The employee shall submit to such test and release of test results to the City; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.

7. After the test has been given and the results known, the employee:

    a. Will be put back to work with full pay for time lost, should the test results be negative; or

    b. Shall be subject to discipline, including discharge, should the test results be positive.

B. All property belonging to the department is subject to inspection at any time without notice, as there is no expectation of privacy.

1. Property includes, but is not limited to, police owned vehicles, desks, containers, files and storage lockers.

2. Employees' assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor after reasonable advance notice (unless waived by the Chief of Police) and in the presence of the employee.

C. Police employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.

V. PROCEDURE

A. Drug Testing/Urinalysis

1. Applicants

All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others involved in the testing procedure.

a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.

b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.

c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.

e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.

f. The results of drug tests on applicants shall be confidential and used for official purposes only.

2. Current Employees of the Department

a. The Chief of Police may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.

b. Current employees may be ordered by the Chief of Police to take a drug test where:

(1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or

(2) there has been the use of deadly force involving an injury or death; or

(3) there has been serious injury to the employee.

(4) on a random basis and/or without notice.

c. A drug test may be part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management, or an assignment, which places the employee in close proximity to drugs that may be abused.

d. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.

3. Current Sworn Employees Assigned to a Drug Enforcement Unit

Any employee assigned to a unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2. above) to submit to periodic drug tests at the discretion of the Chief of Police or designee.

a. Prior to accepting a drug enforcement assignment, an employee shall execute

a written agreement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological or other testing, including urine and/or blood tests for drug or narcotic substances.

b. The Chief of Police shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.

4. The procedure for administering the urinalysis program is outlined in Appendix B-1 of this policy.

5. Should an employee recognize himself to be substance dependent and asks the City of Jackson for a leave of absence before being confronted by management through the above procedure, he/she shall be granted accumulated vacation, sick or compensatory time off while under the care of a City-recognized rehabilitation program. If such paid time off is not available to the employee, he/she shall be granted a leave of absence without pay for this purpose. He/she will be reinstated after the successful completion of the program, but remain on probation for one (1) year during which time he/she must remain substance-free and the employee will be subject to random unannounced testing. Should he/she not complete the one (1) year rehabilitation, the individual will be terminated on his dismissal or withdrawal from the program or violation of the program.

VI. RESPONSIBILITY

Failure to comply with the provisions of this policy may be used as grounds for disciplinary action. Refusal by a police employee to take the required drug test or follow this policy will result in immediate suspension from duty pending final disciplinary action.

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APPENDIX B-1

BLOOD AND/OR URINALYSIS PROCEDURES

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.

4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:

   a. Initial screening step; and

   b. Confirmation step.

2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drugs or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.

4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.

5. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.

6. Any confirmatory test shall be done by chromatograph/mass spectrometer.

7. If the first test is positive, a confirming test shall be run by a second laboratory. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.

2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

   a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).

   b. GLC (Gas Liquid Chromatography).

   c. GC/MS (Gas Chromatography/Mass Spectrometry), recommended for confirmation step.

   d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

   a. RIA (Radioimmunoassay).

   b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

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APPENDIX B-2

Drug/Metabolite	Decision Level	CG/MS Confirmation
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	100 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
Opiates - Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Propoxyphere	300 ng/ml	200 ng/ml
Alcohol	.02 BAC	.02 BAC

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DRAFT

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Purchase — Freightliner Manitex Crane Truck**

Recommendation:

Approve the City of Jackson - Water Treatment Plant's purchase of a Freightliner Manitex Crane Truck, through Mi Deal contract number 240000000095, in the amount of $395,846.00 to be paid via fund 402-591-000-981.000, approved in the 2026/2027 budget. Authorize the City Manager and the Director of Public Works to execute the appropriate documents.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: August 18, 2026

RECOMMENDATION: Approve the purchase of a Freightliner Manitex Crane Truck To be purchased through the Mi Deal contract number 240000000095, by the City of Jackson's Water Treatment Plant.

ISSUE STATEMENT

The current Gallion crane is 41 years old and needs more work than the value of the machine. The city purchased this Gallion crane used in 2002 and has been in service ever since. Due to the age and use of this machine we feel it is safer to replace it. If we don't replace it will result in frequent costly repairs and possible safety issues.

DESCRIBE THE CONSEQUENCES

If we are unable to purchase a new Freightliner Manitex Crane Truck, it will result in breakdowns and safety concerns. Both of which are costly and time-consuming. Water Treatment Plant staff, and the Motor Pool Lead Mechanic feel the current Gallion crane should be replaced. It is currently difficult to get parts for this vital piece of equipment, and we feel it is past its life expectancy. Hiring a third party well company will also add significant cost to our well budget. The Gallion Crane is used by WTP staff for pulling wells and resetting wells at the Mansion Street and Sharp Park well field. This is also used to pull altitude valves at both City elevated towers and Blackman Township elevated tank.

OWNERSHIP

The Water Treatment Plant is responsible for the maintain our two well fields and remote site equipment. We feel we need to maintain the same level of care for these assets as we have in the past, and be fiscally responsible. This Freightliner Manitex Crane Truck will ensure that City staff can maintain the City's water production wells and altitude valve for the next 25 years. This is a planned purchase and is part of the normal planned fleet replacement in the 2026/27 approved budget.

SOLUTION

Approve the purchase of this Freightliner Manitex Crane Truck to ensure the city can continue to maintain a level of quality work for years to come. The purchase price of this equipment is $395,846.00 to be paid for through 402-591-000-981.000 fund, in the 2026/2027 approved budget.

FACILITATE IMPLEMENTATION

Approve the purchase of this Freightliner Manitex Crane Truck at a purchase price of $395,846.00. This will be paid for out of 402-591-000-981.000 in the 2026/2027 approved budget.

ATTACHMENTS

1. FREIGHTLINER CRANE 25TON 07 30 26 DATE
2. Manitex 2892RM

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
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3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

N E W O R D E R F R E I G H T L I N E R / M A N I T E X P A C K A G E

MIDEAL CONTRACT # 240000000095

2027 M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 2200 RPM,1050 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR RT-46-160 46,000# R-SERIES AXLE
HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION
DETROIT DA-F-18.0-5 18,000# FRONT AXLE
20,000# FLAT LEAF FRONT SUSPENSION
106 INCH ALUMINUM CONVENTIONAL CAB
6850MM (270 INCH) WHEELBASE
9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI
3300MM (130 INCH) REAR FRAME OVERHANG
0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT	TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	131,995	
INSTALLED MANITEX PACKAGE QUOTE DATED 7/30/26		$	263,851	
CUSTOMER PRICE BEFORE TAX		**$**		***395,846.00***

CHASSIS DISCOUNT:

DEDUCT <$ 5,100.00> CHASSIS PORTION EARLY PAYMENT, NET 30 /CHASSIS BUILD DATE = $126,895.00

TAXES AND FEES				
FEDERAL EXCISE TAX (FET)	$	0	$	0
TITLE /DOC FEE	$	275	$	275

COMMENTS/ NOTES:

- **INCLUDES PREP, DELIVERY & MIDEAL FEES FOR PACKAGE**

APPROVAL: Please indicate your acceptance of this quotation by signing below:
Customer: X_____ Date: ___ / ___ / ___.

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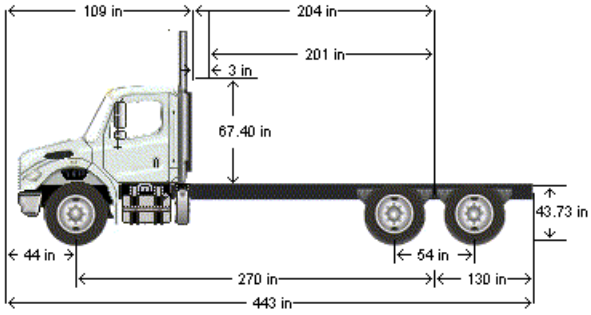
D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....M2106
Wheelbase (545) .....6850MM (270 INCH) WHEELBASE
Rear Frame Overhang (552).....3300MM (130 INCH) REAR FRAME OVERHANG
Cab Size (829).....106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	109.3
Bumper to Centerline of Front Axle (BA)	43.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	204.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	201.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	334.0
Cab Height (CH)	67.4
Wheelbase (WB)	269.7
Frame Overhang (OH)	129.9
Overall Frame Length	429.0
Overall Length (OAL)	443.3
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) .....6850MM (270 INCH) WHEELBASE
Frame Rails (546).....9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI(546)
Yield Strength (psi).....140000
Section Modulus (per rail) (cu in) 18.02
RBM (per rail) (lbf-in).....3697100
Inner Frame Reinforcement (547).....0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) .....NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	6850MM (270 INCH) WHEELBASE
Frame	9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI
Inner Frame Reinforcement	0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	140000
Section Modulus - per rail (cu. in.)	26.41
Frame RBM - per rail (lbf-in)	3697100

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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S P E C I F I C A T I O N P R O P O S A L

Vehicle Configuration			
	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
	2027 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION, NON-TOWING		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON DRIVER DOOR)		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	FIXED LOAD COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
Truck Service			
	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/CRANE		
Engine			
	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
	72 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1200 RPM		

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Engine Equipment

EPA 2010/GHG 2024 CONFIGURATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH **RH B-PILLAR MOUNTED VERTICAL TAILPIPE**	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		

	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	CUMMINS SPIN ON FUEL FILTER		
	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	1100 SQUARE INCH ALUMINUM RADIATOR	70	
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	RADIATOR DRAIN VALVE		
	LOWER RADIATOR GUARD		
	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 223		
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 800 RPM		
	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		

CUSTOMER/UPFITTER PTO PREP.		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		

Front Axle and Equipment

DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
OIL/AIR POWER STEERING COOLER	5	
MINERAL SAE 80/90 FRONT AXLE LUBE		

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION	310	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
NO FRONT SHOCK ABSORBERS	-30	

Rear Axle and Equipment

MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960

	5.63 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	45	45
	RPL20 MERITOR INTERAXLE DRIVELINE		
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS REAR BRAKE LINING		
	STANDARD BRAKE CHAMBER LOCATION		
	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
	REAR OIL SEALS		
	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION		560
	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
	54 INCH AXLE SPACING		
	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
	STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS		
	DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13
	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS WITH TRACTION CONTROL		

REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
STANDARD AIR MANAGEMENT UNIT		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER FRAME MOUNTED		
STEEL AIR BRAKE RESERVOIRS		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

NO TRAILER AIR HOSE		

Wheelbase & Frame

6850MM (270 INCH) WHEELBASE		
9.5MM X 83.5MM X 284.0MM STEEL FRAME (.37 X 3.29 X 11.18 INCH) 140 KSI	540	180
0.236 INCH (6.00MM) C-CHANNEL INNER FRAME REINFORCEMENT	280	280
3300MM (130 INCH) REAR FRAME OVERHANG		
CALC'D BACK OF CAB C/L (CA) : 204.13 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 201.13 in		
CALC'D FRAME LENGTH - OVERALL : 428.98 in		
CALCULATED FRAME SPACE LH SIDE : 146.33 in		
CALCULATED FRAME SPACE RH SIDE : 149.01 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		

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Chassis Equipment			
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD	40	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	CONTINENTAL INTELLIGENT HDC3 11R22.5 16 PLY RADIAL REAR TIRES		192
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB	
AIR CAB MOUNTING	
2-1/2 INCH FENDER EXTENSIONS	10
LH AND RH GRAB HANDLES	
MOLD-IN COLOR GRILLE	
MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE	
FIBERGLASS HOOD	
FREIGHTLINER NAME PLATES	
TUNNEL/FIREWALL LINER	
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4
SINGLE ELECTRIC HORN	
REAR LICENSE PLATE MOUNT END OF FRAME	
LED LOW BEAM AND HIGH BEAM HEADLIGHTS	
LED AERODYNAMIC MARKER LIGHTS	
DAYTIME RUNNING LIGHTS	
INTEGRAL STOP/TAIL/BACKUP LIGHTS	
STANDARD FRONT TURN SIGNAL LAMPS	
DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE	
DOOR MOUNTED MIRRORS	
102 INCH EQUIPMENT WIDTH	
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS	
STANDARD SIDE/REAR REFLECTORS	
63X14 INCH TINTED REAR WINDOW	
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS	
RH AND LH ELECTRIC POWERED WINDOWS	
1-PIECE SOLAR GREEN GLASS WINDSHELD	
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED	

Cab Interior

PROFESSIONAL TRIM PACKAGE	
MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"	
CARBON WITH BASE BLACK ACCENT	
MOLDED DOOR PANEL	

MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
(1) 12V DASH MOUNTED POWER OUTLET		
FORWARD ROOF MOUNTED CONSOLE		
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
(2) CUP HOLDERS LH AND RH DASH		
M2/SD DASH		
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
STANDARD LED CAB LIGHTING		
NO SECURITY DEVICE		
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		
KEY QUANTITY OF 2		
LH AND RH ELECTRIC DOOR LOCKS		
NO MATTRESS	-20	-15
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	60	20
DUAL DRIVER/PASSENGER SEAT ARMRESTS	8	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH SEAT COVERS		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
DRIVER PASSENGER INTERIOR SUN VISORS		

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Instruments & Controls

ELECTRONIC ACCELERATOR CONTROL

FULLY CONFIGURABLE CENTER INSTRUMENT PANELS

ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS

BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE

INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS

ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES

KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE

PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY

DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY

HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR BELOW LH DASH

2 INCH ELECTRIC FUEL GAUGE

ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS

QUICKFIT POWERTRAIN INTERFACE CONNECTOR BETWEEN SEATS WITH CAPS

* 4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS

$C1A0082ZZ,C1B0083ZZ,C1C0085ZZ,C1D0084ZZ

QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS

ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR

ENGINE COOLANT TEMPERATURE GAUGE

2 INCH TRANS OIL TEMPERATURE GAUGE

ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN MESSAGE CENTER

ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY

PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE

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EXTRA HARNESS LENGTH FOR FRONT RADAR RELOCATION	
ELECTRONIC STABILITY CONTROL	
ELECTRIC ENGINE OIL PRESSURE GAUGE	
1 QUIKFIT PROGRAMABLE MODULE (QPM/XMC) W/ (4) 20AMP FUSED RELAYS	10
TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE	
7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE	
DASH MOUNTED RADIO	
(2) RADIO SPEAKERS IN CAB	
SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS	
INTEROPERABLE SDAR ANTENNA	
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS	
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE	
STANDARD VEHICLE SPEED SENSOR	
ELECTRONIC 3000 RPM TACHOMETER	
DETROIT CONNECT PLATFORM HARDWARE	
5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES	
(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE	
IGNITION SWITCH CONTROLLED ENGINE STOP	
THREE EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT	
HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER	
HARDWIRE SWITCH #2,ON/OFF LATCHING, 30 AMPS IGNITION POWER	
HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER	
4 SWITCH SLOTS, OVERHEAD CONSOLE	
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN	

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	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
	NO WRG/SW-OPTL #2,CHAS,AIR		
Color			
	CAB COLOR A: L0006EY WHITE ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	POWDER WHITE (N0006EA) WHEELS		
	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	STANDARD E COAT/UNDERCOATING		
Total Weight+		8410 lbs	8254 lbs	16664 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Date: 7/30/2026
Branch: 1100

Maintex 2892RM

Manitex

D&K Truck Company
3020 Snow Rd
Lansing, MI 48917

CRM ID: 21731
JDC ID: 07.2026.D&KTrucking.02 Manitex 2892RM

Description
*2-speed Hoist w/ Grooved Drum
*7 Ton (6,4 mt) Hook and Ball
*3-Load Sheave Quick Reeve Boom Head
*Externally Wired Anti-Two Block w/ Lockout
*Boom Hoist Cylinder
*System Pressure Gauge
*372° Non Continuous Rotation
*Removable Boom Rest
*Engine Start/Stop
*Operator's Service/Parts Manuals
*Boom Length and Angle Indicators
*Electronic Throttle
* Foot Throttle
*Signal Horn
*Bubble Level
* 4 Section Telescopic Boom
*300' (90.44m) 9/16" (14.3mm) EIPS IWRC Wire Rope
*70 Gallon (265 liter) HD Reservoir
w/Suction Strainer & Ball Valve
*Pedestal, Turret, Rotation Bearing & Swing System
*Dual Operator Control Stations
* Load Moment Indicator-Audio/Visual w/Shutoff or
Audio/visual Capacity Alert w/ Shut off
*Audible Outrigger/Stabilizer Motion Alarm
*A-frame Link Type Front Outriggers (22' 4" Spread Width)
* Out and Down Rear Stabilizers (13 '7" Spread)
*3-Section Hydraulic Pump-Counterclockwise Rotation is Standard
*Subframe for 20' (6.1 m) Bed
*Outrigger Monitoring System-Verification Only

Basic Machine w/ 92' Four-Section Telescopic Boom, LMI -HARDWIRED ATB-STD

Mounting
Rear Mount Installation

Beds
20" Steel Heavy Hauler Bed w/ 3/16" Steel Tread Plate and External Rub Rail

Pump & PTO Options
3 Section Vane Pump *is Required with an Automatic Transmission - Clockwise Rotation*
Hotshift PTO *(Required with Automatic Transmission)*
Drive Shaft for Pump Installation *(Required with Automatic Transmission)*

RIGGING
Rotation Resistant Rope in lieu of Standard
30 ton 3-Sheave Block hook block for 2-4 Part Line

FRONT CENTER STABILIZER AND MOUNTING CHARGE
Rear Center Stabilizer *(Requires Additional Mounting Charge)*
Mounting--Rear Center Stabilizer
Control valve for operation of single stabilizer, Required w/FBS

Bulkhead
36" Steel Bulkhead

Over Frame Stabilizers for Rear mount ILO Standard

Proposal Summary

Total:	**$ 261,239.00**

Includes sale prep/PDI, delivery to Jackson MI, on-site in service training
D&K Trucking will provide the chassis

Terms and Conditions

******Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.******

- *Acceptance of this Proposal is subject to availability of the Equipment listed above.*
- *Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.*
- *The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.*
- *Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.*
- *If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.*

Thank you for your consideration of this proposal.

Sincerely yours,

Joseph Thompson

Joseph Thompson
Product Specialist
248/320-2217
JoeThompson@TeamJDC.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Email: _____

Purchase Order#: _____

SALE OF NEW EQUIPMENT
TERMS AND CONDITIONS

1. THE AGREEMENT. Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extend they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.

2. TERMS OF PAYMENT.
   - *2.1* *Payment Date*. All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
   - *2.2* *Shipping Delays*. If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
   - *2.3* *Delinquent Payments*.
     - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
     - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.

3. DELIVERY. Seller does not guarantee delivery dates.

4. RISK OF LOSS. Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.

5. INSPECTION OF EQUIPMENT. Buyer has inspected the Equipment and is satisfied with the Equipment's condition.

6. INDEMNIFICATION. Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.

7. MISCELLANEOUS.
   - *7.1* *No Assignment*. There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
   - *7.2* *Force Majeure*. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
   - *7.3* *Venue*. The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
   - *7.4* *Construction and Captions*. The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
   - *7.5* *Entire Agreement*. The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
   - *7.6* *Amendments*. The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
   - *7.7* *Partial Invalidity*. In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
   - *7.8* *Counterparts*. The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
   - *7.9* *Authority*. Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

   NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract with Five Star Energy Services, LLC**

Recommendation:

> **Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract with Five Star Energy Services, LLC in the decreased amount of $363,680.00 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 2 to the referenced 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: August 18, 2026

RECOMMENDATION: Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract with Five Star Energy Services, LLC in the decreased amount of $363,680.00 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 DWSRF Phase 1 Lead Service Line Replacements contract with Five Star Energy Services, LLC is now complete. As such, the attached balancing Change Order 2 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 a decrease of $363,680.00, bringing the current contract amount to $8,181,480.00.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. To this end, Engineering has developed this project to replace lead service lines within the City's water distribution system.

On April 15, 2025, City Council approved the award of the contract to Five Star Energy Services, LLC of Waukesha, Wisconsin in the amount of $6,978,900.00. On January 13, 2026, City Council approved Change Order 1 in the amount of $1,566,260.00 to increase the Water Service Reconnection fee by $180 per service to cover applicable permit costs and to maximize the available DWSRF funding by adding approximately 150 additional lead service replacements to the contract.

SOLUTION

Engineering has prepared this balancing Change Order 2 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 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract with Five Star Energy Services, LLC in the decreased amount of $363,680.00 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
ENG 25-10 DWSRF Phase 1 Lead Service Line Replacements
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	**$ 6,978,900.00**
CHANGE ORDER NO. 1	**$ 1,566,260.00**
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 8,545,160.00**
NEW CHANGE ORDER NO. 2	**– $ 363,680.00**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	**$ 8,181,480.00**

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:

Five Star Energy Services, LLC — Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer — Date:

ACCEPTED BY:

Jonathan Greene, City Manager — Date:

ENG24-16_HIGH LEVEL INTERCEPTOR SEWER CLEANING & CCTV
BALANCING CHANGE ORDER NUMBER 2

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	2087050	Mobilization (5% of Total)	1.00	0.00	1.00	LS	$ 85,000.00	$ -	$ -
0002	2087050	Maintaining Traffic	1.00	0.00	1.00	LS	$ 25,000.00	$ -	$ -
0003	2087050	SESC	1.00	0.00	1.00	LS	$ 25,000.00	$ -	$ -
0004	2087050	Water Service Verification	148.00	-96.00	52.00	Ea	$ 300.00	$ -	$ (28,800.00)
0005	8230240	Water Service, 2" (curb box to house)	1.00	-1.00	0.00	Ea	$ 5,200.00	$ -	$ (5,200.00)
0006	8230240	Water Service, 1-1/2" (curb box to house)	1.00	-1.00	0.00	Ea	$ 4,900.00	$ -	$ (4,900.00)
0007	8230240	Water Service, 1" (curb box to house)	823.00	218.00	1,041.00	Ea	$ 3,600.00	$ 784,800.00	$ -
0008	4047050	Long-Side Water Service, 2" (Main to Curb box)	1.00	-1.00	0.00	Ea	$ 5,200.00	$ -	$ (5,200.00)
0009	4047050	Long-Side Water Service, 1-1/2" (Main to Curb box)	1.00	-1.00	0.00	Ea	$ 4,900.00	$ -	$ (4,900.00)
0010	4047050	Long-Side Water Service, 1" (Main to Curb box)	329.00	62.00	391.00	Ea	$ 3,400.00	$ 210,800.00	$ -
0011	4047050	Short-Side Water Service, 1" (Main to Curb box)	495.00	-30.00	465.00	Ea	$ 3,200.00	$ -	$ (96,000.00)
0012	4047050	Curb Stop and Box on Water Service, 2"	1.00	-1.00	0.00	Ea	$ 550.00	$ -	$ (550.00)
0013	4047050	Curb Stop and Box on Water Service, 1-1/2"	1.00	-1.00	0.00	Ea	$ 500.00	$ -	$ (500.00)
0014	4047050	Curb Stop and Box on Water Service, 1"	823.00	288.00	1,111.00	Ea	$ 450.00	$ 129,600.00	$ -
0015	4047050	Remove and Replace Road (Major) for Water Service Tap	242.00	-71.00	171.00	Ea	$ 650.00	$ -	$ (46,150.00)
0016	8237050	Remove and Replace Road (Local) for Water Service Tap	583.00	50.00	633.00	Ea	$ 650.00	$ 32,500.00	$ -
0017	8237050	Water Service Reconnection	825.00	206.00	1,031.00	Ea	$ 430.00	$ 88,580.00	$ -
0018	1500002	General Increase: Change Order No. 1	1.00	-1.00	0.00	LS	$ 1,417,760.00	$ -	$ (1,417,760.00)
							Total:	$ 1,246,280.00	$ (1,609,960.00)
							Net Change:	$ (363,680.00)	
							Current Contract Amount:	$ 8,545,160.00	
							Revised Contract Amount:	$ 8,181,480.00	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Change Order 1 to the Pearl Loop Transmission Main contract with Dunigan Bros., Inc.**

Recommendation:

> **Approve Change Order 1 to the Pearl Loop Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $1,972,113.48 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 Pearl Loop Transmission Main 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: August 18, 2026

RECOMMENDATION: **Approve Change Order 1 to the Pearl Loop Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $1,972,113.48 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 Pearl Loop Transmission Main contract with Dunigan Brothers, 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 a decrease of $1,972,113.48, bringing the current contract amount to $5,577,491.89.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure.

On January 14, 2025, City Council approved the award of the contract to Dunigan Bros., Inc. of Jackson, Michigan in the amount of $7,549,605.37, but did not approve the special assessments required to perform full street reconstruction on East Avenue (Plymouth Street to Michigan Avenue) and Pearl Street (Cooper Street to Waterloo Avenue). As a result, the street reconstruction scope of work was reduced to pavement restoration only within areas disturbed by construction activities.

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 Pearl Loop Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $1,972,113.48 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
ENG25-03 Pearl Loop Transmission Main
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	**$ 7,549,605.37**
CHANGE ORDER NO. 1	**– $ 1,972,113.48**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 5,577,491.89**

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:

Dunigan Bros., Inc. Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

ENG25-03_PEARL LOOP TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max	1.00	0.00	1.00	LS	$382,729.87	$ -	$ -
0002	2020002	Tree, Rem, 19 inch to 36 inch	5.00	0.00	5.00	Ea	$1,893.34	$ -	$ -
0003	2020004	Tree, Rem, 6 inch to 18 inch	4.00	0.00	4.00	Ea	$591.67	$ -	$ -
0004	2030011	Dr Structure, Rem	26.00	-7.00	19.00	Ea	$380.85	$ -	$ (2,665.95)
0005	2030015	Sewer, Rem, Less than 24 inch	2,651.00	-1,662.50	988.50	Ft	$5.71	$ -	$ (9,492.88)
0006	2037001	_ Gas Main, Remove	130.00	18.00	148.00	Ft	$4.76	$ 85.68	$ -
0007	2040020	Curb and Gutter, Rem	4,890.00	-949.50	3,940.50	Ft	$7.62	$ -	$ (7,235.19)
0008	2040021	Curb, Rem	147.00	-137.50	9.50	Ft	$6.66	$ -	$ (915.75)
0009	2040045	Masonry and Conc Structure, Rem	10.00	-10.00	0.00	Cyd	$95.21	$ -	$ (952.10)
0010	2040055	Sidewalk, Rem	2,696.00	-827.61	1,868.39	Syd	$12.66	$ -	$ (10,477.54)
0011	2040080	Exploratory Investigation, Vertical	90.00	-73.00	17.00	Ft	$38.08	$ -	$ (2,779.84)
0012	2047001	_ Pavt Sawcut	4,104.00	448.50	4,552.50	Ft	$2.96	$ 1,327.56	$ -
0013	2047011	_ Driveway Rem	1,442.00	-817.56	624.44	Syd	$5.71	$ -	$ (4,668.27)
0014	2047011	_ HMA, Surface Rem, Modified	1,334.00	-184.50	1,149.50	Syd	$4.99	$ -	$ (920.66)
0015	2047011	_ Pavt Rem, Modified	15,796.00	-7,566.00	8,230.00	Syd	$7.62	$ -	$ (57,652.92)
0016	2047011	_ Track Base, Rem	3,076.00	-3,076.00	0.00	Syd	$95.21	$ -	$ (292,865.96)
0017	2050018	Excavation, Rock	586.00	-235.50	350.50	Cyd	$109.72	$ -	$ (25,839.06)
0018	2057002	_ Roadway Grading, Special	5,308.52	-5,308.52	0.00	Sta	$32.80	$ -	$ (174,119.46)
0019	2057011	_ Subgrade Undercutting, 1 x 3	320.00	-320.00	0.00	Syd	$148.17	$ -	$ (47,414.40)
0020	2057021	_ Geogrid	800.00	-800.00	0.00	Cyd	$6.88	$ -	$ (5,504.00)
0021	2080020	Ero Con, Inlet Protection, Fabric Drop	56.00	-56.00	0.00	Ea	$101.31	$ -	$ (5,673.36)
0022	2080036	Erosion Control, Silt Fence	1,000.00	-1,000.00	0.00	Ft	$2.29	$ -	$ (2,290.00)
0023	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	54.00	-18.00	36.00	Ea	$62.43	$ -	$ (1,123.74)
0024	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Round	2.00	-2.00	0.00	Ea	$69.33	$ -	$ (138.66)
0025	2090001	Project Cleanup	1.00	-1.00	0.00	LS	$34,276.62	$ -	$ (34,276.62)
0026	3027011	_ Aggregate Base, 6 inch, 21AA, Modified	710.00	-710.00	0.00	Syd	$28.80	$ -	$ (20,448.00)
0027	3027011	_ Aggregate Base, 8 inch, 21AA, Modified	10,608.00	-2,815.00	7,793.00	Syd	$22.04	$ -	$ (62,042.60)
0028	3027011	_ Aggregate Base, 12 inch, 21AA, Modified	4,110.00	-1,009.50	3,100.50	Syd	$29.34	$ -	$ (29,618.73)
0029	3060020	Maintenance Gravel	100.00	105.00	205.00	Ton	$102.38	$ 10,749.90	$ -
0030	4021260	Trench Undercut and Backfill	40.00	-40.00	0.00	Cyd	$82.16	$ -	$ (3,286.40)
0031	4027001	_ Sewer Backfill, Class II	615.00	-195.00	420.00	Ft	$0.01	$ -	$ (1.95)
0032	4027001	_ Sewer, DI, 8 inch	80.00	48.00	128.00	Ft	$158.66	$ 7,615.68	$ -
0033	4027001	_ Sewer, DI, 12 inch	22.00	45.00	67.00	Ft	$234.37	$ 10,546.65	$ -
0034	4027001	_ Sewer, Cl E, 12 inch	483.00	-258.00	225.00	Ft	$143.13	$ -	$ (36,927.54)
0035	4027001	_ Sewer, Cl E, 15 inch	32.00	-32.00	0.00	Ft	$162.44	$ -	$ (5,198.08)
0036	4027001	_ Sewer, Cl E, 18 inch	38.00	-38.00	0.00	Ft	$176.84	$ -	$ (6,719.92)
0037	4027050	_ Catch Basin, 48 inch dia	13.00	-3.00	10.00	Ea	$4,275.45	$ -	$ (12,826.35)
0038	4027050	_ Storm Manhole, 48 inch dia	1.00	0.00	1.00	Ea	$5,886.35	$ -	$ -
0039	4030280	Dr Structure, Adj, Add Depth	5.00	-5.00	0.00	Ft	$841.23	$ -	$ (4,206.15)
0040	4030308	Dr Structure, Tap, 8 inch	1.00	0.00	1.00	Ea	$315.22	$ -	$ -
0041	4030312	Dr Structure, Tap, 12 inch	5.00	0.00	5.00	Ea	$344.80	$ -	$ -
0042	4037050	_ Catch Basin Cover, Curb	23.00	-10.00	13.00	Ea	$1,277.48	$ -	$ (12,774.80)
0043	4037050	_ Catch Basin Cover, Drive	3.00	-2.00	1.00	Ea	$1,078.48	$ -	$ (2,156.96)
0044	4037050	_ Mh Cover, Std	64.00	-21.00	43.00	Ea	$797.51	$ -	$ (16,747.71)
0045	4037050	_ Utility Structure, Temp Lowering, Modified	58.00	-58.00	0.00	Ea	$408.04	$ -	$ (23,666.32)
0046	4037050	_ Utility Structure Cover, Adj, Case 1, Modified	83.00	-34.00	49.00	Ea	$948.46	$ -	$ (32,247.64)
0047	5010025	Hand Patching	220.00	80.13	300.13	Ton	$184.46	$ 14,780.78	$ -
0048	5010033	HMA, 13A	4,737.00	-1,068.83	3,668.17	Ton	$122.98	$ -	$ (131,444.71)
0049	5010061	HMA Approach	14.00	-14.00	0.00	Ton	$276.70	$ -	$ (3,873.80)
0050	6020019	Conc Base Cse, Nonreinf, 8 inch	1,628.00	-1,626.00	2.00	Syd	$63.90	$ -	$ (103,901.40)
0051	6020200	Joint, Contraction, Cp	1,010.00	-1,010.00	0.00	Ft	$20.12	$ -	$ (20,321.20)
0052	6020502	Conc Pavt, Nonreinf, 9 inch, High Perf	947.00	-947.00	0.00	Syd	$88.75	$ -	$ (84,046.25)
0053	6020514	Conc Pavt, Misc, Nonreinf,9in, High Perf	50.00	-50.00	0.00	Syd	$88.75	$ -	$ (4,437.50)
0054	6030020	Joint, Contraction, Crg	394.00	-394.00	0.00	Ft	$20.12	$ -	$ (7,927.28)
0055	6030021	Joint, Expansion, Erg	249.00	-249.00	0.00	Ft	$20.12	$ -	$ (5,009.88)
0056	6030030	Lane Tie, Epoxy Anchored	453.00	-453.00	0.00	Ea	$9.47	$ -	$ (4,289.91)
0057	8010005	Driveway, Nonreinf Conc, 6 inch	1,657.00	-893.29	763.71	Syd	$52.07	$ -	$ (46,513.61)
0058	8010007	Driveway, Nonreinf Conc, 8 inch	84.00	-71.50	12.50	Syd	$66.27	$ -	$ (4,738.31)
0059	8020002	Curb, Conc, Det E2	190.00	-83.00	107.00	Ft	$35.50	$ -	$ (2,946.50)
0060	8020038	Curb and Gutter, Conc, Det F4	6,008.00	-2,294.50	3,713.50	Ft	$24.85	$ -	$ (57,018.33)

ENG25-03_PEARL LOOP TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0061	8020050	Driveway Opening, Conc, Det M	46.00	59.00	105.00	Ft	$35.50	$ 2,094.50	$ -
0062	8030010	Detectable Warning Surface	370.00	-192.00	178.00	Ft	$47.33	$ -	$ (9,087.36)
0063	8030030	Curb Ramp Opening, Conc	745.00	-518.00	227.00	Ft	$24.85	$ -	$ (12,872.30)
0064	8030044	Sidewalk, Conc, 4 inch	12,485.00	-2,895.50	9,589.50	Sft	$5.03	$ -	$ (14,564.37)
0065	8030046	Sidewalk, Conc, 6 inch	5,397.00	169.50	5,566.50	Sft	$5.92	$ 1,003.44	$ -
0066	8032002	Curb Ramp, Conc, 6 inch	2,601.00	-941.50	1,659.50	Sft	$7.10	$ -	$ (6,684.65)
0067	8037010	_ Curb Ramp, Conc, 8 inch	376.00	-98.00	278.00	Sft	$9.47	$ -	$ (928.06)
0068	8080011	Fence, Chain Link, 48 inch	50.00	-50.00	0.00	Ft	$65.08	$ -	$ (3,254.00)
0069	8100371	Post, Steel, 3 pound	660.00	-101.00	559.00	Ft	$10.06	$ -	$ (1,016.06)
0070	8100402	Sign, Type III, Erect, Salv	7.00	3.00	10.00	Ea	$59.17	$ 177.51	$ -
0071	8100403	Sign, Type III, Rem	68.00	-9.00	59.00	Ea	$59.17	$ -	$ (532.53)
0072	8100404	Sign, Type IIIA	210.00	-15.50	194.50	Sft	$22.48	$ -	$ (348.44)
0073	8100405	Sign, Type IIIB	49.00	-6.50	42.50	Sft	$22.48	$ -	$ (146.12)
0074	8110022	Pavt Mrkg, Ovly Cold Plastic, 4in, White	255.00	-255.00	0.00	Ft	$7.44	$ -	$ (1,897.20)
0075	8110023	Pavt Mrkg, Ovly Cold Plastic,4in, Yellow	1,947.00	-1,947.00	0.00	Ft	$7.44	$ -	$ (14,485.68)
0076	8110024	Pavt Mrkg, Ovly Cold Plastic,6in, X-Walk	280.00	-280.00	0.00	Ft	$5.20	$ -	$ (1,456.00)
0077	8110042	Pavt Mrkg, Ovly Cold Plastic,12in, White	1,168.00	-401.00	767.00	Ft	$10.78	$ -	$ (4,322.78)
0078	8110045	Pavt Mrkg,Ovly ColdPlastic,24in,Stop Bar	155.00	64.50	219.50	Ft	$22.23	$ 1,433.84	$ -
0079	8110047	Pavt Mrkg, Ovly Cold Plastic, Xing	1.00	-1.00	0.00	Ea	$371.78	$ -	$ (371.78)
0080	8110063	Pavt Mrkg,Ovly Cold Plastic,Lt Tn Ar Sym	3.00	0.00	3.00	Ea	$371.78	$ -	$ -
0081	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	1.00	-1.00	0.00	Ea	$371.78	$ -	$ (371.78)
0082	8110069	Pavt Mrkg,Ovly Cold Plastic,Railroad Sym	2.00	-1.00	1.00	Ea	$669.21	$ -	$ (669.21)
0083	8110308	Rem Curing Compound,forLongit Mrkg, 6in	190.00	-190.00	0.00	Ft	$2.23	$ -	$ (423.70)
0084	8110321	Rem Curing Compound, for Spec Mrkg	52.00	-52.00	0.00	Sft	$5.20	$ -	$ (270.40)
0085	8110343	Rem Spec Mrkg	60.00	399.00	459.00	Sft	$22.31	$ 8,901.69	$ -
0086	8120012	Barr,TypeIII,HighInten,DblSided,Ltd,Furn	211.00	-160.00	51.00	Ea	$82.83	$ -	$ (13,252.80)
0087	8120013	Barr,TypeIII,HighInten,DblSided,Ltd,Oper	211.00	-160.00	51.00	Ea	$5.92	$ -	$ (947.20)
0088	8120026	Pedestrian Type II Barricade, Temp	50.00	-30.00	20.00	Ea	$94.67	$ -	$ (2,840.10)
0089	8120035	Channelizing Device, 42 in, Fluor, Furn	230.00	-130.00	100.00	Ea	$17.75	$ -	$ (2,307.50)
0090	8120036	Channelizing Device, 42 in, Fluor, Oper	230.00	-130.00	100.00	Ea	$1.18	$ -	$ (153.40)
0091	8120140	Lighted Arrow, Type C, Furn	11.00	-11.00	0.00	Ea	$532.50	$ -	$ (5,857.50)
0092	8120141	Lighted Arrow, Type C, Oper	11.00	-11.00	0.00	Ea	$118.33	$ -	$ (1,301.63)
0093	8120170	Minor Traf Devices	1.00	-0.25	0.75	LS	$47,212.79	$ -	$ (11,803.20)
0094	8120252	Plastic Drum, Fluorescent, Furn	390.00	-390.00	0.00	Ea	$17.75	$ -	$ (6,922.50)
0095	8120253	Plastic Drum, Fluorescent, Oper	390.00	-390.00	0.00	Ea	$1.18	$ -	$ (460.20)
0096	8120310	Sign Cover	100.00	-100.00	0.00	Ea	$23.67	$ -	$ (2,367.00)
0097	8120330	Sign, Portable, Changeable Message, Furn	8.00	-8.00	0.00	Ea	$2,070.84	$ -	$ (16,566.72)
0098	8120331	Sign, Portable, Changeable Message, Oper	8.00	-8.00	0.00	Ea	$591.67	$ -	$ (4,733.36)
0099	8120350	Sign, Type B, Temp, Prismatic, Furn	3,573.00	-3,079.00	494.00	Sft	$2.37	$ -	$ (7,297.23)
0100	8120351	Sign, Type B, Temp, Prismatic, Oper	3,573.00	-3,079.00	494.00	Sft	$1.18	$ -	$ (3,633.22)
0101	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	200.00	-142.50	57.50	Sft	$8.28	$ -	$ (1,179.90)
0102	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	200.00	-142.50	57.50	Sft	$1.18	$ -	$ (168.15)
0103	8120370	Traf Regulator Control	1.00	-0.25	0.75	LS	$5,916.69	$ -	$ (1,479.17)
0104	8150001	Site Preparation, Max	1.00	0.00	1.00	LS	$19,600.00	$ -	$ -
0105	8150002	WateringandCultivating,1st Seasn,Min	1.00	0.00	1.00	LS	$11,265.37	$ -	$ -
0106	8150003	WateringandCultivating,2nd Seasn,Min	1.00	0.00	1.00	LS	$13,916.05	$ -	$ -
0107	8157050	_ Acer rubrum 'Bowhall', 2 1/2 inch	8.00	-1.00	7.00	Ea	$899.34	$ -	$ (899.34)
0108	8157050	_ Gledistia triacanthos inermis 'Skyline', 2 1/2 inch	12.00	1.00	13.00	Ea	$899.34	$ 899.34	$ -
0109	8157050	_ Pyrus calleryana, 'Cleveland Select', 2 1/2 inch	6.00	1.00	7.00	Ea	$621.25	$ 621.25	$ -
0110	8157050	_ Syringa reticulata, 'Japanese Lilac', 2 1/2 inch	2.00	0.00	2.00	Ea	$964.42	$ -	$ -
0111	8200458	TS Face, Bag	20.00	-20.00	0.00	Ea	$236.67	$ -	$ (4,733.40)
0112	8200459	TS Face, Bag, Rem	20.00	-20.00	0.00	Ea	$236.67	$ -	$ (4,733.40)
0113	8167011	_ Turf Establishment, Performance	5,214.00	-2,226.00	2,988.00	Syd	$14.14	$ -	$ (31,475.64)
0114	8182328	Hh, Adj	3.00	-3.00	0.00	Ea	$615.44	$ -	$ (1,846.32)
0115	8182330	Hh, Rem	1.00	-1.00	0.00	Ea	$380.85	$ -	$ (380.85)
0116	8182329	Hh, Reconst	1.00	-1.00	0.00	Ea	$1,537.57	$ -	$ (1,537.57)
0117	8230381	Water Shutoff, Adj, Temp, Case 1	2.00	-2.00	0.00	Ea	$408.04	$ -	$ (816.08)
0118	8230421	Water Shutoff, Adj, Case 1	2.00	-2.00	0.00	Ea	$615.44	$ -	$ (1,230.88)
0119	8230391	Gate Box, Adj, Temp, Case 1	9.00	-9.00	0.00	Ea	$408.04	$ -	$ (3,672.36)
0120	8237050	_ Gate Box, Adj, Case 1, Modified	37.00	-20.00	17.00	Ea	$775.25	$ -	$ (15,505.00)

ENG25-03_PEARL LOOP TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0121	8237050	_ Gate Box, Adj, Case 2, Modified	2.00	-2.00	0.00	Ea	$645.07	$ -	$ (1,290.14)
0122	2030016	Sewer, Rem, 24 inch to 48 inch	58.00	-58.00	0.00	Ft	$7.62	$ -	$ (441.96)
0123	4027001	_ Sanitary Manhole, Add Depth of 48 inch dia, 8 feet to 15 feet	3.00	0.00	3.00	Ft	$59.17	$ -	$ -
0124	4027001	_ Sanitary Manhole, Add Depth of 60 inch dia, 8 feet to 15 feet	59.17	-54.17	5.00	Ft	$5.00	$ -	$ (270.85)
0125	4027001	_ Sanitary Manhole, Add Depth of 72 inch dia, 8 feet to 15 feet	3.00	0.00	3.00	Ft	$59.17	$ -	$ -
0126	4027001	_ Sanitary Sewer Backfill, Class II	2,054.00	-95.00	1,959.00	Ft	$0.01	$ -	$ (0.95)
0127	4027001	_ Sanitary Sewer, SDR 26 PVC, 8 inch	781.00	-56.00	725.00	Ft	$215.73	$ -	$ (12,080.88)
0128	4027001	_ Sanitary Sewer, SDR 26 PVC, 12 inch	537.00	2.00	539.00	Ft	$336.94	$ 673.88	$ -
0129	4027001	_ Sanitary Sewer, DR 19, HDPE, 24 inch	692.00	-16.00	676.00	Ft	$479.26	$ -	$ (7,668.16)
0130	4027001	_ Sanitary Sewer, C76, Cl V, 36 inch	44.00	-25.00	19.00	Ft	$1,316.31	$ -	$ (32,907.75)
0131	4027001	_ Sanitary Sewer, Service Connection beyond 10 feet	265.00	-108.00	157.00	Ft	$150.10	$ -	$ (16,210.80)
0132	4027050	_ Manhole Drop Connection	1.00	-1.00	0.00	Ea	$2,174.21	$ -	$ (2,174.21)
0133	4027050	_ Sanitary Manhole, 48 inch dia	9.00	0.00	9.00	Ea	$6,122.71	$ -	$ -
0134	4027050	_ Sanitary Manhole, 60 inch dia	2.00	0.00	2.00	Ea	$9,128.82	$ -	$ -
0135	4027050	_ Sanitary Manhole, 72 inch dia	1.00	0.00	1.00	Ea	$11,449.33	$ -	$ -
0136	4027050	_ Sanitary Sewer, Service Connection with 8 inch x 6 inch Wye	4.00	0.00	4.00	Ea	$2,020.57	$ -	$ -
0137	4027050	_ Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye	3.00	2.00	5.00	Ea	$2,338.33	$ 4,676.66	$ -
0138	4027050	_ Sanitary Sewer, Service Connection with 24 inch x 6 inch Wye	3.00	-1.00	2.00	Ea	$7,148.71	$ -	$ (7,148.71)
0139	4027050	_ Sanitary Sewer, Service Connection with 24 inch x 8 inch Wye	1.00	0.00	1.00	Ea	$7,715.97	$ -	$ -
0140	4027050	_ Sanitary Sewer Tap, 8 inch	1.00	0.00	1.00	Ea	$2,208.97	$ -	$ -
0141	4027050	_ Sanitary Sewer Tap, 24 inch	1.00	0.00	1.00	Ea	$2,208.97	$ -	$ -
0142	4027050	_ Sewer Lateral Repair	21.00	-18.00	3.00	Ea	$1,564.19	$ -	$ (28,155.42)
0143	8237001	_ Hydrant Extension	14.00	-14.00	0.00	Ft	$1,669.32	$ -	$ (23,370.48)
0144	8237001	_ Tracer Wire, Modified	16,220.00	-1,405.00	14,815.00	Ft	$0.19	$ -	$ (266.95)
0145	8237001	_ Water Main Backfill, Class II	7,751.00	-405.00	7,346.00	Ft	$0.01	$ -	$ (4.05)
0146	8237001	_ Water Main, 6 inch	88.00	-30.00	58.00	Ft	$233.57	$ -	$ (7,007.10)
0147	8237001	_ Water Main, 8 inch	4,036.00	-352.50	3,683.50	Ft	$188.66	$ -	$ (66,502.65)
0148	8237001	_ Water Main, 10 inch	20.00	-20.00	0.00	Ft	$344.26	$ -	$ (6,885.20)
0149	8237001	_ Water Main, 12 inch	113.00	-6.00	107.00	Ft	$322.88	$ -	$ (1,937.28)
0150	8237001	_ Water Main, 16 inch	3,576.00	-78.50	3,497.50	Ft	$280.39	$ -	$ (22,010.62)
0151	8237001	_ Water Main, Rem	278.00	-278.00	0.00	Ft	$15.23	$ -	$ (4,233.94)
0152	8237050	_ Gate Valve and Box, 6 inch, Modified	2.00	-1.00	1.00	Ea	$1,574.19	$ -	$ (1,574.19)
0153	8237050	_ Gate Valve and Box, 8 inch, Modified	26.00	-4.00	22.00	Ea	$2,280.39	$ -	$ (9,121.56)
0154	8237050	_ Gate Valve and Box, 12 inch, Modified	2.00	0.00	2.00	Ea	$4,075.34	$ -	$ -
0155	8237050	_ Gate Well and Manhole, 16 inch, Modified	8.00	0.00	8.00	Ea	$18,527.97	$ -	$ -
0156	8237050	_ Hydrant Assembly	11.00	-2.00	9.00	Ea	$9,748.06	$ -	$ (19,496.12)
0157	8237050	_ Hydrant Assembly, 6-foot Bury	5.00	-1.00	4.00	Ea	$9,489.16	$ -	$ (9,489.16)
0158	8237050	_ Hydrant, Rem, Modified	7.00	1.00	8.00	Ea	$285.64	$ 285.64	$ -
0159	8237050	_ Tapping Valve and Box, 8 inch	1.00	0.00	1.00	Ea	$2,750.76	$ -	$ -
0160	8237050	_ Tapping Sleeve, 12 inch x 8 inch	1.00	0.00	1.00	Ea	$2,464.77	$ -	$ -
0161	8237050	_ Tracer Wire, Grounding Rod	17.00	-2.00	15.00	Ea	$93.16	$ -	$ (186.32)
0162	8237050	_ Water Main, Connect New 8 inch to Existing 4 inch	1.00	-1.00	0.00	Ea	$5,546.72	$ -	$ (5,546.72)
0163	8237050	_ Water Main, Connect New 8 inch to Existing 6 inch	8.00	-2.00	6.00	Ea	$5,531.46	$ -	$ (11,062.92)
0164	8237050	_ Water Main, Connect New 8 inch to Existing 8 inch	5.00	-1.00	4.00	Ea	$4,932.52	$ -	$ (4,932.52)
0165	8237050	_ Water Main, Connect New 8 inch to Existing 10 inch	6.00	-5.00	1.00	Ea	$7,250.53	$ -	$ (36,252.65)
0166	8237050	_ Water Main, Connect New 8 inch to Existing 12 inch	2.00	0.00	2.00	Ea	$7,673.87	$ -	$ -
0167	8237050	_ Water Main, Connect New 10 inch to Existing 8 inch	1.00	-1.00	0.00	Ea	$5,749.08	$ -	$ (5,749.08)
0168	8237050	_ Water Main, Connect New 12 inch to Existing 12 inch	2.00	0.00	2.00	Ea	$6,592.00	$ -	$ -
0169	8237050	_ Water Main, Connect New 16 inch to Existing 16 inch	1.00	-1.00	0.00	Ea	$10,730.52	$ -	$ (10,730.52)
0170	8237050	_ Water Main, Connect New 16 inch to Existing 20 inch	1.00	1.00	2.00	Ea	$14,056.39	$ 14,056.39	$ -
0171	8237050	_ Water Main, Connect New 16 inch to New 8 inch	3.00	0.00	3.00	Ea	$11,347.65	$ -	$ -
0172	8237050	_ Water Main, Cut and Plug, 6 inch	8.00	1.00	9.00	Ea	$1,592.74	$ 1,592.74	$ -
0173	8237050	_ Water Main, Cut and Plug, 8 inch	7.00	-4.00	3.00	Ea	$1,983.91	$ -	$ (7,935.64)
0174	8237050	_ Water Main, Cut and Plug, 10 inch	3.00	-2.00	1.00	Ea	$2,140.27	$ -	$ (4,280.54)
0175	8237050	_ Water Main, Cut and Plug, 12 inch	3.00	2.00	5.00	Ea	$2,530.18	$ 5,060.36	$ -
0176	8237050	_ Water Main, Cut and Plug, 16 inch	1.00	-1.00	0.00	Ea	$2,737.77	$ -	$ (2,737.77)
0177	8237050	_ Water Main, Cut and Plug, 20 inch	1.00	0.00	1.00	Ea	$3,314.14	$ -	$ -
0178	8237050	_ Water Main, Insertion Valve, 4 inch	6.00	-6.00	0.00	Ea	$11,747.79	$ -	$ (70,486.74)
0179	8237050	_ Water Main, Insertion Valve, 6 inch	6.00	-4.00	2.00	Ea	$12,576.12	$ -	$ (50,304.48)
0180	8237050	_ Water Main, Insertion Valve, 8 inch	2.00	-2.00	0.00	Ea	$13,404.46	$ -	$ (26,808.92)

ENG25-03_PEARL LOOP TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0181	8237050	_ Water Main, Insertion Valve, 10 inch	2.00	-2.00	0.00	Ea	$18,611.15	$ -	$ (37,222.30)
0182	8237050	_ Water Main, Insertion Valve, 12 inch	3.00	-2.00	1.00	Ea	$20,741.15	$ -	$ (41,482.30)
0183	8267030	_ Water Main Fittings, DI	800.00	-477.00	323.00	Lb	$8.31	$ -	$ (3,963.87)
0184	8237001	_ Water Service Pipe, Cu, 1 inch	292.00	-194.00	98.00	Ft	$57.91	$ -	$ (11,234.54)
0185	8237001	_ Water Service Pipe, Cu, 2 inch	254.00	-57.00	197.00	Ft	$80.04	$ -	$ (4,562.28)
0186	8237050	_ Bond Restoration	9.00	-8.00	1.00	Ea	$502.92	$ -	$ (4,023.36)
0187	8237050	_ Electrical Permit Acquisition and Compliance	9.00	-8.00	1.00	Ea	$118.33	$ -	$ (946.64)
0188	8237050	_ Plumbing Permit Acquisition and Compliance	9.00	-8.00	1.00	Ea	$118.33	$ -	$ (946.64)
0189	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	9.00	-8.00	1.00	Ea	$124.80	$ -	$ (998.40)
0190	8237050	_ Water Main, Connect New 6 inch to Existing 4 inch	1.00	0.00	1.00	Ea	$5,288.12	$ -	$ -
0191	8237050	_ Water Main, Cut and Plug, 4 inch	1.00	2.00	3.00	Ea	$1,863.05	$ 3,726.10	$ -
0192	8237050	_ Water Meter	9.00	-8.00	1.00	Ea	$4,120.22	$ -	$ (32,961.76)
0193	8237050	_ Water Meter Acquisition and Radio Reading Device Coordination	9.00	-8.00	1.00	Ea	$100.58	$ -	$ (804.64)
0194	8237050	_ Water Serv, 1 inch	5.00	0.00	5.00	Ea	$2,971.37	$ -	$ -
0195	8237050	_ Water Serv, 2 inch	2.00	0.00	2.00	Ea	$8,244.46	$ -	$ -
0196	8237050	_ Water Serv, Long, 1 inch	9.00	-4.00	5.00	Ea	$3,985.93	$ -	$ (15,943.72)
0197	8237050	_ Water Serv, Long, 1.5 inch	1.00	-1.00	0.00	Ea	$6,209.93	$ -	$ (6,209.93)
0198	8237050	_ Water Service, Abandon, Two-inch Diameter or Less	9.00	1.00	10.00	Ea	$124.80	$ 124.80	$ -
0199	2047021	_ Track Base, Rem	0.00	467.00	467.00	Cyd	$95.21	$ 44,463.07	$ -
0200	2057002	_ Roadway Grading, Special (Corrected)	0.00	32.80	32.80	Sta	$5,308.52	$ 174,119.46	$ -
0201	4030040	Dr Structure Cover, Type G	0.00	3.00	3.00	Ea	$965.56	$ 2,896.68	$ -
0202	6027011	_ Conc Pavt, Decorative, Nonreinf, 8 inch	0.00	55.50	55.50	Syd	$125.11	$ 6,943.61	$ -
0203	8237050	_ Existing 20 Inch Water Main Line Stop	0.00	1.00	1.00	Ea	$38,438.23	$ 38,438.23	$ -
0204	8110233	Pavt Mrkg, Waterborne, 6 inch, White	0.00	141.00	141.00	Ft	$1.10	$ 155.10	$ -
0206	8110234	Pavt Mrkg, Waterborne, 6 inch, Yellow	0.00	777.00	777.00	Ft	$1.10	$ 854.70	$ -
0207	8110231	Pavt Mrkg, Waterborne, 4 inch, White	0.00	270.00	270.00	Ft	$0.99	$ 267.30	$ -
0208	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	0.00	1,286.00	1,286.00	Ft	$0.99	$ 1,273.14	$ -
0209	8110253	Pavt Mrkg,Waterborne,2nd Appl,6,White	0.00	141.00	141.00	Ft	$1.00	$ 141.00	$ -
0210	8110254	Pavt Mrkg,Waterborne,2nd Appl,6,Yellow	0.00	777.00	777.00	Ft	$1.00	$ 777.00	$ -
0211	8110251	Pavt Mrkg,Waterborne,2nd Appl,4,White	0.00	270.00	270.00	Ft	$0.90	$ 243.00	$ -
0212	8110252	Pavt Mrkg,Waterborne,2nd Appl,4,Yellow	0.00	1,286.00	1,286.00	Ft	$0.90	$ 1,157.40	$ -
0213	8107010	_ Sign, Furn	0.00	29.00	29.00	Sft	$15.00	$ 435.00	$ -

Total:	$ 362,599.08	$ (2,334,712.56)
Net Change:	$ (1,972,113.48)	
Current Contract Amount:	$ 7,549,605.37	
Revised Contract Amount:	$ 5,577,491.89	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Approve Change Order 1 to the MLK Equality Trail Extension on Mechanic Street contract with Merlo Construction Company, Inc.**

Recommendation:

Approve Change Order 1 to the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street with Merlo Construction Company, Inc. in the decreased amount of $114,470.00 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 MLK Equality Trail Extension on Mechanic Street 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: August 18, 2026

RECOMMENDATION: Approve Change Order 1 to the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street with Merlo Construction Company, Inc. in the decreased amount of $114,470.00 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 MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street with Merlo Construction Company, 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 a decrease of $114,470.45, bringing the current contract amount to $183,581.55.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. On May 27, 2025, City Council approved the award of the contract to Merlo Construction Company, Inc. of Milford, Michigan in the amount of $298,052.00.

SOLUTION

During construction, the Environmental Protection Agency (EPA) requested suspension of underground excavation near the intersection of Mechanic and Trail Street due to its ongoing remedial investigation at the adjacent Michner Plating Superfund Site. The EPA advised that any excavation requires additional sampling, handling, disposal, and safety requirements which would have significantly increased project costs and schedule, so the storm sewer work at the intersection was removed from the project scope.

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 MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street with Merlo Construction Company, Inc. in the decreased amount of $114,470.00 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

ENG25-15 MLK Equality Trail Extension on Mechanic St from Detroit St to Trail St

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	**$ 298,052.00**
CHANGE ORDER NO. 1	**– $ 114,470.45**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 183,581.55**

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:

Merlo Construction Company, Inc. Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

ENG25-15_MLK EQUALITY TRAIL_DETROIT TO TRAIL
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max 10%	1.00	0.00	1.00	LS	$17,000.00	$ -	$ -
0002	2030011	Dr Structure, Rem	1.00	-1.00	0.00	Ea	$165.00	$ -	$ (165.00)
0003	2030015	Sewer, Rem, Less than 24 inch	5.00	-5.00	0.00	Ft	$60.00	$ -	$ (300.00)
0004	2040020	Curb and Gutter, Rem	295.00	-208.00	87.00	Ft	$20.00	$ -	$ (4,160.00)
0005	2040055	Sidewalk, Rem	608.00	79.42	687.42	Syd	$13.00	$ 1,032.46	$ -
0006	2040080	Exploratory Investigation, Vertical	10.00	-10.00	0.00	Ft	$1.00	$ -	$ (10.00)
0007	2047001	_ Pavt Sawcut	225.00	706.00	931.00	Ft	$5.00	$ 3,530.00	$ -
0008	2047011	_ Driveway Rem	485.00	11.27	496.27	Syd	$20.00	$ 225.40	$ -
0009	2047011	_ HMA Surface, Rem, Modified	175.00	-175.00	0.00	Syd	$16.00	$ -	$ (2,800.00)
0010	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	5.00	6.00	11.00	Ea	$225.00	$ 1,350.00	$ -
0011	2087050	_ Erosion Control, Inlet Protection, Sediment Trap, Round	3.00	4.00	7.00	Ea	$150.00	$ 600.00	$ -
0012	2090001	Project Cleanup	1.00	0.00	1.00	LS	$1.00	$ -	$ -
0013	3027011	_ Aggregate Base, 6 inch, Modified	1,181.00	-1,181.00	0.00	Syd	$19.00	$ -	$ (22,439.00)
0014	3027011	_ Aggregate Base, 8 inch, Modified	175.00	-175.00	0.00	Syd	$23.00	$ -	$ (4,025.00)
0015	3060020	Maintenance Gravel	20.00	-20.00	0.00	Ton	$22.00	$ -	$ (440.00)
0016	4021202	Sewer Tap, 8 inch	1.00	-1.00	0.00	Ea	$450.00	$ -	$ (450.00)
0017	4021204	Sewer Tap, 12 inch	2.00	-2.00	0.00	Ea	$650.00	$ -	$ (1,300.00)
0018	4037050	_ Utility Structure Cover, Adj, Case 1	4.00	-4.00	0.00	Ea	$750.00	$ -	$ (3,000.00)
0019	4037050	_ Utility Structure Cover, Type G	2.00	-2.00	0.00	Ea	$650.00	$ -	$ (1,300.00)
0020	4037001	_ Sewer Backfill, Class II	116.00	-116.00	0.00	Ft	$60.00	$ -	$ (6,960.00)
0021	4037001	_ Sewer, DI, 12 inch	116.00	-116.00	0.00	Ft	$160.00	$ -	$ (18,560.00)
0022	4037050	_ Catch Basin, 48 inch dia	4.00	-4.00	0.00	Ea	$4,000.00	$ -	$ (16,000.00)
0023	4037050	_ Catch Basin Cover, Curb	3.00	-3.00	0.00	Ea	$1,000.00	$ -	$ (3,000.00)
0024	5010025	Hand Patching	24.00	-24.00	0.00	Ton	$400.00	$ -	$ (9,600.00)
0025	6020015	Conc Base Cse, Nonreinf, 6 inch	70.00	-70.00	0.00	Syd	$62.00	$ -	$ (4,340.00)
0026	8010005	Driveway, Nonreinf Conc, 6 inch	385.00	21.83	406.83	Syd	$65.00	$ 1,418.95	$ -
0027	8027001	_ Curb and Gutter, Conc, Det F4, Modified	315.00	-228.00	87.00	Ft	$36.00	$ -	$ (8,208.00)
0028	8030010	Detectable Warning Surface	35.00	-35.00	0.00	Ft	$48.00	$ -	$ (1,680.00)
0029	8030030	Curb Ramp Opening, Conc	35.00	-35.00	0.00	Ft	$36.00	$ -	$ (1,260.00)
0030	8030044	Sidewalk, Conc, 4 inch	168.00	-168.00	0.00	Sft	$6.00	$ -	$ (1,008.00)
0031	8032002	Curb Ramp, Conc, 6 inch	381.00	-381.00	0.00	Sft	$7.00	$ -	$ (2,667.00)
0032	8060020	Shared use Path, Conc	1,181.00	-119.06	1,061.94	Syd	$40.00	$ -	$ (4,762.40)
0033	8060030	Shared use Path, Grading	1,020.00	41.94	1,061.94	Ft	$25.50	$ 1,069.47	$ -
0034	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	416.00	-416.00	0.00	Ft	$6.00	$ -	$ (2,496.00)
0035	8120012	Barr,TypeIII,HighInten,DblSided,Ltd,Furn	9.00	0.00	9.00	Ea	$70.00	$ -	$ -
0036	8120013	Barr,TypeIII,HighInten,DblSided,Ltd,Oper	9.00	0.00	9.00	Ea	$5.00	$ -	$ -
0037	8120026	Pedestrian Type II Barricade, Temp	6.00	0.00	6.00	Ea	$100.00	$ -	$ -
0038	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	$6,500.00	$ -	$ -
0039	8120210	Pavt Mrkg, Longit,6in or Less Width, Rem	400.00	-400.00	0.00	Ft	$5.00	$ -	$ (2,000.00)
0040	8120035	Channelizing Device, 42 in, Fluor, Furn	100.00	0.00	100.00	Ea	$17.00	$ -	$ -
0041	8120036	Channelizing Device, 42 in, Fluor, Oper	100.00	0.00	100.00	Ea	$1.00	$ -	$ -
0042	8120350	Sign, Type B, Temp, Prismatic, Furn	135.00	55.50	190.50	Sft	$3.00	$ 166.50	$ -
0043	8120351	Sign, Type B, Temp, Prismatic, Oper	135.00	55.50	190.50	Sft	$1.00	$ 55.50	$ -
0044	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	24.00	0.00	24.00	Sft	$8.00	$ -	$ -
0045	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	24.00	0.00	24.00	Sft	$1.00	$ -	$ -
0046	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	$1.00	$ -	$ -
0047	8150001	Site Preparation, Max $3,700.00	1.00	0.00	1.00	LS	$3,700.00	$ -	$ -
0048	8157050	_ Acer rubrum Bowhall, 1 1/2 inch (AKA Red Maple)	8.00	0.00	8.00	Ea	$520.00	$ -	$ -
0049	8157050	_ Platanus x acerifolia, 1 1/2 inch (AKA London Plane)	7.00	0.00	7.00	Ea	$480.00	$ -	$ -
0050	8167011	_ Turf Establishment, Performance	1,000.00	-268.33	731.67	Syd	$4.35	$ -	$ (1,167.23)
0051	8167011	_ Hydrant, Relocate, Case 2	2.00	-1.00	1.00	Syd	$6,200.00	$ -	$ (6,200.00)
0052	8100371	Post, Steel, 3 pound	54.00	-3.00	51.00	Ft	$15.00	$ -	$ (45.00)
0053	8100403	Sign, Type III, Rem	16.00	-11.00	5.00	Ea	$10.00	$ -	$ (110.00)

ENG25-15_MLK EQUALITY TRAIL_DETROIT TO TRAIL
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0054	8100404	Sign, Type IIIA	8.00	5.25	13.25	Sft	$20.00	$ 105.00	$ -
0059	4037050	_ Catch Basin, Restock	0.00	1.00	1.00	Ea	$1,128.90	$ 1,128.90	$ -
0064	4027050	_ Yard Basin, 48" dia	0.00	1.00	1.00	Ea	$4,650.00	$ 4,650.00	$ -
0069	4030040	Dr Structure Cover, Type G Dr Structure Cover, Type G	0.00	1.00	1.00	Ea	$650.00	$ 650.00	$ -

Total:	$ 15,982.18	$ (130,452.63)
Net Change:	$ (114,470.45)	
Current Contract Amount:	$ 298,052.00	
Revised Contract Amount:	$ 183,581.55	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Change Order 1 to the Health District Street Lighting contract with J. Ranck Electric, Inc.**

Recommendation:

Approve Change Order 1 to the Health District Street Lighting contract with J. Ranck Electric, Inc. in the decreased amount of $16,521.88 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 referenced 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: August 18, 2026

RECOMMENDATION: **Approve Change Order 1 to the Health District Street Lighting contract with J. Ranck Electric, Inc. in the decreased amount of $16,521.88 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 Health District Street Lighting contract with J. Ranck Electric, Inc. is now complete. As such, the attached balancing Change Order 1 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 a decrease of $16,521.88, bringing the current contract amount to $406,365.92.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street infrastructure. In support of Community Development's vacant lot infill housing initiative, Engineering developed this project to install new decorative LED post-top streetlights along Homewild (Cooper to State), Perrine (Detroit to Homewild) and VanDorn (Pearl to Homewild).

On January 27, 2026, City Council approved the award of the contract to J. Ranck Electric, Inc. Mt. Pleasant, Michigan in the amount of $422,887.80.

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 Health District Street Lighting contract with J. Ranck Electric, Inc. in the decreased amount of $16,521.88 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
ENG 25-06 HEALTH DISTRICT STREET LIGHTING
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	**$ 422,887.80**
NEW CHANGE ORDER NO. 1	**– $ 16,521.88**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 406,365.92**

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:

J. Ranck Electric, Inc. Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Change Order 1 to the Hupp-Morrell Transmission Main contract with Dunigan Bros., Inc.**

Recommendation:

Approve Change Order 1 to the Hupp-Morrell Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $316,483.82 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 Hupp-Morrell Transmission Main 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: August 18, 2026

RECOMMENDATION: Approve Change Order 1 to the Hupp-Morrell Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $316,483.82 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 Hupp-Morrell Transmission Main contract with Dunigan Brothers, 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 a decrease of $316,483.82, bringing the current contract amount to $3,990,527.98.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. On February 11, 2025, City Council approved the award of the contract to Dunigan Bros., Inc. of Jackson, Michigan in the amount of $4,307,011.80.

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 Hupp-Morrell Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of $316,483.82 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
ENG25-07 Hupp-Morrell Transmission Main
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		**$ 4,307,011.80**
CHANGE ORDER NO. 1	**–**	**$ 316,483.82**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1		**$ 3,990,527.98**

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:

Dunigan Bros., Inc. Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

ENG25-07_HUPP-MORRELL TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max	1.00	0.00	1.00	LS	$260,000.00	$ -	$ -
0002	2010001	Clearing	0.10	0.00	0.10	Acre	$12,110.00	$ -	$ -
0003	2020002	Tree, Rem, 19 inch to 36 inch	3.00	1.00	4.00	Ea	$1,820.00	$ 1,820.00	$ -
0004	2020004	Tree, Rem, 6 inch to 18 inch	15.00	0.00	15.00	Ea	$333.00	$ -	$ -
0005	2020006	Stump, Rem, 19 inch to 36 inch	1.00	-1.00	0.00	Ea	$302.50	$ -	$ (302.50)
0006	2020008	Stump, Rem, 6 inch to 18 inch	1.00	-1.00	0.00	Ea	$151.50	$ -	$ (151.50)
0007	2030011	Dr Structure, Rem	14.00	8.00	22.00	Ea	$392.00	$ 3,136.00	$ -
0008	2030015	Sewer, Rem, Less than 24 inch	689.00	-262.00	427.00	Ft	$19.60	$ -	$ (5,135.20)
0009	2037001	_ Gas Main, Remove	100.00	1,113.00	1,213.00	Ft	$11.80	$ 13,133.40	$ -
0010	2040020	Curb and Gutter, Rem	3,688.00	-977.40	2,710.60	Ft	$7.90	$ -	$ (7,721.46)
0011	2040025	Fence, Rem	15.00	-15.00	0.00	Ft	$13.70	$ -	$ (205.50)
0012	2040045	Masonry and Conc Structure, Rem	20.00	-20.00	0.00	Cyd	$98.00	$ -	$ (1,960.00)
0013	2040055	Sidewalk, Rem	486.00	289.88	775.88	Syd	$6.50	$ 1,884.23	$ -
0014	2040080	Exploratory Investigation, Vertical	10.00	0.00	10.00	Ft	$98.00	$ -	$ -
0015	2047001	_ Pavt Sawcut	4,007.00	-2,862.90	1,144.10	Ft	$3.30	$ -	$ (9,447.57)
0016	2047011	_ Driveway, Rem	752.00	-38.63	713.37	Syd	$6.50	$ -	$ (251.10)
0017	2047011	_ HMA Surface, Rem, Modified	5,655.00	-1,031.73	4,623.27	Syd	$7.90	$ -	$ (8,150.67)
0018	2047011	_ Pavt, Rem, Modified	87.00	20.89	107.89	Syd	$11.80	$ 246.50	$ -
0019	2057001	_ Earth Sawcut	100.00	-100.00	0.00	Ft	$13.60	$ -	$ (1,360.00)
0020	2057021	_ Subgrade Undercutting, 1 x 3	200.00	-200.00	0.00	Cyd	$101.00	$ -	$ (20,200.00)
0021	2057002	_ Roadway Grading, Special	7.00	0.00	7.00	Sta	$8,500.00	$ -	$ -
0022	2057011	_ Geogrid	500.00	-500.00	0.00	Syd	$7.00	$ -	$ (3,500.00)
0023	2080036	Erosion Control, Silt Fence	1,685.00	-4.90	1,680.10	Ft	$2.40	$ -	$ (11.76)
0024	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	52.00	-16.00	36.00	Ea	$64.50	$ -	$ (1,032.00)
0025	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Round	2.00	-2.00	0.00	Ea	$64.50	$ -	$ (129.00)
0026	2090001	Project Cleanup	1.00	0.00	1.00	LS	$29,410.00	$ -	$ -
0027	3027011	_ Aggregate Base, 8 inch, 21AA, Modified	6,553.00	-1,929.73	4,623.27	Syd	$28.40	$ -	$ (54,804.33)
0028	4020033	Sewer, Cl A, 12 inch, Tr Det B	20.00	-20.00	0.00	Ft	$157.00	$ -	$ (3,140.00)
0029	4021260	Trench Undercut and Backfill	20.00	21.48	41.48	Cyd	$83.70	$ 1,797.88	$ -
0030	4027001	_ Sewer Backfill, Class II	792.00	-231.00	561.00	Ft	$1.00	$ -	$ (231.00)
0031	4027001	_ Sewer, Cl E, 12 inch	772.00	-232.00	540.00	Ft	$141.00	$ -	$ (32,712.00)
0032	4027050	_ Sewer Lateral Repair	9.00	4.00	13.00	Ea	$513.00	$ 2,052.00	$ -
0033	4027050	_ Sewer Bulkhead, 12 inch	7.00	14.00	21.00	Ea	$392.00	$ 5,488.00	$ -
0034	4030006	Dr Structure Cover, Adj, Case 2	12.00	-12.00	0.00	Ea	$716.00	$ -	$ (8,592.00)
0035	4037050	_ Storm Manhole, 48 inch dia	6.00	-3.00	3.00	Ea	$4,810.00	$ -	$ (14,430.00)
0036	4030280	Dr Structure, Adj, Add Depth	2.00	-1.00	1.00	Ft	$302.50	$ -	$ (302.50)
0037	4037050	_ Catch Basin Cover, Curb	11.00	-5.00	6.00	Ea	$1,440.00	$ -	$ (7,200.00)
0038	4037050	_ Catch Basin Cover, Drive	4.00	-3.00	1.00	Ea	$1,440.00	$ -	$ (4,320.00)
0039	4037050	_ Catch Basin, 48 inch dia	8.00	-1.00	7.00	Ea	$4,560.00	$ -	$ (4,560.00)
0040	4037050	_ Dr Structure, Reconstruct	10.00	-10.00	0.00	Ea	$629.00	$ -	$ (6,290.00)
0041	4037050	_ Mh Cover, Std	13.00	-4.00	9.00	Ea	$1,030.00	$ -	$ (4,120.00)
0042	5010025	Hand Patching	62.00	-20.79	41.21	Ton	$302.50	$ -	$ (6,288.98)
0043	5010033	HMA, 13A	1,939.00	-161.95	1,777.05	Ton	$133.00	$ -	$ (21,539.35)
0044	6020015	Conc Base Cse, Nonreinf, 6 inch	132.00	-132.00	0.00	Syd	$43.60	$ -	$ (5,755.20)
0045	6020104	Conc Pavt, Nonreinf, 8 inch	110.00	-110.00	0.00	Syd	$67.80	$ -	$ (7,458.00)
0046	6020200	Joint, Contraction, Cp	47.00	-47.00	0.00	Ft	$24.20	$ -	$ (1,137.40)
0047	6030020	Joint, Contraction, Crg	20.00	-20.00	0.00	Ft	$24.20	$ -	$ (484.00)
0048	8010005	Driveway, Nonreinf Conc, 6 inch	705.00	61.01	766.01	Syd	$49.70	$ 3,032.20	$ -
0049	8020002	Curb, Conc, Det E2	20.00	-20.00	0.00	Ft	$32.70	$ -	$ (654.00)
0050	8020038	Curb and Gutter, Conc, Det F4	3,659.00	-927.00	2,732.00	Ft	$30.30	$ -	$ (28,088.10)
0051	8030010	Detectable Warning Surface	35.00	-22.00	13.00	Ft	$48.40	$ -	$ (1,064.80)
0052	8030030	Curb Ramp Opening, Conc	47.00	-24.50	22.50	Ft	$32.70	$ -	$ (801.15)
0053	8030044	Sidewalk, Conc, 4 inch	3,163.00	2,719.00	5,882.00	Sft	$5.00	$ 13,595.00	$ -

ENG25-07_HUPP-MORRELL TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0054	8030046	Sidewalk, Conc, 6 inch	901.00	521.00	1,422.00	Sft	$5.50	$ 2,865.50	$ -
0055	8032002	Curb Ramp, Conc, 6 inch	422.00	-280.00	142.00	Sft	$7.30	$ -	$ (2,044.00)
0056	8070095	Post, Mailbox	1.00	-1.00	0.00	Ea	$146.50	$ -	$ (146.50)
0057	8080072	Fence,Chain Link,72in,w/3 Barbed Wire	15.00	-15.00	0.00	Ft	$181.50	$ -	$ (2,722.50)
0058	8100371	Post, Steel, 3 lb	308.00	37.00	345.00	Ft	$10.90	$ 403.30	$ -
0059	8100402	Sign, Type III, Erect, Salv	30.00	0.00	30.00	Ea	$60.50	$ -	$ -
0060	8100403	Sign, Type III, Rem	30.00	0.00	30.00	Ea	$30.30	$ -	$ -
0061	8110058	Pavt Mrkg, Ovly Cold Plastic,Bike,Sm Sym	1.00	-1.00	0.00	Ea	$236.00	$ -	$ (236.00)
0062	8110231	Pavt Mrkg, Waterborne, 4 inch, White	384.00	88.00	472.00	Ft	$1.50	$ 132.00	$ -
0063	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	834.00	-176.00	658.00	Ft	$1.50	$ -	$ (264.00)
0064	8110251	Pavt Mrkg,Waterborne,2nd Appl,4,White	384.00	88.00	472.00	Ft	$1.30	$ 114.40	$ -
0065	8110252	Pavt Mrkg,Waterborne,2nd Appl,4,Yellow	834.00	-176.00	658.00	Ft	$1.30	$ -	$ (228.80)
0066	8112165	Pavt Mrkg, Ovly Cold Plas,BikeThruArrSym	1.00	-1.00	0.00	Ea	$236.00	$ -	$ (236.00)
0067	8120012	Barr,TypeIII,HighInten,DblSided,Ltd,Furn	47.00	-21.00	26.00	Ea	$72.70	$ -	$ (1,526.70)
0068	8120013	Barr,TypeIII,HighInten,DblSided,Ltd,Oper	47.00	-21.00	26.00	Ea	$6.10	$ -	$ (128.10)
0069	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	$34,160.00	$ -	$ -
0070	8120350	Sign, Type B, Temp, Prismatic, Furn	1,529.00	-753.00	776.00	Sft	$3.60	$ -	$ (2,710.80)
0071	8120351	Sign, Type B, Temp, Prismatic, Oper	1,529.00	-753.00	776.00	Sft	$1.20	$ -	$ (903.60)
0072	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	345.00	-32.50	312.50	Sft	$8.50	$ -	$ (276.25)
0073	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	345.00	-32.50	312.50	Sft	$1.20	$ -	$ (39.00)
0074	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	$6,050.00	$ -	$ -
0075	8127060	_ Railroad Inspection and Flagging	15,000.00	-9,780.00	5,220.00	Dlr	$1.00	$ -	$ (9,780.00)
0076	8150001	Site Preparation, Max	1.00	0.00	1.00	LS	$13,000.00	$ -	$ -
0077	8150002	WateringandCultivating,1st Seasn,Min	1.00	0.00	1.00	LS	$3,630.00	$ -	$ -
0078	8150003	WateringandCultivating,2nd Seasn,Min	1.00	0.00	1.00	LS	$4,840.00	$ -	$ -
0079	8157011	_ Shredded Mulch	84.00	-54.00	30.00	Syd	$15.10	$ -	$ (815.40)
0080	8157050	_ Acer rubrum 'Bowhall', 2 1/2 inch	14.00	0.00	14.00	Ea	$920.50	$ -	$ -
0081	8157050	_ Pyrus calleryana, 'Cleveland Select', 2 1/2 inch	14.00	0.00	14.00	Ea	$702.50	$ -	$ -
0082	8167011	_ Turf Establishment, Performance	5,063.00	1,981.51	7,044.51	Syd	$11.40	$ 22,589.21	$ -
0083	8182363	Wood Pole, Rem	7.00	-2.00	5.00	Ea	$294.00	$ -	$ (588.00)
0084	8237001	_ Hydrant Extension	8.00	-4.00	4.00	Ft	$1,470.00	$ -	$ (5,880.00)
0085	8267030	_ Water Main Fittings, DI	2,910.00	174.00	3,084.00	Lb	$6.10	$ 1,061.40	$ -
0086	8167021	_ Thrust Block, Conc, Poured in Place	4.00	-4.00	0.00	Cyd	$433.00	$ -	$ (1,732.00)
0087	8237001	_ Water Main Backfill, Class II	6,780.00	-154.00	6,626.00	Ft	$1.00	$ -	$ (154.00)
0088	8237001	_ Water Main, 8 inch	62.00	82.83	144.83	Ft	$295.00	$ 24,434.85	$ -
0089	8237001	_ Water Main, 12 inch	776.00	2.31	778.31	Ft	$246.00	$ 568.26	$ -
0090	8237001	_ Water Main, 16 inch	5,981.00	-101.46	5,879.54	Ft	$267.00	$ -	$ (27,089.82)
0091	8237001	_ Steel Casing, 30 inch, Jack and Bore	75.00	15.00	90.00	Ft	$3,880.00	$ 58,200.00	$ -
0092	8237001	_ Water Service Pipe, Cu, 1 inch	100.00	-100.00	0.00	Ft	$60.50	$ -	$ (6,050.00)
0093	8237050	_ Bond Restoration	2.00	-2.00	0.00	Ea	$1,350.00	$ -	$ (2,700.00)
0094	8237050	_ Electrical Permit Acquisition and Compliance	2.00	-2.00	0.00	Ea	$157.50	$ -	$ (315.00)
0095	8237050	_ Hydrant Assembly, 6-foot Bury	7.00	-1.00	6.00	Ea	$12,180.00	$ -	$ (12,180.00)
0096	8237050	_ Plumbing Permit Acquisition and Complian	2.00	-2.00	0.00	Ea	$181.50	$ -	$ (363.00)
0097	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	2.00	-2.00	0.00	Ea	$128.50	$ -	$ (257.00)
0098	8237050	_ Water Meter	2.00	-2.00	0.00	Ea	$4,260.00	$ -	$ (8,520.00)
0099	8237050	_ Water Meter Acquisition and Radio Reading Device Coord.	2.00	-2.00	0.00	Ea	$103.00	$ -	$ (206.00)
0100	8237050	_ Water Serv, 1 inch	2.00	-2.00	0.00	Ea	$3,920.00	$ -	$ (7,840.00)
0101	8237050	_ Water Serv, 2 inch	1.00	-1.00	0.00	Ea	$6,800.00	$ -	$ (6,800.00)
0102	8237050	_ Water Serv, Long, 2 inch	1.00	0.00	1.00	Ea	$7,320.00	$ -	$ -
0103	8237050	_ Water Serv, Temp, 1 1/2 inch	1.00	-1.00	0.00	Ea	$20,710.00	$ -	$ (20,710.00)
0104	8237050	_ Water Main, Cut and Plug, 6 inch	2.00	-2.00	0.00	Ea	$1,730.00	$ -	$ (3,460.00)
0105	8237050	_ Water Main, Cut and Plug, 12 inch	1.00	1.00	2.00	Ea	$2,320.00	$ 2,320.00	$ -
0106	8237050	_ Gate Valve and Box, 8 inch, Modified	1.00	0.00	1.00	Ea	$2,340.00	$ -	$ -

ENG25-07_HUPP-MORRELL TRANSMISSION MAIN
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0107	8237050	_ Gate Valve and Box, 12 inch, Modified	4.00	0.00	4.00	Ea	$4,190.00	$ -	$ -
0108	8237050	_ Gate Valve and Well, 16 inch, Modified	7.00	0.00	7.00	Ea	$22,690.00	$ -	$ -
0109	8237050	_ Air Vent Manhole	1.00	-1.00	0.00	Ea	$10,240.00	$ -	$ (10,240.00)
0110	8237050	_ Hydrant Assembly	5.00	-4.00	1.00	Ea	$11,930.00	$ -	$ (47,720.00)
0111	8237050	_ Hydrant, Rem, Modified	9.00	-2.00	7.00	Ea	$294.00	$ -	$ (588.00)
0112	8237050	_ Tapping Valve and Box, 6 inch	1.00	0.00	1.00	Ea	$4,140.00	$ -	$ -
0113	8237050	_ Tapping Sleeve, 8 inch x 6 inch	1.00	0.00	1.00	Ea	$9,740.00	$ -	$ -
0114	8237050	_ Tracer Wire, Grounding Rod	10.00	-4.00	6.00	Ea	$96.80	$ -	$ (387.20)
0115	8237001	_ Tracer Wire, Modified	13,342.00	-382.96	12,959.04	Ft	$0.50	$ -	$ (191.48)
0116	8237050	_ Water Main, Connect New 8 inch to Existing 6 inch	2.00	-2.00	0.00	Ea	$5,860.00	$ -	$ (11,720.00)
0117	8237050	_ Water Main, Connect New 12 inch to Existing 10 inch	1.00	0.00	1.00	Ea	$7,170.00	$ -	$ -
0118	8237050	_ Water Main, Connect New 12 inch to Existing 12 inch	1.00	1.00	2.00	Ea	$7,640.00	$ 7,640.00	$ -
0119	8237050	_ Water Main, Connect New 16 inch to Existing 16 inch	2.00	-1.00	1.00	Ea	$14,870.00	$ -	$ (14,870.00)
0120	8237050	_ Water Main, Connect New 16 inch to Existing 20 inch	1.00	0.00	1.00	Ea	$16,530.00	$ -	$ -
0121	8237050	_ Water Main, Connect New 16 inch to New 12 inch	1.00	-1.00	0.00	Ea	$13,920.00	$ -	$ (13,920.00)
0122	2050018	Excavation, Rock Excavation, Rock	200.00	195.00	395.00	Cyd	$129.00	$ 25,155.00	$ -
0123	2050031	Non Haz Contam Matl HandlingandDisp, LM	800.00	-800.00	0.00	Cyd	$57.10	$ -	$ (45,680.00)
0128	8237050	_ Water Main, Connect New 8 inch to Existi sting 8 inch	0.00	1.00	1.00	Ea	$5,860.00	$ 5,860.00	$ -
0133	8237050	_ Water Serv, Long, 1 inch	0.00	2.00	2.00	Ea	$3,986.00	$ 7,972.00	$ -
0138	8157050	_ Syringa reticulata,'Japanese Lilac'	0.00	2.00	2.00	Ea	$964.42	$ 1,928.84	$ -
0143	8237050	_ Gate Valve and Box, Adj, Case 1	0.00	5.00	5.00	Ea	$776.00	$ 3,880.00	$ -
0148	2047050	_ Utility Structure, Adj, Case 1	0.00	10.00	10.00	Ea	$985.00	$ 9,850.00	$ -
0153	8237050	_ Flushing Service	0.00	1.00	1.00	Ea	$8,106.43	$ 8,106.43	$ -

Total:	$ 229,266.40	$ (545,750.22)
Net Change:	$ (316,483.82)	
Current Contract Amount:	$ 4,307,011.80	
Revised Contract Amount:	$ 3,990,527.98	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Change Order 1 to the Bloomfield Boulevard Resurfacing contract with Michigan Paving and Materials, Co.**

Recommendation:

> **Approve Change Order 1 to the Bloomfield Boulevard Resurfacing contract with Michigan Paving and Materials, Co., in the decreased amount of $19,808.82 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 Bloomfield Boulevard Resurfacing 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: August 18, 2026

RECOMMENDATION: Approve Change Order 1 to the Bloomfield Boulevard Resurfacing contract with Michigan Paving and Materials, Co., in the decreased amount of $19,808.82 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 Bloomfield Boulevard Resurfacing contract with Michigan Paving and Materials, Co. 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 a decrease of $19,808.82, bringing the current contract amount to $175,887.18.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. On March 24, 2026, City Council approved the award of the contract to Michigan Paving and Materials, Co., of Grand Rapids, Michigan in the amount of $195,696.00.

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 Bloomfield Boulevard Resurfacing contract with Michigan Paving and Materials, Co., in the decreased amount of $19,808.82 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
ENG26-05 Bloomfield Boulevard Resurfacing
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		**$ 195,696.00**
CHANGE ORDER NO. 1	**–**	**$ 19,808.82**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1		**$ 175,887.18**

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:

Michigan Paving and Materials, Co. Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

ENG26-05_BLOOMFIELD BLVD RESURFACING
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max $22,000	1.00	0.00	1.00	LS	$22,000.00	$ -	$ -
0002	2040055	Sidewalk, Rem	385.00	-116.00	269.00	Syd	$13.40	$ -	$ (1,554.40)
0003	2047001	_ Pavt Sawcut	200.00	-200.00	0.00	Ft	$2.50	$ -	$ (500.00)
0004	2080020	Ero Con, Inlet Protection, Fabric Drop	14.00	-14.00	0.00	Ea	$102.00	$ -	$ (1,428.00)
0005	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	14.00	2.00	16.00	Ea	$115.00	$ 230.00	$ -
0006	2090001	Project Cleanup	1.00	0.00	1.00	LS	$6,500.00	$ -	$ -
0007	4037050	_ Mh Cover, Std	10.00	0.00	10.00	Ea	$980.00	$ -	$ -
0008	4037050	_ Utility Structure, Cover, Adj, Case 1, Modified	10.00	0.00	10.00	Ea	$1,085.00	$ -	$ -
0009	4037050	_ Utility Structure, Temp Lowering, Modified	10.00	0.00	10.00	Ea	$440.00	$ -	$ -
0010	5010002	Cold Milling HMA Surface	6,336.00	-269.51	6,066.49	Syd	$1.75	$ -	$ (471.64)
0011	5010025	Hand Patching	20.00	-15.00	5.00	Ton	$200.00	$ -	$ (3,000.00)
0012	5010034	HMA, 36A	680.00	-680.00	0.00	Ton	$100.00	$ -	$ (68,000.00)
0013	8030044	Sidewalk, Conc, 4 inch	2,925.00	-740.00	2,185.00	Sft	$9.80	$ 0.01	$ (7,252.00)
0014	8030046	Sidewalk, Conc, 6 inch	540.00	-300.00	240.00	Sft	$11.80	$ -	$ (3,540.00)
0015	8120012	Barr,TypeIII,HighInten,DblSided,Ltd,Furn	2.00	-2.00	0.00	Ea	$70.00	$ -	$ (140.00)
0016	8120013	Barr,TypeIII,HighInten,DblSided,Ltd,Oper	2.00	-2.00	0.00	Ea	$5.00	$ -	$ (10.00)
0017	8120026	Pedestrian Type II Barricade, Temp	8.00	-8.00	0.00	Ea	$100.00	$ -	$ (800.00)
0018	8120252	Plastic Drum, Fluorescent, Furn	30.00	30.00	60.00	Ea	$17.00	$ 510.00	$ -
0019	8120253	Plastic Drum, Fluorescent, Oper	30.00	30.00	60.00	Ea	$1.00	$ 30.00	$ -
0020	8120170	Minor Traf Devices	1.00	0.00	1.00	LS	$5,000.00	$ -	$ -
0021	8120350	Sign, Type B, Temp, Prismatic, Furn	100.00	-68.00	32.00	Sft	$3.00	$ -	$ (204.00)
0022	8120351	Sign, Type B, Temp, Prismatic, Oper	100.00	-68.00	32.00	Sft	$1.00	$ -	$ (68.00)
0023	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	25.00	-25.00	0.00	Sft	$9.00	$ -	$ (225.00)
0024	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	25.00	-25.00	0.00	Sft	$1.00	$ -	$ (25.00)
0025	8120370	Traf Regulator Control	1.00	0.00	1.00	LS	$1,750.00	$ -	$ -
0026	8167011	_ Turf Establishment, Performance	500.00	449.00	949.00	Syd	$10.00	$ 4,490.00	$ -
0027	8230391	Gate Box, Adj, Temp, Case 1	2.00	-2.00	0.00	Ea	$301.00	$ -	$ (602.00)
0028	8237050	_ Gate Box, Adj, Case 1, Modified	2.00	-2.00	0.00	Ea	$416.00	$ -	$ (832.00)
0029	5017031	_ HMA, 5EL T2	0.00	541.58	541.58	Ton	$87.86	$ 47,583.21	$ -
0030	5010061	HMA Approach	0.00	100.00	100.00	Ton	$160.00	$ 16,000.00	$ -

Total:	$ 68,843.22	$ (88,652.04)
Net Change:	$ (19,808.82)	
Current Contract Amount:	$ 195,696.00	
Revised Contract Amount:	$ 175,887.18	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Change Order 1 to the East Ganson Street Water Service Replacements contract with Super Construction, LLC**

Recommendation:

> **Approve Change Order 1 to the East Ganson Street Water Service Replacements contract with Super Construction, LLC in the increased amount of $34,071.20 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 East Ganson Street Water Service Replacements 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: August 18, 2026

RECOMMENDATION: Approve Change Order 1 to the East Ganson Street Water Service Replacements contract with Super Construction, LLC in the increased amount of $34,071.20 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 East Ganson Street Water Service Replacements contract with Super Construction, LLC 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 $34,071.20, bringing the current contract amount to $403,071.20.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. On March 10, 2026, City Council approved the award of the contract to Super Construction, LLC of Bay City, Michigan in the amount of $369,000.00. During contractor work, Engineering determined the need to add items necessary to disconnect and retire 18 existing water services where the existing services were located differently from the new service connections

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 East Ganson Street Water Service Replacements contract with Super Construction, LLC in the increased amount of $34,071.20 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
ENG26-02 East Ganson Street Water Service Replacements
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	**$ 369,000.00**
CHANGE ORDER NO. 1	**$ 34,071.20**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 403,071.20**

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:

Super Construction, LLC — Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer — Date:

ACCEPTED BY:

Jonathan Greene, City Manager — Date:

ENG26-02_E GANSON STREET WATER SERVICE REPLACEMENTS
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max $51,000.00	1.00	0.00	1.00	LS	$5,500.00	$ -	$ -
0002	8127051	_ Maintaining Traffic, Max $29,000.00	1.00	0.00	1.00	LS	$5,000.00	$ -	$ -
0003	2087051	_ SESC, Max $29,000.00	1.00	0.00	1.00	LS	$3,000.00	$ -	$ -
0004	8237050	_ Water Service, 1 inch (Public Side -Main to Box)	45.00	-4.00	41.00	Ea	$3,400.00	$ -	$ (13,600.00)
0005	8237050	_ Curb Stop and Box on Water Service, 1 inch	45.00	-4.00	41.00	Ea	$1,000.00	$ -	$ (4,000.00)
0006	8237050	_ Water Service, 1 inch (Private Side -Box to House)	45.00	-7.00	38.00	Ea	$3,500.00	$ -	$ (24,500.00)
0011	8237050	_ Water Serv, Curb Stop and Box, 1 inch	0.00	1.00	1.00	Ea	$600.00	$ 600.00	$ -
0016	8237050	_ Water Serv, 1 inch, Main to Curb Stop	0.00	2.00	2.00	Ea	$5,000.00	$ 10,000.00	$ -
0021	8237050	_ Water Serv, 1 inch, Curb Stop to House	0.00	2.00	2.00	Ea	$5,000.00	$ 10,000.00	$ -
0026	8237050	_ Water Serv, Retire	0.00	18.00	18.00	Ea	$2,700.00	$ 48,600.00	$ -
0031	8237050	_ Water Serv, Reconnect	0.00	1.00	1.00	Ea	$2,500.00	$ 2,500.00	$ -
0036	8237001	_ Water Service Pipe Beyond Meter, Cu,1 in	0.00	240.00	240.00	Ft	$18.63	$ 4,471.20	$ -

Total:	$ 76,171.20	$ (42,100.00)
Net Change:	$ 34,071.20	
Current Contract Amount:	$ 369,000.00	
Revised Contract Amount:	$ 403,071.20	

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: August 18, 2026

SUBJECT: **Approve Amendment 3 to the 23-006 MLK Corridor Reimagined Engineering contract**

RECOMMENDATION:

Approve Amendment 3 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $101,176.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

Attached is a report from Troy R. White, City Engineer.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy R. White, P.E., City Engineer

DATE: August 18, 2026

RECOMMENDATION: Approve Amendment 3 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $101,176.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

ISSUE STATEMENT

The attached contract amendment will add engineering services for:

Item	Project	Fee	Description
1	Critical Valve Replacements	$ 82,080.00	PE and CE for grant funded valve replacement construction
2	Transportation Asset Management Plan (TAMP) Update	$ 19,370.00	Update TAMP is accordance with Act 51
3	Health District Lighting Ph3	$ 13,530.00	Prepare State Historic Preservation Office (SHPO) application
4	MLK Transmission Main (South to Mitchell)	$ 180,620.00	Add CE for work that was not part of original contract
5	MLK Transmission Main Extension (Mitchell to Washington)	- $ 194,424.00	Remove PE and CE services because project construction is not funded
	Total	**$ 101,176.00**	

* PE = Preliminary (Design) Engineering, CE = Construction Engineering

DESCRIBE THE CONSEQUENCES

It this amendment is not approved, the project identified above and described below will not progress.

1) Critical Valve Replacements: the City of Jackson has been awarded a federal Congressionally Directed Spending grant is the amount of $1M to replace seventeen (17) valves in the water system broken due to age. The engineering services added by the amendment will allow the City to utilize the grant funds to complete construction in the field.

2) TAMC Plan Update: Act 51 governs the distribution and use of gas and weight taxes for street maintenance, operations and construction in the State of Michigan. To remain compliant and continue to receive its distribution, the City must maintain a Transportation Asset Management Plan (TAMP). The services added by this amendment will ensure that requirements are met.

3) Health District Lighting, Ph3: the initial and limiting phase of projects that use federal Community Development Block Grant funds is obtaining project approval from SHPO. The services added by this amendment are necessary for a third phase for new street lighting in the Health District neighborhood to progress.

4) MLK Transmission Main (South to Morrell): transmission water main was added to the current construction project but the engineering services for this added work were not. The services added by this amendment will fund the construction administration and engineering for the added work in the field.

5) MLK Transmission Main Extension (Morrell to Washington): the engineering work was previously added to the contract when grants to fund construction were being pursued. Since this, grant funding has not materialized and the project has been deferred. Therefore, these engineering services are not currently needed and are removed from the contract.

OWNERSHIP

On August 15, 2023, City Council approved the award of the MLK Corridor Reimagined engineering contract to HRC in the amount of $1,069,099.00. Subsequent contract amendments have been approved as follows:

C.A.	Approval Date	Amount	Description
1	12-12-23	$ 108,200.00	Water service relocations and sewer extension on Mitchell
2	09-10-24	$ 318,810.00	Add engineering services for the extension of the MLK transmission water main from Mitchell Street to Washington Avenue
3	08-18-26 Proposed	$ 102,176.00	Add services listed above.

The contract amount after approval of Contract Amendment 3 will be $1,597,285.00

SOLUTION

Engineering recommends approval of the attached Contract Amendment 3 to the 23-006 MLK Corridor Reimagined Engineering contract with HRC so that the projects listed under the *Issue Statement* can proceed.

Water Funds will be pay for the critical valve replacement and transmission main engineering services. Street Funds will pay for the TAMC planning work. CDBG funds will be used to pay for Health District Lighting work.

FACILITATE IMPLEMENTATION

Approve Amendment 3 to the 23-006 MLK Corridor Reimagined Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $101,176.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

AMENDMENT NO. 3
To Contract for
23-006 MLK Corridor Reimagined Engineering Contract
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	**$ 1,069,099.00**
APPROVED AMENDMENT NO. 1	**$ 108,200.00**
APPROVED AMENDMENT NO. 2	**$ 318,810.00**
CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	**$ 1,496,109.00**
AMENDMENT NO. 3	**$ 101,176.00**
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 3	**$ 1,597,285.00**

REASON FOR AMENDMENT:

To provide for engineering services described in the letter from Hubbell, Roth & Clark, Inc. dated August 4, 2026 and removed services for an unfunded project.

Prepared by Troy R. White, P.E.
City Engineer

ACCEPTED BY:

Todd Sneathen, P.E.
Hubbell, Roth & Clark, Inc.

Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201

517-292-1295

www.hrcengr.com

August 4, 2026

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

Attn: Troy White, P.E., City Engineer
Re: MLK Transmission Main
Amendment #3

HRC Job No. 20230462

Dear Mr. White:

Hubbell, Roth & Clark, Inc. (HRC) is submitting this amendment request for additional services and construction administration and observation services related to the MLK transmission main extension.

Item 1: Traffic Asset Management Plan (TAMP) Update

An updated TAMP is required every three years to maintain compliance with the Michigan Transportation Asset Management Council (TAMC) and Public Act 325. The city is currently on a three-year schedule, with its next TAMP submittal due by October 1, 2026. The City requested HRC assist in updating the TAMP. Our proposed scope of services will include coordination with the City to obtain its latest PASER ratings, import the latest Roadsoft export from the City and review updated database, complete the Pavement, Bridge, and Compliance Asset Management Plan Workbooks to populate draft of TAMP, and Assist in drafting a resolution for council to adopt the TAMP (proof of acceptance) at the September 22, 2026, Council meeting. Upon review, HRC will finalize TAMP for City to upload to the IRT for the TAMC and MDOT Act 51 staff to review. HRC can complete the work outlined under Item 1 for $19,370.

Item 2: Critical Valve Replacement

The City requested HRC to provide design and construction engineering services to replace 19 critical water main valves at various locations. The project will be funded in part through an EPA Community Grant. Our proposed scope of services will include preparation of a Work Plan to satisfy EPA requirements, SHPO Consultation (by others), utilize existing survey and aerials to develop plans, preparation of bid documents, and construction engineering services consisting of contract administration, full-time observation, Prevailing wage review, and construction staking (we have assumed an observer will be required to work 50 hours per week for six weeks). HRC can complete the work outlined under Item 2 for $82,080 and complete bid documents by September 28, 2026.

Item 3: SHPO Consultation for Health District Street Lighting Phase 3

The City intends to install new street lights on portions of Park Street, Detroit Street, and State Street. The project will be funded by a Community Development Block Grant and will require compliance with Section 106 of the National Historic Preservation Act. The City requested HRC to provide assistance to develop an application for Section 106 Consultation to the Michigan State Historic Preservation Office (MI SHPO). HRC will retain the services of a subconsultant to assist with a cultural review to support an application for Section 106 Consultation to MI SHPO. A draft report will be provided to the City before it is finalized and submitted to MI SHPO. HRC can complete the work outlined under Item 3 for $13,530 and provide an application for MI SHPO by September 28, 2026.

Item 4: Additional Construction Observation for MLK Transmission Main Extension

A transmission main was added to the MLK Reimagined project, but the related effort was not included in our original proposal. This additional work extended the construction schedule by seven weeks and required an observer to work an average of 60 hours per week. In addition, the Contractor had multiple crews on site for much of the work, requiring HRC to provide additional field staff throughout the two-year project. HRC requests an additional 24 weeks (12 weeks per construction season) at an average of 50 hours per week for a second observer. Our costs for the additional work under Item 4 is $180,620.

Based on the scope of work, we estimate the total costs for the items above to be $295,600. We will invoice the City in accordance with the terms of our existing contract, and the final invoice amount will be based on actual time spent.

If you have any questions or require any additional information, please contact the undersigned.
Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd Sneathen, P.E.
Exec. Vice President

Mike Romkema, P.E.
Associate

MAR/mar
Attachment
pc: COJ; J. Crow
HRC; File

City of Jackson
Proposal for Additional Design and Construction Engineering Services
Amendment #3 to MLK Corridor Reimagined

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

Hubbell, Roth & Clark, Inc.
August 4, 2026

Item 1: Traffic Asset Management Plan (TAMP) Update										
	Partner $62.00 HRS	Project Manager $54.50 HRS	Planning Manager $52.00 HRS	Project Engineer $43.00 HRS	Graduate Engineer II $41.00 HRS	CE Supervisor $46.50 HRS	Construction Observer $36.00 HRS	2nd Constr. Observer $36.00 HRS	Office Tech $34.00 HRS	**TOTAL** HRS
TAMP Update										
TAMP Update		4	120							124
Total Direct Labor Hours	0	4	120	0	0	0	0	0	0	124
Total Direct Labor Cost	$0.00	$218.00	$6,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,458.00
								ITEM 1 Total Cost at 3.0 Multiplier		**$19,374.00**
									ITEM 1 TOTAL	**$19,370.00**

Item 2: Critical Valve Replacement										
	Partner $62.00 HRS	Project Manager $54.50 HRS	Planning Manager $52.00 HRS	Project Engineer $43.00 HRS	Graduate Engineer II $41.00 HRS	CE Supervisor $46.50 HRS	Construction Observer $36.00 HRS	2nd Constr. Observer $36.00 HRS	Office Tech $34.00 HRS	**TOTAL** HRS
Design Engineering Services for Critical Valve Replacement										
EPA Work Plan		2		4						6
Meetings		2								2
Design		4		20	160					184
QA/QC		2								2
Sub-Total Direct Labor Hours	0	10	0	24	160	0	0	0	0	194
Sub-Total Direct Labor Cost	$0.00	$545.00	$0.00	$1,032.00	$6,560.00	$0.00	$0.00	$0.00	$0.00	$8,137.00

Services By Others										
SWCA Environmental Consultants (SPHO Cosultation)										$16,000.00
Sub-Total										$16,000.00

Construction Engineering Services for Critical Valve Replacement										
Construction Management and Admin.		6		24					30	60
Field Observation						30	240			270
Project Closeout				4		2	2		4	12
Sub-Total Direct Labor Hours	0	6	0	28	0	32	242	0	34	342
Sub-Total Direct Labor Cost	$0.00	$327.00	$0.00	$1,204.00	$0.00	$1,488.00	$8,712.00	$0.00	$1,156.00	$12,887.00

Overtime for Construction Engineering										
Overtime Rate							$54.00			
Overtime Hours							60			60
Sub-Total Direct Labor Cost (OT Rates)	$0.00	$0.00	$0.00		$0.00	$0.00	$3,240.00	$0.00		$3,240.00
Total Direct Labor (Hours)	0	16	0		160	32	302	0	34	544
Total Labor Costs	$0.00	$872.00	$0.00		$6,560.00	$1,488.00	$11,952.00	$0.00	$1,156.00	$ 22,028.00
									ITEM 2 Total Cost at 3.0 Multiplier	**$ 66,084.00**
									Services By Others	**$16,000.00**
									ITEM 2 TOTAL	**$ 82,080.00**

City of Jackson
Proposal for Additional Design and Construction Engineering Services
Amendment #3 to MLK Corridor Reimagined

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

Hubbell, Roth & Clark, Inc.
August 4, 2026

Item 3: SHPO Consultation for Health District Street Lighting Phase 3										
	Partner	Project Manager	Planning Manager	Project Engineer	Graduate Engineer II	CE Supervisor	Construction Observer	2nd Constr. Observer	Office Tech	**TOTAL**
	$62.00	$54.50	$52.00	$43.00	$41.00	$46.50	$36.00	$36.00	$34.00	
	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
Design Engineering Services for MLK Transmission Main Extension										
SHPO Consultation		2		6						8
Sub-Total Direct Labor Hours	0	2	0		0	0	0	0	0	2
Sub-Total Direct Labor Cost	$0.00	$109.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$109.00

Services By Others										
SWCA Environmental Consultants (SPHO Cosultation)										$13,200.00
Sub-Total										$13,200.00

Total Direct Labor (Hours)	0	2	0	0	0	0	0	0	0	2
Total Labor Costs	$0.00	$109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 109.00
									ITEM 3 Total Cost at 3.0 Multiplier	**$ 327.00**
									Services By Others	**$13,200.00**
									ITEM 3 TOTAL	**$ 13,530.00**

Item 4: Additional Construction Observation for MLK Transmission Main Extension										
	Partner	Project Manager	Planning Manager	Project Engineer	Graduate Engineer II	CE Supervisor	TM Constr. Observer	2nd Constr. Observer	Office Tech	**TOTAL**
	$62.00	$54.50	$52.00	$43.00	$41.00	$46.50	$36.00	$36.00	$33.00	
	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
Construction Engineering Services for MLK Transmission Main Extension										
Additional Constr Admin for TM Work		12				18			12	42
Additional Observation							420	1200		1,620
Sub-Total Direct Labor Hours	0	12	0		0	18	420	1200	12	1,662
Sub-Total Direct Labor Cost	$0.00	$654.00	$0.00		$0.00	$837.00	$15,120.00	$43,200.00	$396.00	$60,207.00
									ITEM 4 Total Cost at 3.0 Multiplier	**$180,621.00**