



AGENDA - CITY COUNCIL

Tuesday, January 27, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

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

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

- A. Jackson College Update to Council

6. PUBLIC HEARINGS.

- A. Special Assessment Roll No. 3455

- 1. Recess as City Council and Convene as a Board of Review
- 2. Open the Public Hearing of Confirmation for Special Assessment Roll No. 3455
- 3. Close the Public Hearing of Confirmation for Special Assessment Roll No. 3455
- 4. Approve the resolution confirming Special Assessment Roll No. 3455
- 5. Adjourn as a Board of Review and reconvene as City Council

Consideration of a resolution to confirm Special Assessment Roll 3455; street resurfacing on Ganson Street from Elm Avenue to the easterly city limit.

Consider and approve the resolution to confirm Special Assessment Roll 3455; street resurfacing on Ganson Street from Elm Avenue to the easterly city limit.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

- A. Minutes — Regular Meeting of the Jackson City Council on January 13, 2026

Approve the proposed meeting minutes from the January 13, 2026, Regular Meeting of the Jackson City Council

- B. City of Jackson, Michigan Financial Statements for the Five Months Ended November 30, 2025

- C. Appointment to Martin Luther King Corridor Improvement Authority

Approve the Mayor's recommendation to appoint Cathy Moore to the Martin Luther King Corridor Improvement Authority for a term of 4 years, beginning immediately and expiring on 12/31/29.

9. OTHER BUSINESS.

- A. Housing Update

10. NEW BUSINESS.

- A. Resolution - 2026 Capital Improvement Bonds Notice of Intent

Adoption of Notice of Intent Resolution - 2026 Capital Improvement Bonds (Limited Tax General Obligation)

- B. Resolution -- 2026 Refunding Bonds Issuance

Approval of the Resolution Authorizing Issuance of 2026 Refunding Bonds (Limited Tax General Obligation)

- C. Resolution - MDOT, Milling and Resurfacing on Ganson Street

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Ganson Street from Elm Avenue to the east City Limit and authorize the City Engineer to execute the appropriate documents.

D. Contract — Health District Street Lighting

Approve the award of the Health District Street Lighting contract to J. Ranck Electric, Inc. of Mt. Pleasant, Michigan at a cost of \$422,887.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Contract — Elizabeth Street Water Transmission Main Abandonment

Approve the award of the Elizabeth Street Water Transmission Main Abandonment contract to Concord Excavating & Grading, Inc. of Concord, Michigan at a cost of \$826,519.11 and authorize the Mayor and City Clerk to execute the appropriate documents.

F. Contract Amendment — Fishbeck, Inc.

Approval of Amendment 4 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$20,960.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

G. Contract Extension — Professional Services Industries (PSI)

Approval of the third extension of the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of \$125,000.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

H. Contract Change Order — Concord Excavating & Grading, Inc.

Approve Change Order 1 to the Miscellaneous Construction contract with Concord Excavating & Grading, Inc. in the increased amount of \$26,242.01 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. Memorandum of Understanding — Movement Jackson LLC
Approve the Memorandum of Understanding with Movement Jackson, LLC, for funding and construction of boulder installations, skate park, pump track, and public gathering areas at Ella Sharp Park.

Approval of a Memorandum of Understanding with Movement Jackson LLC.

- J. Sale of City-Owned Property — 751 Tomlinson
Approve the sale of City-owned property located at 751 Tomlinson Street to AgriCon, LLC

Approve the sale of City-owned property located at 751 Tomlinson Street, Jackson, MI 49203 (Parcel # 6-130600000) 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.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



Jackson College

Updates

Committed to the success of students
and enriching our community



Top Programs

Business
Administration

Business Management

Health Sciences
Foundations

Nursing

Behavioral Sciences

Allied Health

Public Leadership
and Administration

Degree Programs

Associate in Arts **179**

AAS - Business Administration **96**

AGS - Associate in General Studies **81**

Certificate - Business Management **62**

Certificate - Health Science Foundation **53**

AA - Business Administration **39**

AAS - Nursing **37**

AS - Associate in Science **32**

Certificate - Behavioral Sciences **32**

AAS - Allied Health **30**

Certificate - Public Leadership & Administration **30**



New Programs

HVAC
(Residential &
Commercial)

Computer-Aided
Design

Industrial
Agricultural
Systems

Professional
Medical Coder

Professional
Medical Biller

Health and Pre-
Professional
Science



City of Jackson

Fall 2025 Quick Look

- 442 City of Jackson students
- Taking 4,255 registered credits!
- 48% of students are age 19 or younger
 - 192 Jackson County Early College students!



New Developments & Innovation

Medical Simulation

Center

- Renovated, expanded area in Justin Whiting Hall
- [Simulation](#) uses controlled, realistic scenarios to allow students to learn and practice skills in a safe environment
- Thankful for support of State of Michigan, ALRO Steel and Alvin Glick Foundation





Applied Technologies Center

- New 15,000-square-foot facility on east side of campus
- Flexible, hands-on learning for utilities, HVAC, lineman, energy efficiency, renewable energy and advanced manufacturing.
- Developed in cooperation with key area partners
- Ribbon Cutting February 16th, 5:00 p.m.



Together, we
INSPIRE and
TRANSFORM Lives
www.jccmi.edu



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: Special Assessment Roll No. 3455

1. Recess as City Council and Convene as a Board of Review
2. Open the Public Hearing of Confirmation for Special Assessment Roll No. 3455
3. Close the Public Hearing of Confirmation for Special Assessment Roll No. 3455
4. Approve the resolution confirming Special Assessment Roll No. 3455
5. Adjourn as a Board of Review and reconvene as City Council

Recommendation:

Consider and approve the resolution to confirm Special Assessment Roll 3455; street resurfacing on Ganson Street from Elm Avenue to the easterly city limit.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: DEBORAH KOEHN, Senior Appraiser
DATE: January 27, 2026

RECOMMENDATION: Support consideration of a resolution confirming Special Assessment Roll 3455; Resurfacing Ganson Street from Elm Avenue to easterly city limit.

ISSUE STATEMENT

The City has received a grant to help reduce the cost of street resurfacing for this section of Ganson Street.
Condition of this section of Ganson Street will be greatly improved with the resurfacing of the road.

DESCRIBE THE CONSEQUENCES

If the road is not resurfaced, the condition will continue to deteriorate, impacting vehicles and driving conditions. If not repaired now, costs to resurface in the future would most likely be higher. If the grant is returned, the City jeopardizes its chances of receiving future grants to assist with street repair costs.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Support consideration and approval of the resolution to confirm Special Assessment Roll 3455; street resurfacing on Ganson Street from Elm Avenue to the easterly city limit.

ATTACHMENTS

1. agenda files SA Roll No. 3455

January 9, 2026

Andrea Murray, City Clerk
161 W. Michigan Avenue
Jackson, MI 49201

Please place on the agenda for Tuesday, January 27, 2026, the following special assessment roll(s), setting a public hearing for **Tuesday, January 27, 2026**:

<u>ROLL NUMBER</u>	<u>ROLL PURPOSE</u>	<u>AMOUNT ASSESSED</u>	<u>INSTALLMENTS</u>
3455	Repave Ganson Street, Elm to Easterly City Limits	\$246,150.40	10

The above special assessment roll(s) will be confirmed by the City Council on said Tuesday, January 27, 2026.

Sincerely,



Deborah Koehn
Senior Appraiser

Copy: City Manager's Office, Engineering, Water Department, Public Works,
Community Development, Finance, File

RESOLUTION
PAVEMENT RECONSTRUCTION ON PEARL STREET

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street pavement replacement on Ganson Street, from Elm Street to Easterly City Limits which assessments were by him placed on Assessment Roll No. 3455 in the amount of \$246,150.40 and reported to the City Council as its meeting held on the 27th day of January, 2026; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, January 27, 2026, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

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

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

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3455 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.90% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

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

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 27th day of January 2026.

IN WITNESS WHEREOF, I have affixed my
signature and the Seal of the City of Jackson, Michigan, on
this 28th day of January 2026.

Andrea Muray, City Clerk

01/10/2026
03:52 PM

Special Assessment Roll
Roll for Year 2026
Special Population Both Active and Inactive Parcels

Page: 1/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
UNIT 50 DISTRICT 3455							
3455	7-1031.0100	0.00	0.00		0.00	325.00	325.00
RPV GANSON ELM -	NORFOLK HOMES OF JACKSON II LLC	0.00				0.00	
	8178 JACKSON RD STE D						
	ANN ARBOR, MI 48103						
N ½ OF LOT 1 & W 15.84 FT OF N ½ OF LOT 2 & N ½ OF S ½ OF LOTS 1 & 2 BLK 4 EAST ADD COMBINED ON 11/04/2025 FROM 7-103100000, 7-1033.1000;							
3455	7-103200000	0.00	0.00		0.00	2,505.69	2,505.69
RPV GANSON ELM -	DRESSER LARRY ET AL	0.00				0.00	
	1609 E GANSON ST						
	JACKSON, MI 49202-3625						
N 1/2 OF LOT 2 EX W 15.84 FT BLK 4 EAST ADD							
3455	7-103400000	0.00	0.00		0.00	4,431.35	4,431.35
RPV GANSON ELM -	BOOHER ERIK & ALYSSA	0.00				0.00	
	234 ORANGE ST						
	JACKSON, MI 49202-3652						
N 1/2 OF LOTS 3 & 4 BLK 4 EAST ADD							
3455	7-105500000	0.00	0.00		0.00	3,307.51	3,307.51
RPV GANSON ELM -	TOKEN HOLDINGS LLC	0.00				0.00	
	49952 PROCTOR RD						
	CANTON , MI 48188-2888						
N 83 FT OF LOT 1 BLK 5 EAST ADD							
3455	7-105700000	0.00	0.00		0.00	1,653.75	1,653.75
RPV GANSON ELM -	NEILL KIMBERLY	0.00				0.00	
	1707 E GANSON ST						
	JACKSON, MI 49202-3627						
W 1/2 OF LOT 2 BLK 5 EAST ADD							
3455	7-105800000	0.00	0.00		0.00	1,653.75	1,653.75
RPV GANSON ELM -	BRADLEY JACOB ET AL	0.00				0.00	
	1709 E GANSON ST						
	JACKSON, MI 49202-3627						
E 1/2 OF LOT 2 BLK 5 EAST ADD							
3455	7-105900000	0.00	0.00		0.00	4,431.35	4,431.35
RPV GANSON ELM -	RYAN ABBEY L	0.00				0.00	
	1715 E GANSON ST						
	JACKSON, MI 49202-3627						
N 1/2 OF LOTS 3 & 4 BLK 5 EAST ADD							

01/10/2026
03:52 PM

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Page: 2/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	7-116300000 LEROLLAND-WAGNER MARIAH A PO BOX 434 JACKSON, MI 49204-0434	0.00 0.00	0.00		0.00	3,307.51 0.00	3,307.51
LOT 1 BLK 11 EAST ADD							
3455 RPV GANSON ELM -	7-116400000 INFINITE LIGHT CENTER LLC 1805 E GANSON ST JACKSON, MI 49202-3629	0.00 0.00	0.00		0.00	7,937.50 0.00	7,937.50
LOT 2 BLK 11 EAST ADD							
3455 RPV GANSON ELM -	7-116500000 CONLEY MICHAEL 1811 E GANSON ST JACKSON, MI 49202-3629	0.00 0.00	0.00		0.00	3,307.51 0.00	3,307.51
LOT 3 BLK 11 EAST ADD							
3455 RPV GANSON ELM -	7-116600000 CORNERSTONE METRO REALTY LLC 6825 CARPENTER RD YPSILANTI, MI 48197-8845	0.00 0.00	0.00		0.00	3,307.51 0.00	3,307.51
LOT 4 BLK 11 EAST ADD							
3455 RPV GANSON ELM -	7-119100000 KRZECZKOWSKI MAK 9675 GLENN RD GRASS LAKE, MI 49240-9545	0.00 0.00	0.00		0.00	3,307.51 0.00	3,307.51
N 1/2 OF LOT 1 BLK 13 EAST ADD							
3455 RPV GANSON ELM -	7-119400000 COOPER AMY 1911 E GANSON ST JACKSON, MI 49202-3609	0.00 0.00	0.00		0.00	3,307.51 0.00	3,307.51
LOT 3 BLK 13 EAST ADD							
3455 RPV GANSON ELM -	7-119600000 PASSOW JENNA R 1915 E GANSON ST JACKSON, MI 49202-3609	0.00 0.00	0.00		0.00	3,307.51 0.00	3,307.51
LOT 4 EX S 50 FT BLK 13 EAST ADD							

01/10/2026
03:52 PM

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Page: 3/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	7-121700000 DHOPATKAR CHANDRA 4023 BRIGGS CT JACKSON, MI 49201	0.00 0.00	0.00		0.00	10,925.00 0.00	10,925.00
1218 LOTS 1 & 2 BLK 14 EAST ADD							
3455 RPV GANSON ELM -	7-121900000 MUSOLINO RALPH J III & DEBORAH 2009 E GANSON ST JACKSON, MI 49202-3713	0.00 0.00	0.00		0.00	3,320.06 0.00	3,320.06
LOT 3 BLK 14 EAST ADD							
3455 RPV GANSON ELM -	7-122000000 CHRISTIAN MARK A 2013 E GANSON ST JACKSON, MI 49202-3713	0.00 0.00	0.00		0.00	3,320.06 0.00	3,320.06
N 80 FT OF LOT 4 BLK 14 EAST ADD							
3455 RPV GANSON ELM -	7-1243.A000 GONYON SAMUEL 2101 E GANSON ST JACKSON, MI 49202-3715	0.00 0.00	0.00		0.00	3,016.34 0.00	3,016.34
LOT 1 EX ELY 6 FT BLK 15 EAST ADD							
3455 RPV GANSON ELM -	7-1243.A100 WENZEL JACOB A 2105 E GANSON ST JACKSON, MI 49202-3715	0.00 0.00	0.00		0.00	4,383.08 0.00	4,383.08
1244.A, 1245.A1 E 6 FT OF LOT 1 ALL OF LOT 2 & W 15 FT OF LOT 3 BLK 15 EAST ADD							
3455 RPV GANSON ELM -	7-1245.A000 TUNSTALL BEATRICE E 2111 E GANSON ST JACKSON, MI 49202-3715	0.00 0.00	0.00		0.00	2,560.76 0.00	2,560.76
LOT 3 EXC W 15 FT BLK 15 EAST ADD							
3455 RPV GANSON ELM -	7-1246.A000 MARTIN DAVID JR & SHERRY 9870 ZION RD RIVES JUNCTION, MI 49277	0.00 0.00	0.00		0.00	3,320.06 0.00	3,320.06
N 1/2 OF LOT 4 BLK 15 EAST ADD							

01/10/2026
03:52 PM

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Page: 4/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	7-1277.0100 GJKETAJ ELKIER 7820 MARIE DR SHELBY TWP, MI 48316	0.00 0.00	0.00		0.00	400.00 0.00	400.00
LOTS 1 & 2, EX S 78 FT OF LOT 1, BLK 16 EAST ADD COMBINED ON 01/23/2023 FROM 7-127700000, 7-127900000							
3455 RPV GANSON ELM -	7-128000000 HAGER HEIDI L ET AL 2209 E GANSON ST JACKSON, MI 49202-3717	0.00 0.00	0.00		0.00	3,320.06 0.00	3,320.06
LOT 3 BLK 16 EAST ADD							
3455 RPV GANSON ELM -	7-131000000 L & K LEASING LLC 103 N HORTON ST JACKSON, MI 49202-2094	0.00 0.00	0.00		0.00	13,305.70 0.00	13,305.70
1305 1309 1311 BEG AT THE SW COR OF BLK 17 EAST ADD TH N 166.52 ALONG E LN OF HORTON ST TH S 89 DEG 48' 5" E 154 FT TH N 401.04 FT TO N LN OF SAID BLK 17 TH N 89 DEG 35' 59"E 109.53 FT TO NE COR OF SAID BLK 17 TH S 498.87 FT TO SE COR OF BLK 17 TH S 75 DEG 20' 39" W 272.38 FT TO POB BLK 17 EAST ADDN							
3455 RPV GANSON ELM -	7-131100000 L & K LEASING LLC 103 N HORTON ST JACKSON, MI 49202-2094	0.00 0.00	0.00		0.00	18,570.64 0.00	18,570.64
1305 1309 1311 COM AT SW COR OF BLK 17 EAST ADD TH N 166.52 ALONG W SIDE OF HORTON ST TO POB THIS DESC TH N 399.43 FT ALONG E LN OF HORTON ST TO NW COR OF SAID BLK 17 TH N 89 DEG 35'59" E 154 FT TH S 401.04 FT TH N 89 DEG 48'05"W TO POB BLK 17 EAST ADDN							
3455 RPV GANSON ELM -	8-0007.0100 325 N HORTON LLC 47211 MALBURG WAY DR MACOMB, MI 48044	0.00 0.00	0.00		0.00	32,431.51 0.00	32,431.51
0004.1, 0006, 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0189, 0197, 0191, 0192, 0193, 0194, 0195, 0196 LAND OWNED & USED AS ONE PARCEL & DESC AS COM AT SW COR OF LOT 12, BLK 1, NORTHEASTERN ADD, TH N 00° 11' 38" E ALG ELY LN OF N HORTON ST 129.60 FT, TH N 89° 58' 47" E PARALLEL W/ N LN OF GANSON ST 266.97 FT, TH S 00° 11' 38" W 129.60 FT TO N LN OF GANSON ST, TH S 89° 58' 47" W ALG N LN OF GANSON ST 266.97 FT TO BEG. BEING PART OF NW ¼ SEC 36, T2S, R1W AND BLK 1 NORTHEASTERN ADD SPLIT ON 12/05/2022 FROM 8-000700000							

01/10/2026
03:52 PM

Special Assessment Roll
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Page: 5/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	8-002400000 JONES ARTHUR W ET AL 1102 S WEST AVE JACKSON, MI 49203-2957	0.00 0.00	0.00		0.00	10,475.00 0.00	10,475.00
E 8.7 FT OF LOT 11 & ALL OF LOT 10 BLK 2 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-002500000 JONES ARTHUR W ET AL 1102 S WEST AVE JACKSON, MI 49203-2957	0.00 0.00	0.00		0.00	700.00 0.00	700.00
W 40.5 FT OF LOT 11 BLK 2 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-002600000 HOMMINGA RANDY L 2208 E GANSON ST JACKSON, MI 49202-3718	0.00 0.00	0.00		0.00	2,490.50 0.00	2,490.50
LOT 12 BLK 2 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-002700000 HARRIS THOMAS JR 333 W MONROE ST JACKSON, MI 49202-2253	0.00 0.00	0.00		0.00	2,490.50 0.00	2,490.50
LOT 13 BLK 2 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-004900000 SISK SHEILA M LE 2108 E GANSON ST JACKSON, MI 49202-3716	0.00 0.00	0.00		0.00	4,200.00 0.00	4,200.00
LOT 10 BLK 3 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-005000000 WALICKI HAROLD T 2112 E GANSON ST JACKSON, MI 49202-3716	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
LOT 11 BLK 3 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-005100000 SISK SHEILA M LE 2108 E GANSON ST JACKSON, MI 49202-3716	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
LOT 12 BLK 3 NORTH EASTERN ADD							

01/10/2026
03:52 PM

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Special Population Both Active and Inactive Parcels

Page: 6/9
DB: JacksonCityMI

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3455 RPV GANSON ELM -	8-005200000 BEVERLY KATHY A 2104 E GANSON ST JACKSON, MI 49202-3716	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
LOT 13 BLK 3 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-005300000 YOXHEIMER DEVAN 2102 E GANSON ST JACKSON, MI 49202-3716	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
LOT 14 BLK 3 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-007300000 GEORGOPOULOS WILLIAM J 1104 S HIGBY ST JACKSON, MI 49203-2834	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
S 84 FT OF LOT 10 BLK 4 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-007400000 SMITH GREGORY 17961 BLUEGATE LN HUNTINGTON BEACH, CA 92647-6443	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
LOT 11 BLK 4 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-0076.0100 KLAVON KATRINA 2008 E GANSON ST JACKSON, MI 49202-3714	0.00 0.00	0.00		0.00	5,321.17 0.00	5,321.17
LOTS 12 & 13 BLK 4 NORTH EASTERN ADD COMBINED ON 01/30/2025 FROM 8-007600000, 8-007700000							
3455 RPV GANSON ELM -	8-007800000 BENN KAROLYN J ET AL 2002 E GANSON ST JACKSON, MI 49202-3714	0.00 0.00	0.00		0.00	2,660.58 0.00	2,660.58
LOT 14 BLK 4 NORTH EASTERN ADD							
3455 RPV GANSON ELM -	8-019800000 MYERS KEVIN A 1910 E GANSON ST JACKSON, MI 49202-3610	0.00 0.00	0.00		0.00	2,531.00 0.00	2,531.00
A PIECE OF LAND COM AT A PT ON N LN OF GANSON ST 82 FT W OF W LN OF GORHAM ST TH W 50 FT TH 8 RDS TH E 50 FT TH S 8 RDS TO BEG SW 1/4 NW 1/4 SEC 36 T2S R1W							

01/10/2026
03:52 PM

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Page: 7/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	8-019900000 MATA RUBI BERENICE LOPEZ ET AL 527 MCLAUGLIN AVE SPC 108 SAN JOSE, CA 95116	0.00 0.00	0.00		0.00	4,150.84 0.00	4,150.84
A PC OF LAND COM ON N LN OF GANSON ST AT IT'S INTERS WITH W LN OF GORHAM ST TH W 82 FT TH N 88 FT TH E 82 FT TH S 88 FT TO BEG SW 1/4 NW 1/4 SEC 36 T2S R1W							
3455 RPV GANSON ELM -	8-028500000 CIDERHOUSE LLC 3490 FRENCH RD CONCORD, MI 49237-9620	0.00 0.00	0.00		0.00	3,340.92 0.00	3,340.92
LOT 37 MURRAY'S ADD							
3455 RPV GANSON ELM -	8-028600000 QUARRELS MACK JR 1908 E GANSON ST JACKSON, MI 49202-3610	0.00 0.00	0.00		0.00	3,340.92 0.00	3,340.92
LOT 38 MURRAY'S ADD							
3455 RPV GANSON ELM -	8-044200000 IRENE INVESTMENTS LLC 3218 IRENE ST JACKSON, MI 49202-2618	0.00 0.00	0.00		0.00	8,418.77 0.00	8,418.77
W 53 FT OF S 92 FT OF LOT 15 BLK 5 ROSEDALE ADD							
3455 RPV GANSON ELM -	8-0443.0100 MARKEY BRETT & KAYLA 1804 E GANSON ST JACKSON, MI 49202	0.00 0.00	0.00		0.00	4,808.90 0.00	4,808.90
0444 LOT 16, THE W 4 FT OF LOT 17 AND THE E 31 FT OF THE S 92 FT OF LOT 15, BLK 5 ROSEDALE ADD SPLIT/COMBINED ON 09/20/2024 FROM 8-044300000, 8-044500000							
3455 RPV GANSON ELM -	8-044600000 HARGROVE CYNTHIA 37561 BAYWOOD DR FARMINGTON HILLS, MI 48335	0.00 0.00	0.00		0.00	2,834.72 0.00	2,834.72
LOT 17 EX W 4 FT BLK 5 ROSEDALE ADD							
3455 RPV GANSON ELM -	8-044800000 K LEIGHTON HOLDINGS LLC 5700 CREEKVIEW DR ANN ARBOR, MI 48108-8554	0.00 0.00	0.00		0.00	3,037.20 0.00	3,037.20
S 6 RDS OF LOT 18 BLK 5 ROSEDALE ADD							

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Special Assessment Roll
Roll for Year 2026
Special Population Both Active and Inactive Parcels

Page: 8/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	8-045900000 SAUCEDO MARIA 1714 E GANSON ST JACKSON, MI 49202-3628	0.00 0.00	0.00		0.00	3,340.92 0.00	3,340.92
S 5 RDS OF LOT 8 BLK 6 ROSEDALE ADD							
3455 RPV GANSON ELM -	8-046000000 PRINZING LELA/HUSTIN MICHAEL ET AL 1710 E GANSON ST JACKSON, MI 49202-3628	0.00 0.00	0.00		0.00	1,771.70 0.00	1,771.70
W 35 FT OF LOT 9 BLK 6 ROSEDALE ADD							
3455 RPV GANSON ELM -	8-046100000 MESSNER BARBARA A 1712 E GANSON ST JACKSON, MI 49202-3628	0.00 0.00	0.00		0.00	1,569.22 0.00	1,569.22
E 31 FT OF LOT 9 BLK 6 ROSEDALE ADD							
3455 RPV GANSON ELM -	8-046200000 THOMPSON BRIAN E 1708 E GANSON ST JACKSON, MI 49202-3628	0.00 0.00	0.00		0.00	2,505.69 0.00	2,505.69
LAND COM AT A PT ON N LN OF GANSON ST 27 RDS E & 2 RDS N OF W 1/4 POST OF SEC 36 TH N 210 FT TH E 3 RDS TH S 210 FT TO N LN OF GANSON ST TH W 3 RDS TO BEG SW 1/4 NW 1/4 SEC 36 T2S R1W							
3455 RPV GANSON ELM -	8-046300000 MENDOZA OSCAR 612 E ARGYLE ST JACKSON, MI 49202-2439	0.00 0.00	0.00		0.00	1,670.46 0.00	1,670.46
LAND COM AT A PT ON N LN OF GANSON ST 25 RDS E & 2 RDS N OF W 1/4 POST OF SEC 36 TH E 2 RDS TH N 8 RDS TH W 2 RDS TH S 8 RDS TO BEG SW 1/4 NW 1/4 SEC 36 T2S R1W							
3455 RPV GANSON ELM -	8-046400000 MURRAY JAMES P 1700 E GANSON ST JACKSON, MI 49202-3628	0.00 0.00	0.00		0.00	2,505.69 0.00	2,505.69
LAND COM AT A PT ON N LN OF GANSON ST 5 RDS E & 2 RDS N OF W LN OF E 1/2 OF W 1/2 OF W 1/2 OF NW 1/4 SEC 36 TH N 8 RDS TH W 3 RDS TH S 8 RDS TH E 3 RDS TO BEG SW 1/4 NW 1/4 SEC 36 T2S R1W							
3455 RPV GANSON ELM -	8-051000000 RUMFELT JUSTIN 411 N ELM ST JACKSON, MI 49202	0.00 0.00	0.00		0.00	200.00 0.00	200.00
LAND COM AT INTERS OF E LN OF ELM AVE WITH N LN OF GANSON ST TH E 3 RDS TH N 117 FT TH W 3 RDS TH S 117 FT TO POB SW 1/4 NW 1/4 SEC 36 T2S R1W							

01/10/2026
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Special Assessment Roll
Roll for Year 2026
Special Population Both Active and Inactive Parcels

Page: 9/9
DB: JacksonCityMI

Sp. District Heading	Parcel # Owner	Principal Admin Fee	Interest Penalty	Addtl Penalty Cert Fee	Total Installment	Prin Bal Payoff Int	Total Payoff
3455 RPV GANSON ELM -	8-051700000 KING MICHELE M 1604 E GANSON ST JACKSON, MI 49202-3626	0.00 0.00	0.00		0.00	2,505.69 0.00	2,505.69
LOT 1 KEENA'S ADD							
3455 RPV GANSON ELM -	8-051800000 WILLIAMS LINDA SUE 1606 E GANSON ST JACKSON, MI 49202-3626	0.00 0.00	0.00		0.00	2,505.69 0.00	2,505.69
LOT 2 KEENA'S ADD							
3455 RPV GANSON ELM -	8-051900000 FIDLER JAMES D ET AL 1608 E GANSON ST JACKSON, MI 49202-3626	0.00 0.00	0.00		0.00	2,505.69 0.00	2,505.69
LOT 3 EX N 37 FT OF E 16.5 FT & ALSO S 3 FT OF W 25 FT OF E 107.5 FT OF LOT 5 KEENA'S ADD							
3455 RPV GANSON ELM -	8-052500000 TULLOCH ROBERT F 7629 COON HILL RD MUNITH, MI 49259-9664	0.00 0.00	0.00		0.00	3,340.92 0.00	3,340.92
LOT 4 EX N 37 FT KEENA'S ADD							
3455 TOTALS: 58		0.00 0.00	0.00		0.00	246,150.40 0.00	246,150.40
UNIT 50 TOTALS: 58		0.00 0.00	0.00		0.00	246,150.40 0.00	246,150.40
Total Parcels: 58		0.00 0.00	0.00		0.00	246,150.40 0.00	246,150.40



CITY COUNCIL MEETING MINUTES

January 13, 2026

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 First Ward Councilmember Arlene Robinson.

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Police Chief Chris Simpson, Fire Chief Tim Gonzales, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

- A. Proclamation - Honoring Wanda Beavers (Mama Tu-Tu) for her lifelong service to the City of Jackson**
- B. Presentation -Rehmann, LLC, City of Jackson Audit Report for FY Ended June 30, 2025**
- C. Presentation - Bendzinski & Co., 2018 Capital Improvement Bonds Refunding**

PUBLIC HEARINGS:

A. City Housing and Community Development Needs

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

Comments were received.

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

CITIZEN COMMENTS:

Citizen comments were heard.

7:56 p.m. *John C. King, 203 3rd Street*

Time was paused and a warning was issued about personal attacks being made during his comments. After refusing to adhere to the rules, his comment time was ended 36 seconds prior to the 3 minutes allotment.

8:01 p.m.

After several minutes of refusing to leave the podium to allow for the meeting to continue, and after accosting members of the public, Mayor Mahoney asked that John King be removed from the meeting. Chief Simpson escorted John King out of chambers at 8:02 p.m..

At the conclusion of citizen comments, a motion was made by Councilmember Hunt, supported by Councilmember Gunn to take a 7 minute and 6 second break. Vote was done by voice with all in favor.

Council recessed from 8:22 -8:30 p.m.

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

CONSENT CALENDAR:

A. Minutes - Regular Meeting of the Jackson City Council on December 16, 2025

B. City of Jackson, Michigan Financial Statements for the Four Months Ended October 31, 2025

C. Amend the Obligation of American Rescue Plan Act funding to the City's Lead Service Line Replacement Program Project Area

Approve the amendment to the obligation of American Rescue Plan Act funding to the City's Lead Service Line Replacement Program, to replace service lines per the Safe Drinking Water Act's 2018 and 2024 revisions to the Lead and Copper Rule to include the entire City of Jackson.

D. Reappointment to the City Planning Commission

Approve the Mayor's recommendation to reappoint James Johnson, Jr. to the City Planning Commission for a three-year term beginning immediately and ending on December 31, 2028.

E. Resignation from the Human Relations Commission

Accept with regret, the resignation of Barbara Holt from the Human Relations Commission.

F. Reappointment to the Human Relations Commission

Approve the Mayor's recommendation to reappoint Miriam Brown Dorsey to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2028, in concurrence with the HRC recommendation.

G. Reappointment to the Jackson District Library Board of Trustees

Approve the Mayor's recommendation to reappoint Brenda Pilgrim to the Jackson District Library Board of Trustees for a four-year term, beginning immediately and ending on December 31, 2029.

H. Appointment to the Historic District Commission

Approve the Mayor's recommendation to appoint Sven Harrison to the Historic District Commission for a three-year term beginning immediately and ending on December 31, 2028.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the consent calendar. Councilmember Forgrave requested that Item G be removed for separate consideration. Vice Mayor Dancy requested that item C be removed for separate consideration. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to approve the amendment to the obligation of American Rescue Plan Act funding to the City's Lead Service Line Replacement Program to replace service lines per the Safe Drinking Water Act's 2018 and 2024 revisions to the Lead and Copper Rule to include the entire City of Jackson. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the Mayor's recommendation to reappoint Brenda Pilgrim to the Jackson District Library Board of Trustees for a four-year term, beginning immediately and ending on December 31, 2029. Councilmember Forgrave stated he would be abstaining from the vote because of his employment status with the Jackson District Library. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Hunt (6). Nays: none. Abstention: Forgrave. Motion carried.

OTHER BUSINESS:

A. Ordinance No. 2026-01

Recommendation: *Approve the second reading/final adoption of Ordinance No. 2026-01, amending the City of Jackson Code of Ordinances to update the Fire Prevention Code.*

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to approve the second reading/final adoption of Ordinance No. 2026-01, amending the City of Jackson Code of Ordinances to update the Fire Prevention Code. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. City of Jackson Purchasing Manual Revisions

Recommendation: *Approve the revisions to the City of Jackson Purchasing Manual.*

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to approve the revisions to the City of Jackson Purchasing Manual. Vote - Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

B. Resolution – Deficit Elimination Plan

Recommendation: *Approve the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2025.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the Deficit Elimination Plan Resolution for the Special Assessment Capital Project Fund Deficit as of June 30, 2025. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. Contract – 2026 As-Needed Materials Testing Services

Recommendation: *Approve the award of the 2026 As-Needed Materials Testing Services Contract to Materials Testing Consultants, Inc. of Dexter, Michigan, at a cost of \$273,435.00, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the award of the 2026 As-Needed Materials Testing Services Contract to Materials Testing Consultants, Inc. of Dexter, Michigan, at a cost of \$273,435.00, and authorize the Mayor and City Clerk to execute the appropriate documents. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

D. Contract – Hazardous Tree Removal Program (Renewal)

Recommendation: *Approve the first renewal of the Hazardous Tree Removal Program Contract with Top Notch Tree Care, LLC of Leslie, Michigan, at a cost of \$26,574.00, and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the first renewal of the Hazardous Tree Removal Program Contract with Top Notch Tree Care, LLC of Leslie, Michigan, at a cost of \$26,574.00, and authorize the Mayor and City Clerk to execute the appropriate documents. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

E. Change Order – Drinking Water State Revolving Fund Phase 1 Water Main Replacement, West Division

Recommendation: *Approve Change Order 4 to the Drinking Water State Revolving Fund Phase 1 Water Main Replacement, West Division Contract with Bailey Excavating, Inc., in the increased amount of \$14,411.12 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 Robinson to approve Change Order 4 to the Drinking Water State Revolving Fund Phase 1 Water Main Replacement, West Division Contract with Bailey Excavating, Inc., in the increased amount of \$14,411.12 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

F. Change Order – Drinking Water State Revolving Fund Phase 1 Lead Service Line Replacements

Recommendation: *Approve Change Order 1 to the Drinking Water State Revolving Fund Phase 1 Lead Service Line Replacements Contract with Five Star Energy Services, LLC in the increased amount of \$1,566,260 to fully utilize available DWSRF financing and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to approve Change Order 1 to the Drinking Water State Revolving Fund Phase 1 Lead Service Line Replacements Contract with Five Star Energy Services, LLC in the increased amount of \$1,566,260.00 to fully utilize available DWSRF financing and authorize the City Manager and City Engineer to execute the appropriate document. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Sale of City-Owned Property to Habitat for Humanity

Recommendation: *Approve the sale of City-owned property located at 322 Clinton Street, Jackson, Michigan 49201 (Parcel #2-004800000) to the Greater Jackson Habitat for Humanity 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 322 Clinton Street, Jackson, Michigan 49201 the Greater Jackson Habitat for Humanity 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.

H. Opioid/Substance Use Disorder Grant Awards

Recommendation: *Award a grant of \$275,000 to both the Home of New Vision and Welcome Home Organization to provide opioid/substance use disorder relief services for the City of Jackson, and for the City Manager and City Attorney to effectuate the grant agreement and make minor modifications if necessary.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to award a grant of \$275,000.00 to both the Home of New Vision and Welcome Home Organization to provide opioid/substance use disorder relief services for the City of Jackson, and for the City Manager and City Attorney to effectuate the grant agreement and make minor modifications if necessary. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

I. Establishment of a Special Assessment Relief Fund

Recommendation: *Approve the establishment of a Street Assessment Relief Fund and associated fund management policy to assist property owners in paying special assessments for street construction.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the establishment of a Street Assessment Relief Fund and associated fund management policy to assist property owners in paying special assessments for street construction. Vote -Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Wood, seconded by Councilmember Gunn. Mayor Mahoney adjourned the meeting at 9:27 p.m.



City of Jackson, Michigan Financial Statements

As of and For the Five Months Ended November 30, 2025

Preliminary/Unaudited

INDEX:	Page
General Fund Expenditure Summary	1
All Other Funds - Expenditure Summary	1-3
All Funds - Revenue Summary	4-5
Notes to Revenue & Expenditure Summaries	6

EXPENDITURE SUMMARY

	25-26 Original Budget	25-26 Amended Budget	Activity For 11/30/2025	YTD Balance 11/30/2025	% Bdgt Used	Variance - Favorable/ (Unfavorable)
FUND TYPE/FUND NAME						
GENERAL FUND						
101 GENERAL FUND						
101-000 CITY COUNCIL	116,763	116,763	7,699	48,339	41.40	68,424
103-000 CHARTER REVIEW COMMITTEE	2,500	2,500	-	-	-	2,500
172-000 CITY MANAGER	557,670	557,670	42,692	199,993	35.86	357,677
191-000 FINANCE	718,276	718,276	75,646	335,463	46.70	382,813
215-000 CITY CLERK	393,599	393,599	31,076	157,994	40.14	235,605
228-000 MANAGEMENT INFORMATION SYSTEMS	724,624	724,624	21,560	209,542	28.92	515,082
233-000 PURCHASING	142,769	142,769	13,082	91,166	63.86	51,603
253-000 CITY TREASURER	364,513	364,513	38,545	137,272	37.66	227,241
254-000 INCOME TAX ADMINISTRATION	254,014	254,014	28,353	110,171	43.37	143,843
257-000 CITY ASSESSOR	577,894	577,894	49,473	231,175	40.00	346,719
262-000 CITY CLERK-ELECTIONS	262,094	262,094	17,937	53,168	20.29	208,926
265-000 CITY HALL AND GROUNDS	882,990	882,990	25,762	208,395	23.60	674,595
266-000 CITY ATTORNEY	916,369	916,369	66,440	363,782	39.70	552,587
270-000 PERSONNEL	671,362	671,362	36,184	153,288	22.83	518,074
278-000 UNALLOCATED	889,433	889,433	92,679	310,369	34.90	579,064
299-000 ADMINISTRATIVE HEARINGS BUREAU	246,453	246,453	11,758	61,226	24.84	185,227
301-000 POLICE	12,847,458	12,847,458	996,476	4,666,266	36.32	8,181,192
311-225 OSHP GRANT	6,692	6,692	-	14,109	210.83	(7,417) <i>Note 2</i>
320-000 CONSORTIUM TRAINING	75,000	75,000	20,900	28,721	38.29	46,279
321-000 MCOLES TRAINING PA302	20,000	20,000	-	4,611	23.06	15,389
322-000 MCOLES TRAINING CPE	45,000	45,000	27,252	42,426	94.28	2,574
325-000 MCOLES TRAINING ACTIVE SHOOTER	-	-	1,703	8,005	-	(8,005) <i>Note 2</i>
340-000 FIRE SUPPRESSION	7,186,364	7,186,364	586,746	2,829,169	39.37	4,357,195
350-000 PUBLIC SAFETY-UNALLOCATED	1,929,262	1,929,262	166,166	838,993	43.49	1,090,269
442-000 FORESTRY	922,074	922,074	22,342	176,053	19.09	746,021
444-000 SIDEWALK CONSTRUCTION	160,334	160,334	1,072	33,920	21.16	126,414
445-000 DRAINS AT LARGE	120,117	120,117	-	6,130	5.10	113,987
450-000 STREET LIGHTING	710,185	710,185	50,813	199,153	28.04	511,032
455-000 WEED CONTROL	115,052	115,052	6,451	37,205	32.34	77,847
465-000 GROUNDS MAINTENANCE	479,196	479,196	21,132	86,688	18.09	392,508
567-000 CEMETERIES	565,819	565,819	25,090	204,090	36.07	361,729
571-000 TAX PROPERTY MAINTENANCE	193,110	193,110	4,209	138,335	71.64	54,775
572-000 CIVIC AFFAIRS	164,667	164,667	3,356	67,912	41.24	96,755
701-000 PLANNING	414,369	414,369	22,286	94,685	22.85	319,684
728-000 ECONOMIC DEVELOPMENT	175,000	175,000	9,154	61,599	35.20	113,401
752-000 PARKS, RECREATION & GROUNDS ADMIN.	381,864	381,864	34,488	190,889	49.99	190,975
758-000 LT. NIXON MEMORIAL POOL	304,200	304,200	6,704	103,318	33.96	200,882
771-000 PARKS & FACILITIES MAINTENANCE	1,190,799	1,190,799	70,259	508,606	42.71	682,193
776-000 CITY CENTER (FKA MASONIC TEMPLE)	160,020	160,020	5,133	45,916	28.69	114,104
803-000 HISTORICAL DISTRICT	13,711	13,711	1,168	5,885	42.92	7,826
806-000 DIVERSITY, EQUITY & INCLUSION	467,190	467,190	32,133	154,268	33.02	312,922
965-000 CONTRIBUTIONS TO OTHER FUNDS	1,114,222	1,824,222	-	-	-	1,824,222
101 GENERAL FUND TOTAL	37,483,028	38,193,028	2,673,919	13,218,295	34.61	24,974,733
102 BUDGET STABILIZATION FUND	50,000	50,000	-	-	-	50,000
GENERAL FUND TOTAL	37,533,028	38,243,028	2,673,919	13,218,295	34.56	25,024,733
PERMANENT FUNDS						
151 CEMETERY PERPETUAL MAINTENANCE FUND	25,000	25,000	-	-	-	25,000
155 ELLA W. SHARP PARK ENDOWMENT FUND	32,500	32,500	-	-	-	32,500
160 LLOYD E. MOUNT ENDOWMENT FUND	5,100	5,100	-	-	-	5,100
PERMANENT FUNDS TOTAL	62,600	62,600	-	-	-	62,600
SPECIAL REVENUE FUNDS						
202 MAJOR STREET FUND	22,399,852	22,399,852	767,407	7,385,458	32.97	15,014,394

	25-26 Original Budget	25-26 Amended Budget	Activity For 11/30/2025	YTD Balance 11/30/2025	% Bdgt Used	Variance - Favorable/ (Unfavorable)
203 LOCAL STREET FUND	1,813,306	1,813,306	87,416	510,609	28.16	1,302,697
208 ELLA W. SHARP PARK OPERATING FUND	1,206,031	1,206,031	76,860	587,497	48.71	618,534
213 OPIOID SETTLEMENT FUND	50,000	50,000	-	150	0.30	49,850
218 AFFORDABLE HOUSING FUND	1,840,146	1,840,146	60,422	233,147	12.67	1,606,999
234 HCDF MICH GRANT FUND	859,000	859,000	104	4,232	0.49	854,768
245 PUBLIC IMPROVEMENT FUND	2,011,884	2,011,884	10,856	157,487	7.83	1,854,397
246 CORTLAND ST REDEVELOPMENT PROJECTS FUND	293,503	293,503	3,317	9,608	3.27	283,895
249 BUILDING DEPARTMENT FUND	670,257	670,257	52,934	262,561	39.17	407,696
251 HOUSING CODE ENFORCEMENT FUND	1,571,885	1,571,885	62,971	337,571	21.48	1,234,314
252 BUILDING DEMOLITIONS FUND	3,170,210	3,470,210	4,425	497,209	14.33	2,973,001
265 DRUG LAW ENFORCEMENT FUND	36,494	36,494	1,688	6,564	17.99	29,930
272 SAFER GRANT FUND	-	-	-	-	-	-
273 PROJECT SAFE NEIGHBORHOOD FUND	126,680	126,680	12,593	42,702	33.71	83,978
275 BYRNE/JAG PROGRAMS FUND	-	-	-	25,404	-	(25,404) <i>Note 2</i>
279 AMERICAN RESCUE PLAN ACT FUND	5,000	5,000	-	-	-	5,000
280 HOUSING STABILITY FUND	595,000	595,000	-	(21,772)	(3.66)	616,772
285 BROWNFIELD ASSESSMENT GRANT FUND	30,000	30,000	-	24,456	81.52	5,544
296 RECREATION ACTIVITY FUND	528,763	528,763	16,019	245,620	46.45	283,143
297 RECREATION MILLAGE FUND	1,111,131	1,111,131	42,624	312,130	28.09	799,001
SPECIAL REVENUE FUNDS TOTAL	38,319,142	38,619,142	1,199,636	10,620,633	27.50	27,998,509
DEBT SERVICE FUNDS						
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,713	223,713	10,856	10,856	4.85	212,857
352 2017 MTF BONDS DEBT SERVICE FUND	761,341	761,341	50,670	50,670	6.66	710,671
353 2024 MTF BONDS DEBT SERVICE FUND	473,000	473,000	83,750	84,250	17.81	388,750
367 2021 CITY HALL REFUNDING DEBT SERVICE FUND	786,355	786,355	-	7,677	0.98	778,678
385 2016 CAPITAL IMP BOND DEBT SERVICE FUND	146,632	146,632	-	146,631	100.00	1
386 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,405,250	1,405,250	227,250	227,250	16.17	1,178,000
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,823,416	1,823,416	81,708	81,708	4.48	1,741,708
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	19,296	19,296	50.00	19,297
394 2001 DDA TIF DEBT SERVICE FUND	3,190,825	3,190,825	-	-	-	3,190,825
395 2019 DDA TIF REFUNDING DEBT SERVICE FUND	205,949	205,949	82,975	82,975	40.29	122,974
DEBT SERVICE FUNDS TOTAL	9,055,074	9,055,074	556,505	711,313	7.86	8,343,761
CAPITAL PROJECTS FUNDS						
401 CAPITAL PROJECTS FUND	1,700,000	1,700,000	174,118	287,818	16.93	1,412,182
402 WATER EQUIPMENT & REPLACEMENT FUND	19,641,466	20,788,326	733,987	9,063,654	43.60	11,724,672
403 LEAD SERVICE LINE REPLACEMENT FUND	1,372,110	1,372,110	63,922	189,883	13.84	1,182,227
404 DPS SANITARY SEWER MAINTENANCE FUND	462,407	462,407	9,511	156,526	33.85	305,881
405 SANITARY SEWER REPLACEMENT FUND	5,909,958	5,909,958	266,254	925,438	15.66	4,984,520
406 WASTEWATER EQUIPMENT REPLACEMENT FUND	687,653	687,653	(4,221)	152,574	22.19	535,079
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION FUND	-	-	37,770	802,681	-	(802,681) <i>Note 2</i>
409 2023 WATER SYSTEM PROJECT CONSTRUCTION FUND	7,071,428	7,071,428	437,510	1,379,583	19.51	5,691,845
410 2024 WATER SYSTEM PROJECT CONSTRUCTION FUND	2,545,763	2,545,763	92,687	1,316,979	51.73	1,228,784
426 2024 MICHIGAN TRANSPORTATION BONDS CONST FUND	1,179,518	1,179,518	-	-	-	1,179,518
488 MLK CORRIDOR IMP. AUTHORITY FUND	1,735,250	1,735,250	71,956	234,358	13.51	1,500,892
489 BROWNFIELD REDEVELOPMENT FUND	2,339,154	2,339,154	102,098	494,737	21.15	1,844,417
494 DDA PROJECT FUND	3,396,774	3,396,774	82,975	82,975	2.44	3,313,799
CAPITAL PROJECTS FUNDS TOTAL	48,041,481	49,188,341	2,068,567	15,087,206	30.67	34,101,135
ENTERPRISE FUNDS						
514 AUTO PARKING SYSTEM FUND	280,491	280,491	852	852	0.30	279,639
518 PARKING ASSESSMENT FUND	452,046	452,046	21,226	86,369	19.11	365,677
519 COOPER/FRANCIS PARKING DECKS FUND	294,502	294,502	201	965	0.33	293,537
590 SEWER FUND	12,240,694	12,240,694	733,585	4,358,592	35.61	7,882,102
591 WATER FUND	38,993,869	39,393,869	1,804,552	10,713,140	27.19	28,680,729
ENTERPRISE FUNDS TOTAL	52,261,602	52,661,602	2,560,416	15,159,918	28.79	37,501,684
INTERNAL SERVICE FUNDS						
641 PUBLIC ADMINISTRATION FUND	902,686	902,686	51,161	266,078	29.48	636,608
642 ENGINEERING ADMINISTRATION FUND	328,348	328,348	22,145	87,072	26.52	241,276

	25-26 Original Budget	25-26 Amended Budget	Activity For 11/30/2025	YTD Balance 11/30/2025	% Bdgt Used	Variance - Favorable/ (Unfavorable)
643 LOCAL SITE REMEDIATION REVOLVING FUND	20,000	20,000	-	-	-	20,000
661 MOTOR POOL & GARAGE FND	1,867,706	1,867,706	80,254	474,381	25.40	1,393,325
676 WORKERS COMPENSATION FUND	254,889	254,889	12,643	155,372	60.96	99,517
677 SELF-INSURED HEALTHCARE FUND	6,449,450	6,449,450	(28)	1,358,167	21.06	5,091,283
INTERNAL SERVICE FUNDS TOTAL	9,823,079	9,823,079	166,175	2,341,070	23.83	7,482,009
CUSTODIAL FUND						
703 COUNTY & SCHOOL TAX FUND	34,150,000	34,150,000	-	-	-	34,150,000
PENSION TRUST FUNDS						
731 EMPLOYEES RETIREMENT FUND	4,300,000	4,300,000	475,795	2,095,856	48.74	2,204,144
732 POLICE & FIRE PENSION FUND	421,000	421,000	34,085	171,183	40.66	249,817
734 POLICE & FIRE ACT 345 PENSION FUND	6,210,000	6,210,000	534,027	2,552,932	41.11	3,657,068
736 PUBLIC EMPLOYEE HEALTHCARE FUND	33,000	33,000	-	3,415	10.35	29,585
PENSION TRUST FUNDS TOTAL	10,964,000	10,964,000	1,043,907	4,823,386	43.99	6,140,614
SPECIAL ASSESSMENTS FUNDS						
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE FUND	161,788	161,788	-	155,953	96.39	5,835
895 SPECIAL ASSESSMENT FUND	270,588	270,588	-	155,953	57.63	114,635
SPECIAL ASSESSMENTS FUNDS TOTAL	432,376.00	432,376.00	-	311,906.00	72.14	120,470.00
ALL FUNDS TOTAL EXPENDITURES	240,642,382	243,199,242	10,269,125	62,273,727	25.61	180,925,515

REVENUE SUMMARY

	25-26 Original Budget	25-26 Amended Budget	Activity For 11/30/2025	YTD Balance 11/30/2025	% Bdgt Used
FUND TYPE/FUND NAME					
101 GENERAL FUND					
PROPERTY TAXES	11,853,075	11,853,075	434,690	11,304,692	95.37
INCOME TAXES	11,100,000	11,100,000	332,053	5,691,508	51.27
STATE REVENUE SHARING	5,953,956	5,953,956	0	28,511	0.48
FEDERAL GRANTS	207,860	207,860	32,881	36,037	17.34
STATE GRANTS	191,000	191,000	0	93,943	49.18
FINES AND FORFEITS	384,920	384,920	21,924	74,096	19.25
INVESTMENT INCOME	660,000	660,000	6,808	195,638	29.64
CONTRIBUTIONS FROM OTHER FUNDS	533,327	533,327	0	6,115	1.15
CHARGES FOR GOODS AND SERVICES	1,447,377	1,447,377	14,037	189,582	13.10
LICENSES AND PERMITS	342,015	342,015	57,005	102,146	29.87
MISCELLANEOUS	283,192	283,192	15,491	166,681	58.86
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	21	246	1.97
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,000	30,000	8,800	27,022	90.07
GENERAL FUND TOTAL	32,999,222	32,999,222	923,710	17,916,217	54.29
CONSOLIDATED WITH GENERAL FUND					
102 BUDGET STABILIZATION	50,000	50,000	-	15,618	31.24
ALL OTHER FUNDS					
PERMANENT FUNDS					
151 CEMETERY PERPETUAL MAINTENANCE	45,000	45,000	851	8,149	18.11
155 ELLA W. SHARP ENDOWMENT FUND	32,500	32,500	-	-	-
160 LLOYD E. MOUNT ENDOWMENT	5,100	5,100	-	-	-
PERMANENT FUNDS TOTAL	82,600	82,600	851	8,149	9.87
SPECIAL REVENUE FUNDS					
202 MAJOR STREET	21,413,990	21,413,990	262,595	6,298,061	29.41
203 LOCAL STREET	1,224,732	1,224,732	77,196	408,794	33.38
208 ELLA W. SHARP PARK OPERATING	1,205,450	1,205,450	15,118	432,846	35.91
213 OPIOID SETTLEMENT FUND	-	-	-	68,750	-
218 AFFORDABLE HOUSING FUND	1,840,146	1,840,146	170,166	186,220	10.12
234 HCDF MICH GRANT	859,000	859,000	-	(7,546)	(0.88)
245 PUBLIC IMPROVEMENT	1,548,167	1,548,167	56,057	1,449,692	93.64
246 CORTLAND ST REDEVELOPMENT PROJECTS FUND	2,500	2,500	1,167	3,918	156.72
249 BUILDING DEPARTMENT	538,500	538,500	45,288	271,691	50.45
251 HOUSING CODE ENFORCEMENT	1,231,000	1,231,000	34,804	357,619	29.05
252 BUILDING DEMOLITIONS	3,172,500	3,472,500	6	1,466	0.04
265 DRUG LAW ENFORCEMENT	50,000	50,000	-	13,623	27.25
273 PROJECT SAFE NEIGHBORHOOD	126,680	126,680	10,691	38,733	30.58
275 BYRNE/JAG PROGRAMS	-	-	-	25,404	-
279 AMERICAN RESCUE PLAN ACT	5,000	5,000	-	-	-
280 HOUSING STABILITY	595,000	595,000	-	(73,056)	(12.28)
285 BROWNFIELD ASSESSMENT GRANT	30,000	30,000	-	24,456	81.52
296 RECREATION ACTIVITY	521,500	521,500	17,793	127,544	24.46
297 RECREATION MILLAGE	1,220,000	1,220,000	-	3,586	0.29
SPECIAL REVENUE FUNDS TOTAL	35,584,165	35,884,165	690,881	9,631,801	26.84
DEBT SERVICE FUNDS					
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,713	223,713	10,856	10,856	4.85
352 2017 MTF BONDS D/S FUND	761,341	761,341	50,670	50,670	6.66
353 2024 MTF BONDS D/S FUND	473,000	473,000	83,750	84,250	17.81
367 2021 CITY HALL REFUNDING DEBT SERV FUND	588,000	588,000	20,162	528,955	89.96
385 2016 CAPITAL IMP BOND DEBT SERVICE FUND	146,632	146,632	-	146,631	100.00
386 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,405,250	1,405,250	-	-	-
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,823,416	1,823,416	81,708	81,708	4.48
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	19,296	19,296	50.00
394 2001 DDA TIF DEBT SERVICE	3,190,825	3,190,825	-	-	-
395 2019 DDA TIF REFUNDING DEBT SERVICE	205,949	205,949	82,975	82,975	40.29
DEBT SERVICE FUNDS TOTAL	8,856,719	8,856,719	349,417	1,005,341	11.35
CAPITAL PROJECT FUNDS					
401 CAPITAL PROJECTS	1,679,020	1,679,020	-	2,573	0.15
402 WATER EQUIPMENT & REPLACEMENT	15,162,458	15,972,458	1,841,067	6,831,364	42.77
403 LEAD SERVICE LINE REPLACEMENT	2,603,111	2,603,111	153,609	808,593	31.06

	25-26 Original Budget	25-26 Amended Budget	Activity For 11/30/2025	YTD Balance 11/30/2025	% Bdgt Used
404 DPS SANITARY SEWER MAINTENANCE	462,407	462,407	9,511	156,531	33.85
405 SANITARY SEWER REPLACEMENT	3,844,715	3,844,715	310,742	1,597,864	41.56
406 WASTEWATER EQUIPMENT REPLACEMENT	473,392	473,392	28,652	168,475	35.59
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION	-	-	-	787,755	-
409 2023 WATER SYSTEM PROJECT CONSTRUCTION	7,071,428	7,071,428	-	409,479	5.79
410 2024 WATER SYSTEM PROJECT CONSTRUCTION	2,545,763	2,545,763	-	841,130	33.04
426 2024 MICHIGAN TRANSPORT BONDS CONST FUND	25,000	25,000	-	20,006	80.02
488 MLK CORRIDOR IMP. AUTHORITY FUND	1,735,250	1,735,250	112,395	112,395	6.48
489 BROWNFIELD REDEVELOPMENT	1,783,770	1,783,770	-	60,871	3.41
494 DDA PROJECT	2,225,100	2,225,100	-	190,990	8.58
CAPITAL PROJECT FUNDS TOTAL	39,611,414	40,421,414	2,455,976	11,988,026	29.66
ENTERPRISE FUNDS					
514 AUTO PARKING SYSTEM	134,800	134,800	-	2,159	1.60
518 PARKING ASSESSMENT	515,825	515,825	69,806	364,826	70.73
519 COOPER/FRANCIS PARKING DECKS	15,000	15,000	463	8,274	55.16
590 SEWER	9,219,873	9,219,873	727,693	3,577,039	38.80
591 WATER	30,812,898	30,812,898	1,146,355	9,731,887	31.58
ENTERPRISE FUNDS TOTAL	40,698,396	40,698,396	1,944,317	13,684,185	33.62
INTERNAL SERVICE FUNDS					
641 PUBLIC WORKS ADMINISTRATION	819,086	819,086	84,282	454,440	55.48
642 ENGINEERING ADMINISTRATION	449,943	449,943	21,737	132,306	29.41
643 LOCAL SITE REMEDIATION REVOLVING	82,700	82,700	-	2,560	3.10
661 MOTOR POOL & GARAGE	1,632,771	1,632,771	172,498	1,013,521	62.07
676 WORKERS COMPENSATION	180,000	180,000	14,422	86,357	47.98
677 SELF-INSURED HEALTHCARE	7,120,000	7,120,000	564,303	2,956,582	41.53
INTERNAL SERVICE FUNDS TOTAL	10,284,500	10,284,500	857,242	4,645,766	45.17
CUSTODIAL FUNDS					
703 COUNTY & SCHOOL TAX	34,150,000	34,150,000	758	876	-
PENSION TRUST FUNDS					
731 EMPLOYEES RETIREMENT SYSTEM	6,848,411	6,848,411	376,840	2,989,886	43.66
732 POLICE & FIRE PENSION	139,437	139,437	21,665	223,599	160.36
734 POLICE & FIRE ACT 345	11,024,140	11,024,140	865,180	7,591,800	68.87
736 PUBLIC EMPLOYEE HEALTH CARE	222,500	222,500	-	383,817	172.50
PENSION TRUST FUNDS TOTAL	18,234,488	18,234,488	1,263,685	11,189,102	61.36
SPECIAL ASSESSMENT FUNDS					
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	161,788	161,788	-	155,953	96.39
895 SPECIAL ASSESSMENT	851,136	851,136	-	8,820	1.04
SPECIAL ASSESSMENT FUNDS TOTAL	1,012,924	1,012,924	-	164,773	16.27
ALL FUNDS TOTAL REVENUE	221,564,428	222,674,428	8,486,837	70,249,854	31.55

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: January 27, 2026

SUBJECT: Appointment to Martin Luther King Corridor Improvement Authority

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Cathy Moore to the Martin Luther King Corridor Improvement Authority for a term of 4 years, beginning immediately and expiring on 12/31/29.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the chief executive officer of the City or his or her designee, and nine (9) additional members. Members shall be appointed by the chief executive officer of the City, subject to approval by the City Council. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than one (1) of the members shall be a resident of the Development Area, or an area within ½ mile of any part of the Development Area. Members shall be appointed to serve for a term of four (4) years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of one (1) year, two (2) years, three (3) years, and four (4) years. A member shall hold office until the member's successor is appointed. An appointment to fill a vacancy shall be made by the chief executive officer of the City for the unexpired term only.

It is my desire, therefore, to appoint Cathy Moore to the Martin Luther King Corridor Improvement Authority for a term of four years, beginning immediately and ending on 12/31/29.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
To: [Lisa Moutinho](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Thursday, January 15, 2026 1:42:59 PM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Cathy
Last Name	Moore
Address	1513 S Martin Luther King Jr. Dr.
City	Jackson
State	Michigan
Zip	49203
Phone Number	3107224455
Email	cat53more@yahoo.com
Last four digits of Social Security Number	
Occupation	Retired
Describe your community involvement.	My community involvement is as follows: AARP volunteer providing the community helpful information to hopefully improve or give ideas as to where to receive help. JDART (Jackson Disaster Assistance Response Team) help first responders/fire fighters if needed providing substance to nourish them when out on emergency calls. Michigan Theatre of Jackson assist with the volunteer team as well as a board member. Parks and Recreation Commission attend quarterly meeting giving support to the ideals of the committee for the city. MLKCIA Grant Committee helping to distribute funds to new and old businesses in the corridor. Assist in the Southside Reunion Committee.

Are you a City of Jackson resident? Being a non-resident does not prevent you from

Yes

serving on a board or commission.
However, some boards and commissions
have residency requirements.

If you answered "No" where do you
reside?

Field not completed.

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

26 yrs now an additional 20 yrs

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

Downtown Development Authority Board,
Jackson Housing Commission, MLK
Corridor Improvement Authority

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

Yes

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

I believe that I can help with current and
impending projects looking through the
eyes of a concerned resident of this city.
After watching all of the good that has
come forth and the learning process that
have developed, I can further assist with
the growth of each committee.

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

Cathy Moore

Date of Submission

01/15/2026

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

City of Jackson Housing Report

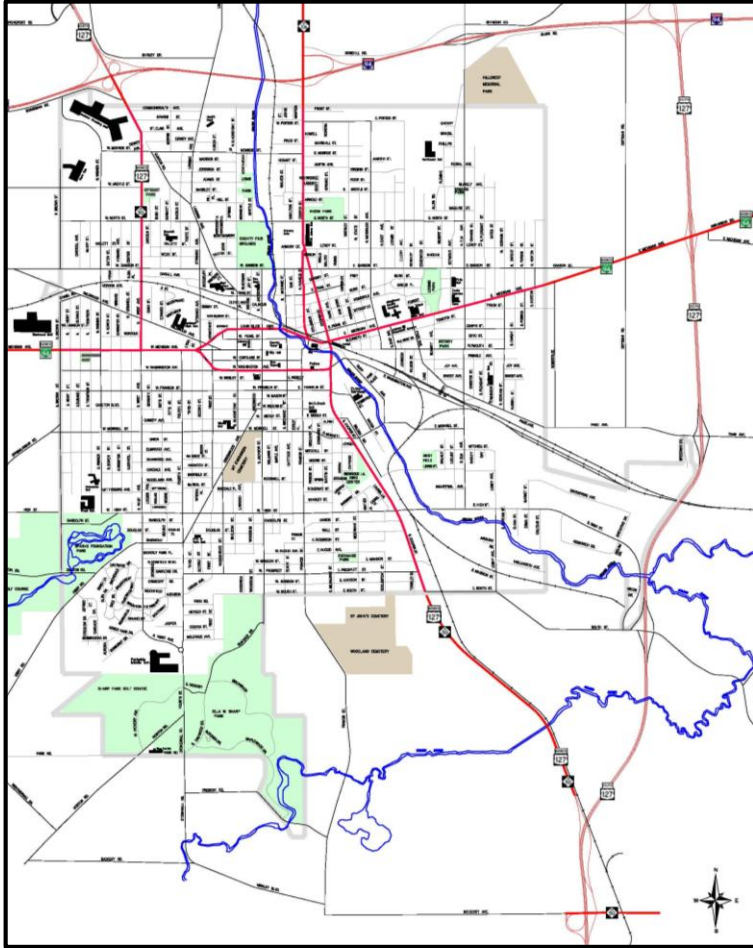


January 27, 2026

Shane LaPorte, Community Development Director
Cory Mays, Grant Coordinator



2026 & Beyond



- Single-family construction
- Health District completion
- The Griswold parcel & the Flatiron District
- Brownfield projects
- LIHTC & other large projects
- Right of first refusal acquisitions

Upcoming Single-Family Projects

AgriCon (Tony Bassett)

- Tomlinson, Lansing Ave., Cooper
- Single-family
- Market-rate, for sale

Lily Baptist

- Single-family
- Affordable, for sale / rent
- Norfolk Homes (builder)

Habitat For Humanity

- 322 Clinton + 5 others
- Single-family
- 80% AMI or under, for sale
- HOME funds (HUD)



VMG Construction

- Page Avenue Corridor
- Single-family and duplexes
- Market-rate, for sale / rent

The Health District—Final Chapter

- Additional single-family construction (VMG)
- Additional 100 Homes construction (Norfolk)
- Nearly ALL vacant lots will be developed
- Streetlight project, Spring 2026 (phases 1 & 2, phases 3 & 4 coming soon)



The Griswold Parcel (Flatiron District)

- 19 “new” lots with full City services
- Numerous lots already selected
- Single-family homes
- Affordable (120% AMI and under, PILOT)
AND market-rate properties

Additional projects to be undertaken by the Welcome Home Organization (WHO): single-family transitional housing for at-risk populations using HOME-ARP funds



LIHTC & Other Projects

The Pearl

- 48 units, 30-70% AMI
- 55 years of age +
- LIHTC & PILOT funds
- NE corner of E. Michigan & Cooper
- Numerous on-site amenities
- Commonwealth Development Corp.

The Crescent

- 53 units + 5 commercial spaces
- 120% AMI and under
- PILOT and Brownfield funds
- SW corner of MLK & Mason
- Goldencrest Development



Brownfield Projects

Stetler Dry Cleaners (former site)

- Cooper Street (just North of Nixon Pool)
- 9 total parcels
- Former drycleaner & residential
- Planned 9 single-family homes, VMG

Ghuman Tire (former site)

- Greenwood Avenue (just South of Morrell)
- 7 total parcels
- Former auto repair shop & residential
- Planned 6 single-family homes, Allen Edwin



Strategic Land Acquisition

- Right of first refusal
- Land donation
- Demolishing blighted properties to prepare for future development
- Redevelopment:
 - Provides housing
 - Builds back our neighborhoods
 - Increases the tax base



Recent Accomplishments

- 100 Homes Program
- Rehabilitation programs (5)
- Allen Edwin new construction
- VMG new construction
- LIHTC projects
- “MICH” Visitable Homes Program (MSHDA)
- Miscellaneous single-family construction



100 Homes Program

ARPA-funded, 120% AMI or under

■ Applications received (to date)	1,885
■ Fully approved applicants	81
■ Actual buyers	50
■ Homes sold	32
■ Spec homes	5*
■ Homes under/pending construction	18



Getting 100 Homes to the Finish Line

- MDOC partnership
- Henry Ford Jackson Hospital partnership
- Community-based partnerships
- AARP special feature
- Advertising (internal & external)
- Additional layered DPA
- Norfolk spec homes



Rehabilitation Programs



Various funding sources, 80% AMI or less

- City rehab. programs
 - Homeowner Rehabilitation Assistance (CDBG)
 - Expanded Rehabilitation--owned & rentals (ARPA)
 - MI-Hope Energy Efficiency (MSHDA)
- Projects funded 36*
- Total project dollars expended \$687,218.19*
- *Curb Appeal (General Fund)*

Additional New Construction

Allen Edwin Homes

- Option on 136 lots, City-wide
- 120% AMI or under, rentals
- 14 completed (West, Ganson, E. Mason, Health District)
- 6-8 planned per quarter

VMG Construction

- Market-rate, rentals and for-sale
- 6 single-family & 3 duplexes completed (Health District)
- 3 in-progress, 9 + 5 planned



MSHDA-Funded Projects

The Greenwood

- 51 units, 120% AMI or under
- Opened fall 2025
- LIHTC and Brownfield funds

The Blackstone

- 52 units, 120% AMI or under
- Opened fall 2025
- LIHTC funds

“MICH” Grant Homes

- 4 new homes, 60% AMI or under
- Designed for families with a disability (visitable)
- February/March occupancy





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: Resolution - 2026 Capital Improvement Bonds Notice of Intent

Recommendation:

Adoption of Notice of Intent Resolution - 2026 Capital Improvement Bonds (Limited Tax General Obligation)

Attached is a memo from Heather Ehnis regarding the above Resolution. The Resolution authorizes the publication of a Notice of Intent relating to a proposed bond issue for 2026 Capital Improvement Bonds, which should occur prior to the City's fiscal year end of June 30th.

The City's Bond Counsel, Patrick McGow, has prepared the Resolution. That, as well as his cover letter, is attached.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: January 27, 2026

RECOMMENDATION: Adoption of Notice of Intent Resolution - 2026 Capital Improvement Bonds (Limited Tax General Obligation)

ISSUE STATEMENT

City Council is requested to adopt the attached Notice of Intent Resolution, prepared by the City's bond counsel, Patrick McGow, to authorize the publication of the City's intent to issue 2026 Capital Improvement Bonds (Limited Tax General Obligation) in a not-to-exceed amount of \$20 million. Bond proceeds will fund critical infrastructure improvements to:

- (a) The City's Water System, including distribution system upgrades, water main and service line replacements, and system improvements; and
- (b) The City's Sewer System, including wastewater treatment plant improvements, together with all necessary related site improvements, appurtenances, and attachments.

This resolution formally declares the City's intent to issue bonds and initiates the public hearing process required by state law.

DESCRIBE THE CONSEQUENCES

Failure to adopt this resolution will delay or prevent the City from advancing critical water and sewer infrastructure projects necessary to maintain reliable and safe utility services. Many components of the City's distribution system and service lines are aging and increasingly prone to failure. Without timely investment in infrastructure, the risk of water leaks, service interruptions, and unplanned emergency repairs will continue to grow, placing additional strain on staff resources and disrupting service to residents and businesses.

Additionally, postponing improvements at the wastewater treatment plant could negatively impact system efficiency, regulatory compliance, and environmental protection efforts. Deferred maintenance and upgrades often result in higher long-term costs as small issues escalate into major repairs or replacements. Failure to move forward at this time also limits the City's ability

to strategically plan and phase projects, reducing opportunities to coordinate construction, minimize community disruption, and manage costs more effectively.

OWNERSHIP

The Engineering and Public Works Department assumes responsibility for project planning, prioritization, and execution. The City's Finance Department will oversee bond issuance and compliance, while Council retains governance and policy oversight. This approach ensures accountability, transparency, and responsible stewardship of public funds.

SOLUTION

Adoption of the Notice of Intent Resolution will allow the City to secure up to \$20 million in long-term financing at current market interest rates, enabling strategic investment in critical water and sewer infrastructure. This funding will support the proactive replacement of aging and failing system components before catastrophic failures occur, improving overall system reliability, operational efficiency, and regulatory compliance.

Bond financing also promotes fiscal responsibility by spreading project costs equitably over the useful life of the infrastructure. This approach ensures that both current and future users fairly share in the investment while supporting public health, environmental protection, and the City's long-term economic stability.

Upon adoption of the Notice of Intent Resolution, staff will publish the required public notice. Engineering and Public Works will finalize project scopes, priorities, and timelines, while Finance and Fiscal Services coordinates with bond counsel and financial advisors to prepare the necessary bond issuance documents. City Council will consider the final resolution to authorize the issuance of the bonds at a future meeting.

FACILITATE IMPLEMENTATION

Approve the Notice of Intent Resolution for the 2026 Capital Improvement Bonds (Limited Tax General Obligation) in an amount not to exceed \$20 million to support critical water and sewer system improvements.

ATTACHMENTS

1. Letter Heather Ehnis with Notice of Intent Resolution(45419682.1)
2. Notice of Intent Resolution - Capital Improvement Bonds(45418534.1)

Founded in 1852
by Sidney Davy Miller



PATRICK F. MCGOW
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MICHIGAN
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POLAND
UKRAINE
QATAR

January 13, 2026

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

Re: City of Jackson Capital Improvement Bonds
Notice of Intent Resolution for Water System and Sewer System Improvements

Dear Heather:

As we discussed, I have enclosed a Notice of Intent Resolution for consideration for approval by the City Council at its meeting on January 27th. This Resolution authorizes the publication of a Notice of Intent relating to a proposed bond issue to be issued for the purpose of paying the cost of acquiring, constructing, furnishing and equipping improvements to (a) the City's Water System, including distribution system, water main and service line replacements and improvements; and (b) the City's Sewer System, including wastewater treatment plant improvements, together with all necessary related site improvements, appurtenances and attachments (together, the "Project").

The enclosed Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$20,000,000 to pay part of the cost of the Project. The Notice of Intent Resolution authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Citizen Patriot* indicating the City's intent to issue Bonds for the Projects in an amount not to exceed \$20,000,000. The amount in the Resolution is derived from the current estimated costs of the Project with an additional buffer for contingency and issuance costs.

The Resolution does not obligate the City to issue Bonds up to the full amount. The City can downsize the Bond issue prior to the sale of the Bonds once the construction and acquisition costs of the Project have been determined.

The proceeds of the Bonds may be used to pay for the acquisition and construction of the Project as well as reimburse the City for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds. The Notice provides that the City will pledge its limited tax full faith and credit as security for the Bonds, although the City expects to use funds of the Water System and Sewer System to pay the Bonds.

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

Ms. Heather Ehnis

-2-

January 13, 2026

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 4 of the Resolution contains language required by the Internal Revenue Code which authorizes the City to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds in the event the City incurs hard construction costs before the Bonds are actually issued. The reimbursement language would allow the City to reimburse itself for any hard costs incurred not more than 60 days before the date of adoption of the Resolution.

If the Notice of Intent Resolution is approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in early March. After the referendum period expires, in order to issue and sell the Bonds, the City Council would need to adopt a resolution to authorize the issuance of the Bonds and that resolution would determine the amount of the Bond issue to be financed.

We would appreciate receiving a certified copy of the Resolution upon its adoption as well as an Affidavit of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

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

Very truly yours,

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

By: 
Patrick F. McGow

Enclosure

Cc: Chandra Willinger
Andy Campbell
Emily Barr

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF JACKSON
County of Jackson, State of Michigan

Minutes of a regular meeting of the City Council of the City of Jackson, County of Jackson, State of Michigan, held on January 27, 2026, at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, the City of Jackson, County of Jackson, State of Michigan (the "City") intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed Twenty Million Dollars (\$20,000,000) (the "Bonds"), for the purpose of paying the cost of acquiring, constructing, furnishing and equipping improvements to (a) the City's Water System, including distribution system, water main and service line replacements and improvements; and (b) the City's Sewer System, including wastewater treatment plant improvements, together with all necessary related site improvements, appurtenances and attachments (together, the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of Intent Authorized. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Citizen Patriot*, a newspaper of general circulation in the City.

2. Form of Notice of Intent. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. Approval of Notice of Intent and Publication. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum

relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. Reimbursement Declaration. The City may incur expenditures for the Project prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from the Water System Fund or Sewer Fund, to be reimbursed from proceeds of the Bonds when available. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from the Water Fund or Sewer Fund of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$20,000,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel to the City in connection with the issuance of the Bonds.

6. Municipal Advisor. Bendzinski & Co., Municipal Finance Advisors, is hereby approved as municipal advisor to the City in connection with the issuance of the Bonds.

7. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Andrea Muray
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Jackson, County of Jackson, State of Michigan, at a regular meeting held on January 27, 2026, and that public notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by the Act.

Andrea Muray
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF JACKSON OF INTENT TO ISSUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Jackson, County of Jackson, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Twenty Million Dollars (\$20,000,000), for the purpose of paying the cost of acquiring, constructing, furnishing and equipping improvements to (a) the City's Water System, including distribution system, water main and service line replacements and improvements; and (b) the City's Sewer System, including wastewater treatment plant improvements, together with all necessary related site improvements, appurtenances and attachments.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE PAYABLE from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations. The City intends to pay debt service on the Bonds from revenues of the City's Water System and Sewer System.

BOND DETAILS

THE BONDS will be payable in annual installments not to exceed twenty-five (25) in number for each issue and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Andrea Muray
City Clerk, City of Jackson

45418534.1/043520.00079



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: Resolution -- 2026 Refunding Bonds Issuance

Recommendation:

Approval of the Resolution Authorizing Issuance of 2026 Refunding Bonds (Limited Tax General Obligation)

Attached is a memo from Heather Ehnis, Finance Director, regarding the refunding of the 2018 Capital Improvement Bonds. The refunding has the potential to realize significant savings in the current bond market.

The City's bond counsel, Patrick McGow, prepared the Resolution. That, as well as his cover letter, is attached.

I recommend approval of this Resolution. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Heather Ehnis, Chief Financial Officer
DATE: January 27, 2026

RECOMMENDATION: Approval of the Resolution Authorizing Issuance of 2026 Refunding Bonds (Limited Tax General Obligation)

ISSUE STATEMENT

In 2018, the City of Jackson issued Capital Improvement Bonds to finance various infrastructure and capital projects. Market conditions have since improved, creating an opportunity to refund the outstanding bonds at a lower interest rate. Refunding the 2018 Capital Improvement Bonds will allow the City to reduce overall debt service costs and better align debt obligations with current financial conditions.

The proposed refunding does not increase the City's outstanding debt and is expected to generate net present value savings over the remaining life of the bonds. The refunding will be structured in compliance with applicable state and federal regulations and consistent with the City's debt management policies.

DESCRIBE THE CONSEQUENCES

The refunding is expected to result in net debt service savings of approximately \$500,000 over the remaining term of the bonds. There is no anticipated negative fiscal impact, and no new taxes or additional debt will be incurred as part of this action.

OWNERSHIP

The Finance Department is responsible for the administration and oversight of the City of Jackson's outstanding debt, including the 2018 Capital Improvement Bonds. The Department will manage all aspects of the proposed bond refunding, including coordination with the City's financial advisor, bond counsel, and paying agent; ensuring compliance with applicable state and federal requirements; and overseeing the issuance, accounting, and ongoing debt service payments associated with the refunded bonds.

SOLUTION

The 2018 Capital Improvement Bonds may be called for redemption on any date on or after June 1, 2026. The City has the ability to achieve significant interest savings by issuing new bonds to take advantage of lower interest rates in today's bond market. The Refunding bonds will continue to be secured by the City's pledge of its limited tax full faith and credit. A variety of funding sources may be used to pay for the debt service on the bonds, including water system and revenue system revenues.

FACILITATE IMPLEMENTATION

I recommend approval of the Resolution Authorizing Issuance of 2026 Refunding Bonds (Limited Tax General Obligation).

ATTACHMENTS

1. Letter Heather Ehnis with Bond Resolution(45435461.1)
2. Bond Authorizing Resolution - City of Jackson 2026 Refunding Bonds (Limited Tax General Obligation)(45424327.2)

Founded in 1852
by Sidney Davy Miller



PATRICK F. MCGOW
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www.millercanfield.com

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January 13, 2026

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

Re: City of Jackson 2026 Refunding Bonds (Limited Tax General Obligation)

Dear Heather:

As requested, I have enclosed a Resolution Authorizing Issuance of 2026 Refunding Bonds (Limited Tax General Obligation) (the "Resolution") for consideration for approval by the City Council at its meeting on January 27th.

The Resolution authorizes the issuance of refunding bonds to refinance the City's 2018 Capital Improvement Bonds (the "Prior Bonds"), which were originally issued for the purpose of paying part of the cost of: (i) acquiring, constructing, furnishing and equipping improvements to (a) the City's water supply system, including but not limited to the water distribution and transmission system, water plant, wells, and pumping stations and (b) the City's wastewater system, including but not limited to, interceptors, lift stations, sewers and treatment plant, together with all necessary related site improvements, appurtenances and attachments; (ii) acquiring and constructing certain parking lot and road improvements in the City; (iii) improving City Hall elevators; (iv) acquiring certain fire apparatus.

The Prior Bonds may be called for redemption on any date on or after June 1, 2026 and the City has the ability to achieve interest cost savings by issuing new bonds to take advantage of lower interest rates in today's bond market. As was the case with the Prior Bonds, the Bonds will be secured by the City's pledge of its limited tax full faith and credit and the City may use a variety of sources of funds, including Water System and Sewer System revenues to pay the debt service on the Bonds.

The Resolution is based upon the bond specifications prepared by Bendzinski & Co., the City's financial advisors. The Resolution sets forth the terms of the Bonds, the form of Bonds, and provides for a negotiated sale of the Bonds to an Underwriter to be selected. The Resolution authorizes the City Manager and Finance Director to select the Underwriter, finalize the terms of the Bonds upon sale and sign a Bond Purchase Agreement and Sale Order.

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

Ms. Heather Ehnis

-2-

January 13, 2026

There are some blanks in the Resolution in the form of the Bond that do not need to be completed at or prior to adoption but will instead be completed in the final Bond form once the final terms been determined. The enclosed Resolution is the only approval from the City Council needed for this issue.

We would appreciate receiving a certified copy of the Resolution after adoption by the City Council.

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

Very truly yours,

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



By: _____

Patrick F. McGow

Enclosure

Cc: Chandra Willinger
Andy Campbell
Emily Barr

**RESOLUTION AUTHORIZING ISSUANCE OF
2026 REFUNDING BONDS
(LIMITED TAX GENERAL OBLIGATION)**

CITY OF JACKSON
County of Jackson, State of Michigan

Minutes of a regular meeting of the City Council of the City of Jackson, County of Jackson, State of Michigan, held on January 27, 2026, at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, the City of Jackson, County of Jackson, State of Michigan (the "City"), has previously issued its 2018 Capital Improvement Bonds (the "Prior Bonds"), for the purpose of paying part of the cost of: (i) acquiring, constructing, furnishing and equipping improvements to (a) the City's water supply system, including but not limited to the water distribution and transmission system, water plant, wells, and pumping stations; and (b) the City's wastewater system, including but not limited to, interceptors, lift stations, sewers and treatment plant, together with all necessary related site improvements, appurtenances and attachments; (ii) acquiring and constructing certain parking lot and road improvements in the City; (iii) improving City Hall elevators; (iv) acquiring certain fire apparatus; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the City to refund or advance refund all or any part of its outstanding securities, including the Prior Bonds; and

WHEREAS, the City has been advised that it may be able to accomplish a net savings of debt service costs by refunding all or a portion of the outstanding Prior Bonds (the portion of the Prior Bonds to be refunded are hereinafter referred to as the "Prior Bonds To Be Refunded") through the issuance of refunding bonds by the City; and

WHEREAS, the City desires to issue refunding bonds pursuant to the provisions of Act 34, in an aggregate principal amount of not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) for the purpose of paying all or part of the cost of refunding the Prior Bonds in order to achieve interest cost savings for the benefit of the City and its taxpayers; and

WHEREAS, the City desires to negotiate the sale of the Bonds to an underwriter (the "Underwriter") within the parameters established by this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2026 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) for the purpose of paying the costs of refunding all or part of the Prior Bonds to Be Refunded, including the costs incidental to the issuance, sale and delivery of the Bonds.

The Bonds shall consist of bonds registered as to principal and interest of the denomination of \$5,000 or multiples of \$5,000 not exceeding for each maturity the aggregate principal amount of such maturity, dated as the date of delivery, or such other date as determined by the City Manager or Director of Finance (each, an "Authorized Officer"), and mature or be subject to mandatory redemption on June 1st in the years 2026 to 2033, inclusive, or such other dates and/or years as shall be determined at the time of sale and in the amounts as determined by an Authorized Officer. The Bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, payable semi-annually on June 1 and December 1, first payable on December 1, 2026, or such other date as determined by an Authorized Officer at the time of sale, provided that the interest rate per annum on the Bonds shall not exceed six percent (6.0%) per annum. The Bonds may be issued as serial or term bonds or both and may be subject to redemption prior to maturity as determined at the time of sale.

The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at the designated corporate trust office of a Michigan bank or trust company selected by an Authorized Officer at the time of sale to act as registrar and transfer agent for the Bonds (the "Transfer Agent").

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at the designated office of a bank or trust company to be selected by the City prior to the publication of the notice of sale for the Bonds as the transfer agent for the Bonds (the "Transfer Agent").

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Treasurer upon payment of the purchase price for the Bonds

in accordance with the bid therefor when accepted.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York (“DTC”), and each Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in such fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2026 REFUNDING BONDS DEBT RETIREMENT FUND (the “Debt Retirement Fund”), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of

and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Bond Proceeds; Bond Issuance Fund; Escrow Fund; Escrow Agreement. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds to Be Refunded as provided in this paragraph. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2026 REFUNDING BOND ISSUANCE FUND (the “Bond Issuance Fund”), which may be established by the City or by the Escrow Agent (hereinafter defined). Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds, together with other available funds of the City, if any, shall be deposited with the paying agent for the Prior Bonds or deposited in an escrow fund (the “Escrow Fund”) consisting of cash and investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the “Escrow Securities”) and used to pay the principal of and interest on all or a portion of the Prior Bonds to Be Refunded as determined by an Authorized Officer at the time of sale. The Escrow Fund shall be held in trust by a bank or trust company eligible to act as escrow agent (the “Escrow Agent”), pursuant to an escrow agreement (the “Escrow Agreement”) which shall irrevocably direct the transfer agent for the Prior Bonds to Be Refunded to take all necessary steps to pay the principal of, interest and redemption premium, if any, on the Prior Bonds to Be Refunded when due, and to call the Prior Bonds to Be Refunded for redemption on the first date such Prior Bonds to Be Refunded may be called for redemption. The Authorized Officers are each individually authorized and directed to appoint an Escrow Agent and execute the Escrow Agreement on behalf of the City. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Prior Bonds to Be Refunded when due at maturity or call for redemption as required by this section. The Authorized Officers are each individually authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform to the final terms of the Bonds established by the Sale Order:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF JACKSON

CITY OF JACKSON

**2026 REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	June 1, _____	_____, 2026	

Registered Owner:

Principal Amount: _____ Dollars

The City of Jackson, County of Jackson, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, [unless prepaid prior thereto as hereinafter provided,] with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on December 1, 2026 and semiannually thereafter on each June 1 and December 1. Principal of this bond is payable at the corporate trust office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$_____, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose of refunding all or part of the City’s outstanding 2018 Capital Improvement Bonds (Limited Tax General Obligation).

Bonds of this issue shall not be subject to optional redemption prior to maturity.

[Insert Term Bond and Redemption Provisions, if applicable]

This bond is transferable only upon the registration books of the City kept by the Transfer

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

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Issuer, and the Issuer is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Jackson, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF JACKSON

County of Jackson

State of Michigan

By: _____
Its Mayor

By: _____
Its City Clerk

(SEAL)

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

7. Negotiated Sale. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale, and pursuant to the requirements of Act 34, based on the advice of its financial advisor, determines that a negotiated sale of the Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjusting terms for the Bonds.

8. Bond Purchase Agreement; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each hereby authorized to select an Underwriter, negotiate the sale of the Bonds with the Underwriter, negotiate and execute a Bond Purchase Agreement, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

9. Adjustment of Bond Terms; Bond Parameters. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the foregoing is each authorized to exercise the authority and make the determinations pursuant to Sections 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by this resolution; *provided* that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the maximum coupon interest rate on the Bonds shall not exceed 6.00%, the underwriter's discount shall not exceed 1.00% of the par amount of the Bonds and the refunding of the Prior Bonds to Be Refunded shall result in net present value savings to the City.

10. Official Statement; Qualification for Insurance; Ratings. The Authorized Officers are each hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds, if deemed economically advantageous to the Authority; (c) apply for ratings on the Bonds; and, (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

11. Continuing Disclosure Undertaking. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

13. Appointment of Bond Counsel. The City recognizes that Miller, Canfield, Paddock and Stone, P.L.C. has represented from time to time and currently represents underwriters, financial institutions and other potential participants in the bond financing process for unrelated matters. The City appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel for this issue notwithstanding the potential representation of the Underwriter and other parties and potential parties to the issuance of the Bonds in unrelated matters.

14. Municipal Advisor. Bendzinski & Co. Municipal Finance Advisors is retained as the registered municipal advisor to the City in connection with the issuance of the Bonds.

15. Authorization of Other Actions. The Authorized Officers are each authorized and directed to do all other acts, take all other necessary procedures, and make such filings with any parties, including the Michigan Department of Treasury, necessary or desirable to effectuate the sale, issuance and delivery of the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Andrea Muray, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Jackson, County of Jackson, State of Michigan, at a regular meeting held on January 27, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Andrea Muray, City Clerk

45424327.2/043520.00077

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: MDOT Resolution for Milling and Resurfacing on Ganson Street

Recommendation:

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Ganson Street from Elm Avenue to the east City Limit and authorize the City Engineer to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of a resolution as described for milling and resurfacing on Ganson Street.

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.

DATE: January 27, 2026

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Ganson Street from Elm Avenue to the east City Limit and authorize the City Engineer to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured federal Surface Transportation Program grant funds through the Michigan Department of Transportation (MDOT) to mill and repave Ganson Street from Elm Avenue to the east City Limit.

For the grant funding to be expended and the project to be constructed, City Council must approve the attached resolution to enter into a contract with MDOT and authorize the City Engineer to sign the contract.

DESCRIBE THE CONSEQUENCES

Ganson Street was originally platted in 1870 (Elm to Pleasant) and 1911 (Pleasant to the east City Limits) and the street was constructed thereafter. Engineering records show that Ganson Street was reconstructed in 1980 with new curb and gutter and full depth asphalt pavement

Since 2018, the PASER ratings for the subject segments have been three (3) and four (4) meaning the pavement is in poor condition. There are cracks and potholes throughout.

OWNERSHIP

Engineering applied for and secured federal Surface Transportation grant funds to address the street deficiencies outlined above.

SOLUTION

The grant will be administered through the Michigan Department of Transportation (MDOT). As such, plans and specifications were prepared and sent to MDOT for bidding. The cost participation agreement with contract number 25-5613 for this project has been prepared by MDOT and forwarded to the City for approval.

This project will be paid for by a combination of funds as follows:

\$ 506,400.00	Federal Grant Funds
+ \$ 246,150.41	Special Assessments
+ \$ 66,749.59	<u>Major Street Funds</u>
= \$ 819,300.00	Total

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for milling and resurfacing on Ganson Street from Elm Avenue to the east City Limit and authorize the City Engineer to execute the appropriate documents.

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Ganson Street from Elm Avenue to the east City Limit is in need of improvement; and

WHEREAS, the City has received Federal Surface Transportation Funds for 81.85% of the contract construction costs to a maximum of \$506,400 for milling and asphalt resurfacing on Ganson Street from Elm Avenue to the east City Limit; and

WHEREAS, the cost-participation agreement and contract number 25-5613 has been prepared for this project by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for construction work is \$819,300 with the Federal share being \$506,400 and the City share being \$312,900.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve milling and asphalt resurfacing on Ganson Street from Elm Avenue to the east City Limit; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract number 25-5613 with the Michigan Department of Transportation for milling and asphalt resurfacing on Ganson Street from Elm Avenue to the east City Limit: and

BE IT FURTHER RESOLVED that the City Council does authorize the Troy R. White, P.E., City Engineer to sign the contract documents on behalf of the City.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 27th day of January, 2026.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 27th day of January, 2026.

Andrea Muray, City Clerk

STP

DA

Control Section	STUL 38000
Job Number	216645CON
Project	26A0090
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5613

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 12, 2025, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along East Ganson Street from Elm Avenue easterly to city limits, including concrete curb and gutter, nonreinforced base course and driveway, sidewalk, curb ramps permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

09/06/90 STPLS.FOR 12/12/25

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

09/06/90 STPLS.FOR 12/12/25

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$506,400 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA

09/06/90 STPLS.FOR 12/12/25

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the FHWA pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the

PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



December 12, 2025

EXHIBIT I

CONTROL SECTION	STUL 38000
JOB NUMBER	216645CON
PROJECT	26A0090

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$819,300
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$819,300
Less Federal Funds*	<u>\$506,400</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$312,900

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: **Approval of the Health District Street Lighting contract to J. Ranck Electric, Inc.**

Recommendation:

Approve the award of the Health District Street Lighting contract to J. Ranck Electric, Inc. of Mt. Pleasant, Michigan at a cost of \$422,887.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the Health District Street Lighting contract. I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: January 27, 2026

RECOMMENDATION: Approve the award of the Health District Street Lighting contract to J. Ranck Electric, Inc. of Mt. Pleasant, Michigan at a cost of \$422,887.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The Department of Engineering has prepared the subject project to assist Community Development with the initiative to redevelop vacant lots with in-fill housing in the Health District neighborhood adjacent to the Henry Ford Health campus. The intent is to utilize previously awarded Community Development Block Grant (CDBG) funds to install new decorative LED post-top streetlights along the Homewild (Cooper to State), Perrine (Detroit to Homewild) and VanDorn (Pearl to Homewild) to create an inviting and well-lit residential neighborhood.

DESCRIPTION OF CONSEQUENCES

If this contract is not awarded, lighting within the neighborhood will not be improved. The existing lighting that consists of limited metal-halide fixtures mounted on utility poles will remain and will continue to provide uneven illumination and insufficient coverage.

The results for sealed bids that were opened on November 13, 2025 are shown in the table below.

Name	Bid	Over/Under Est	% of Est
Engineer's Estimate	\$ 452,441.25	\$ 0.00	100 %
J. Ranck Electric, Inc., Mt. Pleasant, MI	\$ 422,887.80	– \$ 29,553.45	93 %

This project will be paid for using Community Development Block Grant (CDBG) Funds.

OWNERSHIP

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

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

Name	A	B	C	D	E	Total
J. Ranck Electric, Inc., Mt. Pleasant, MI	25	22	15	8	25	95

SOLUTION

It is recommended that the contract be awarded to J. Ranck Electric, Inc. of Mt. Pleasant, Michigan as their bid cost is below the Engineer's Estimate and their Responsible Contractor scoring shows them to be competent and capable.

FACILITE IMPLEMENTATION

Approve the award of the Health District Street Lighting contract to J. Ranck Electric, Inc. of Mt. Pleasant, Michigan at a cost of \$422,887.80 and authorize the Mayor and City Clerk to execute the appropriate documents.

TRW/kmm

Bid Tabulation - ENG 25-06 Health District Lighting 2025			November 13,		J. Ranck Electric, Inc. 1993 Gover Parkway Mt. Pleasant, MI 48858	
Line Item	Description	Quantity	Unit or Measure	Unit Cost	Total	
1500001	Mobilization, Max (10%)	1	LS	\$41,000.00	\$41,000.00	
2040055	Sidewalk, Rem	50	Syd	\$25.00	\$1,250.00	
2087050	Filter, Rectangular	31	Ea	\$100.00	\$3,100.00	
2090001	Project Cleanup	1	LS	\$100.00	\$100.00	
5010025	Hand Patching	4	Ton	\$500.00	\$2,000.00	
8030010	Detectable Warning Surface	20	Ft	\$75.00	\$1,500.00	
8030030	Curb Ramp Opening, Conc	20	Ft	\$45.00	\$900.00	
8032002	Curb Ramp, Conc, 6 inch	200	Sft	\$10.00	\$2,000.00	
8030046	Sidewalk, Conc, 6 inch	200	Sft	\$10.00	\$2,000.00	
8120012	Sided, Lighted, Furn	10	Ea	\$.01	\$.10	
8120013	Sided, Lighted, Oper	10	Ea	\$.01	\$.10	
8120026	Pedestrian Type II Barricade, Temp Channelizing Device, 42 inch, Fluorescent,	10	Ea	\$.01	\$.10	
8120035	Furn	50	Ea	\$.01	\$.50	
8120036	Oper	50	Ea	\$.01	\$.50	
8120170	Minor Traf Devices	1	LS	\$1,000.00	\$1,000.00	
8120350	Sign, Type B, Temp, Prismatic, Furn	150	Sft	\$.01	\$1.50	
8120351	Sign, Type B, Temp, Prismatic, Oper	150	Sft	\$.01	\$1.50	
8120370	Traf Regulator Control	1	LS	\$1.00	\$1.00	
8167011	Turf Establishment, Performance	300	Syd	\$15.00	\$4,500.00	
8182381	Wood Pole, Fit Up, Sec Cable Pole	1	Ea	\$950.00	\$950.00	
8197050	Electrical Permit, Street Lighting	1	Ea	\$1,500.00	\$1,500.00	
8197050	Light, Decorative, Furnish	21	Ea	\$5,875.00	\$123,375.00	
8197050	Light, Decorative, Install	21	Ea	\$1,050.00	\$22,050.00	
8197050	Concrete Base for Light Pole, 78 inch	21	Ea	\$2,950.00	\$61,950.00	
8197050	(Open Bottom)	24	Ea	\$1,125.00	\$27,000.00	
8197050	Control Cabinet, Fdn	1	Ea	\$4,000.00	\$4,000.00	
8197050	Control Cabinet, Furnish	1	Ea	\$11,500.00	\$11,500.00	
8197050	Control Cabinet, Install	1	Ea	\$1,400.00	\$1,400.00	
8197001	Conduit, 3 inch, Sch 40/HDPE (EMPTY)	2720	Ft	\$18.00	\$48,960.00	
8197001	AWG	14760	Ft	\$3.50	\$51,660.00	
8197001	Equipment Grounding Conductor, THWN, in Conduit, 600V, 1C #4 AWG	2625	Ft	\$3.50	\$9,187.50	
	Total				\$422,887.80	

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: **Approval of the Elizabeth Street Water Transmission Main Abandonment contract to Concord Excavating & Grading, Inc.**

Recommendation:

Approve the award of the Elizabeth Street Water Transmission Main Abandonment contract to Concord Excavating & Grading, Inc. of Concord, Michigan at a cost of \$826,519.11 and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the Elizabeth Street Water Transmission Main Abandonment contract. I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: January 27, 2026

RECOMMENDATION: Approve the award of the Elizabeth Street Water Transmission Main Abandonment contract to Concord Excavating & Grading, Inc. of Concord, Michigan at a cost of \$826,519.11 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The North Branch Water Transmission Main is a 20-inch cast iron pipe built in 1926 that serves much of the City north of the Grand River, including the east elevated tank at Roberts and Tyson. It has exceeded its service life, and replacement work began last year with installation of a new 16-inch ductile iron water transmission main along the Pearl Loop corridor.

With the new water transmission main fully installed, work may proceed to abandon the existing 20-inch cast iron pipe along the following route:

- Elizabeth Street from Park to State
- Van Dorn Street from Elizabeth to Plymouth
- Plymouth Street from Van Dorn to Waterloo

Along the abandonment route, impacted water distribution water mains and service lines will also be replaced and disturbed pavements will be restored.

DESCRIPTION OF CONSEQUENCES

The results for sealed bids that were opened on December 18, 2025 are shown in the following table.

Company	Bid	Over/Under Est	% of Est
Engineer's Estimate	\$ 789,078.75	\$ 0.00	100 %
Concord Excavating & Grading, Inc., Concord, MI	\$ 826,519.11	+ \$ 37,440.36	105 %
Bailey Excavating, Inc., Jackson, MI	\$ 893,994.16	+ \$ 104,915.41	113 %
Dunigan Brothers, Inc., Jackson, MI	\$ 991,771.84	+ \$ 202,699.09	126 %

This project will be paid for using Water Funds.

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

- A Corporate Accountability
- B Workplace Safety
- C Workforce Development
- D Social Equity
- E Price

The scoring results are shown in the following table:

Company	A 25 max	B 25 max	C 15 max	D 10 max	E 25 max	Total 100 max
Concord Excavating & Grading, Inc., Concord, MI	22	22	15	8	21	88
Bailey Excavating, Inc., Jackson, MI	25	23	15	8	16	87
Dunigan Brothers, Inc., Jackson, MI	25	21	15	10	15	86

SOLUTION

Based on the scoring results, all three (3) firms were found to be fully qualified to perform the work. Engineering recommends that the contract be awarded to Concord Excavating & Grading, Inc. as their bid cost is the lowest.

FACILITE IMPLEMENTATION

Approve the award of the Elizabeth Street Water Transmission Main Abandonment contract to Concord Excavating & Grading, Inc. of Concord, Michigan at a cost of \$826,519.11 and authorize the Mayor and City Clerk to execute the appropriate documents.

TRW/kmm

RESPONSIBLE CONTRACTOR EVALUATION

26-04 ELIZABETH TRANSMISSION MAIN ABANDONMENT

01-13-26, jdc

CRITERIA CATEGORY	CRITERIA NO.	PNT SHARE	EARNED PNTS					
			CONCORD	BAILEY	DUNIGAN	CONTRACTOR 4	CONTRACTOR 5	CONTRACTOR 6
CORPORATE ACCOUNTABILITY								
MANAGEMENT QUALIFICATIONS	1-18	5	5	5	5			
REFERENCES	19	5	5	5	5			
QUALITY ASSURANCE PROGRAM	20	5	2	5	5			
WORK PROGRESS	21	5	5	5	5			
PAST PROJECTS	22	5	5	5	5			
SUBTOTAL		25	22	25	25		0	0
WORKPLACE SAFETY								
APPRENTICE RATIO	23	4	4	4	4			
EMR (EXP MODIFICATION RATING)	24	15	15	13	11			
OSHA TRAINING	25	3	0	3	3			
MASTER/JOURNEYMAN CERT	26	3	3	3	3			
SUBTOTAL		25	22	23	21		0	0
WORKFORCE DEVELOPMENT								
PAY RATES & BENEFITS	15	5	5	5	5			
APPRENTICESHIP PROGRAMS	ATTACH	5	5	5	5			
SKILL/QUAL ASSESSMENT DOCS	23	5	5	5	5			
SUBTOTAL		15	15	15	15		0	0
SOCIAL EQUITY								
LOCAL RESIDENTS	27	3	1	1	3			
EEO PROGRAM	28	3	3	3	3			
NON-DISCRIMINATION POLICY	29	4	4	4	4			
SUBTOTAL		10	8	8	10		0	0
PRICE								
CHANGE ORDER STATEMENT	--	5	2	5	5			
TOTAL BID COST	--	15	14	6	5			
LABOR/MATERIAL/EQUIP DETAIL	--	5	5	5	5			
SUBTOTAL		25	21	16	15		0	0
TOTAL RATING		100	88	87	86	0	0	0

	TOTAL BID	APPRE-NTICES	EMR RATING	CITY RES STAFF
CONCORD	\$ 893,994.16	0.00	0.77	0.27
BAILEY	\$ 826,519.11	1.00	0.86	0.55
DUNIGAN	\$ 991,777.84	0.00	0.98	0.90
CONTRACTOR 4				
CONTRACTOR 5				
CONTRACTOR 6				

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: Amendment 4 to the Professional Engineering Services contract with Fishbeck

Recommendation:

Approval of Amendment 4 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$20,960.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

Attached is a report from Troy R. White, Assistant City Engineer, regarding an amendment to the above referenced contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: January 27, 2026

RECOMMENDATION: Approval of Amendment 4 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$20,960.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

ISSUE STATEMENT

Beginning in 2021, the City has been undertaking a multi-year project to rehabilitate the 1924 vitreous clay sanitary sewer pipe that connects the Water Treatment Plant (WTP) to the city-wide sewage system. This sewer is critical to the operation of the water treatment plant, and replacement work began last year with installation of 330 feet of new 18-inch PVC sanitary sewer pipe. With the new PVC sanitary sewer installed, work may proceed to line the remaining 750 feet of existing vitreous clay sanitary sewer pipe.

The current contract with Fishbeck, Inc. covers design of the lining phase, but does not include construction engineering services such as on-site inspection, verification of materials and installation methods, and documentation of work progress. Fishbeck has requested to be compensated for the engineering work beyond what was in their original agreement.

DESCRIBE THE CONSEQUENCES

If the construction engineering services are not approved, the City will be in violation of railroad coordination agreements and permit compliance. Also, the City would have no way to verify if the contractors work is meeting specifications.

This contract will be paid for using Water Funds.

OWNERSHIP

Engineering is responsible for the major construction projects on the City's infrastructure. As part of the work to oversee the construction contracts, Engineering utilizes a construction engineering firm to ensure the work performed adheres to the contract specifications.

SOLUTION

In concurrence with the Purchasing Agent, it is Engineering's recommendation that Amendment 4 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. be approved, and the City Manager and City Engineer be authorized to execute the appropriate document(s).

FACILITATE IMPLEMENTATION

Approval of Amendment 4 to the CWSRF Professional Engineering Services contract with Fishbeck, Inc. of Grand Rapids, Michigan in the amount of \$20,960.00, and authorization for the City Manager and City Engineer to sign the appropriate document.

TRW/kmm

**AMENDMENT NO. 4
To Contract for
CWSRF Professional Engineering Services 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	\$ 395,000.00
APPROVED AMENDMENT NO. 1	\$ 29,150.00
APPROVED AMENDMENT NO. 2	\$ 36,404.00
CONTRACT AMENDMENT NO. 3	\$ 41,376.00
CONTRACT AMOUNT AS SET BY AMENDMENT NO. 3	\$ 501,930.00
CONTRACT AMENDMENT NO. 4	\$ 20,960.00
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 4	\$ 522,890.00

REASON FOR AMENDMENT:

To add professional engineering services for construction engineering work related to lining of the sanitary sewer serving the Water Treatment Plant as described in the letter from Fishbeck, Inc. dated January 13, 2026.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Jeffrey Brown, P.E., Fishbeck

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

January 13, 2026

Troy White
Assistant City Engineer
City of Jackson
161 West Michigan Avenue
Jackson, MI 49204

**Proposal for Professional Engineering Services
Sanitary Sewer Lining at the Water Treatment Plant in Jackson, Michigan**

Fishbeck is pleased to submit this proposal to provide professional construction phase services to assist the City of Jackson (City) for Sanitary Sewer Lining at the Water Treatment Plant. It is anticipated the total construction time for the lining will be approximately one week; however, a second week and an estimated fee has been included in the event an unforeseen issue extends the construction time. If construction proceeds as expected, the additional hours would not be billed.

Scope of Services

Fishbeck proposes the following scope of services:

- Full-time Onsite Inspection: (50 hours/week for 2 weeks)
 - General onsite construction coordination with general contractor, subcontractors, various City departments, private utility companies, and private property owners.
 - Attend preconstruction, progress, and public meetings.
 - Verify that construction proceeds on schedule and by approved drawings, specifications, and permits.
 - Identify potential conflicts; develop alternative solutions and review with inspection supervisor and engineer.
 - Complete record drawing measurements of all lining.
 - Ensure all maintenance of utility services, traffic control, and access requirements are met at all times.
 - Complete Inspector's Daily Reports.
 - Provide red line as-built drawings to be drafted by the engineer.
 - Compile, inspect, and document completion of Contractor punch list.
- Inspection Supervision: (10 hours/week for 2 weeks)
 - Provide contract administration.
 - Lead the preconstruction meeting, progress meetings, issue meeting minutes.
 - Oversee onsite inspector.
 - Complete change orders and pay applications.
 - Take measures necessary to ensure project schedule and quality of work.
 - Assist onsite inspector with conflict resolution.
 - Review change orders and payment applications.
 - Communicate regularly with the City engineer's office as to project progress.
 - Provide supplemental onsite inspection.
 - Attend project substantial completion walk-through and assist with punch list completion.

- Office Engineering: (4 hours/week for 2 weeks)
 - Attend progress meetings when necessary.
 - Review shop drawings, material literature, and requests for information.
 - Review change orders and payment applications.
 - Communicate regularly with the construction supervisor, onsite inspector, City, and MTC; assist with addressing issues that arise.
 - Address design related conflicts and provide solutions.
 - Draft final record drawings in AutoCAD®; provide mylar copies to the City.
- Office Technician: (3 hours/week for 2 weeks)
 - Provide contract administration.
 - Generate Pay Estimates and Contract Modification for project and route for approval.

Professional Services Fees

Fishbeck proposes to perform the scope of services described above for a hourly not to exceed fee of Twenty Thousand Nine Hundred Sixty Dollars (\$20,960).

Construction Phase Totals

Task	Fee
Construction Inspection (10 Days / 10 hours per day)	\$13,500
Construction Supervision and Office Engineering	\$5,760
Office Technician and Services	\$700
Expenses	\$1,000
Total	\$20,960

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Lisa Lopez (llopez@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3923 or jnkramer@fishbeck.com.

Sincerely,



Jeremy Kramer, PE
Senior Civil Engineer

Attachments

By email

Copy: Jeff Crow – City of Jackson
James Scaggs – Fishbeck
Mike Berrevoets – Fishbeck

Professional Services Agreement

PROJECT NAME: Sanitary Sewer Lining at the Water Treatment Plant
PROJECT LOCATION: Jackson, Michigan
FISHBECK CONTACT: Jeremy N. Kramer, PE
CLIENT CONTACT: Troy White
CLIENT: City of Jackson, 161 West Michigan Avenue, Jackson, MI 49204

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: As defined in our proposal dated January 13, 2026.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: January 13, 2026.
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of 10%
- ☐ Other:

Budget for Above Scope of Services: Twenty Thousand Nine Hundred Sixty Dollars (\$20,960).

ADDITIONAL PROVISIONS (IF ANY): NA

APPROVED FOR:

City of Jackson

SIGNATURE: _____

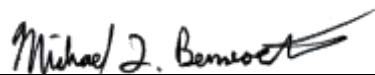
NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: _____

TITLE: _____

DATE: _____

Michael L. Berrevoets, PE

Vice President

January 13, 2026

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus the administrative fee.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: Recommendation to approve an amendment to the 2022 As Needed Materials Testing Services Contract

Recommendation:

Approve an amendment to extend the 2022 As Needed Materials Testing Services Contract with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of \$50,000.00, and authorization for the City Manager and City Engineer to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report from Troy R. White, City Engineer, requesting a fourth and final extension of the City's 2022 As Needed Materials Services Contract for the 2025 construction season.

I recommend approval of the extension as requested. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: January 27, 2026

RECOMMENDATION: Approve an amendment to extend the 2022 As-Needed Materials Testing Services with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of \$50,000.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has long retained a professional firm to provide materials testing services to ensure construction materials meet specifications, a standard practice and a requirement for state- and federally-funded projects.

Professional Service Industries, Inc. (PSI) of Lansing, Michigan, has provided these services under the City's most recent contract, including testing for the ongoing DWSRF Phase 1 Lead Service Line Replacement project, which continues through July 2026.

Although City Council recently awarded the 2026 materials testing contract to Materials Testing Consultants, Inc. (MTC) of Dexter, Michigan, retaining PSI through the project's completion will maintain continuity. PSI has submitted a letter confirming their willingness to continue providing testing services for this project.

DESCRIPTION OF CONSEQUENCES

Switching testing firms mid-project would result in a loss of continuity, increase the risk of delays and duplicate testing, and add administrative complexity, with no technical or cost benefit.

This contract will be paid for using Water Funds.

OWNERSHIP

Engineering is responsible for the major construction projects on the City's infrastructure. As part of the work to oversee the construction contracts, Engineering utilizes a materials testing firm to ensure the work performed adheres to the contract specifications.

SOLUTION

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the fourth and final extension of the 2022 As Needed Materials Testing Services contract with PSI be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

FACILITATE IMPLEMENTATION

Approve an amendment to extend the 2022 As-Needed Materials Testing Services with Professional Service Industries (PSI), Inc. of Lansing, Michigan in the estimated amount of \$50,000.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

TRW/kmm

January 16, 2026

Mr. Jeff Crow
City of Jackson
Department of Engineering
161 West Michigan Avenue
Jackson, Michigan 49201

Re: As Needed Materials Testing Services
City of Jackson
Jackson, Michigan

Dear Mr. Crow:

PSI (Professional Service Industries, Inc.), an Intertek company, provided as-needed material testing services to the City of Jackson during the 2025 construction seasons. PSI would be agreeable to continue to provide these services in 2026 for on-going projects in accordance with our proposal, dated January 24, 2022, and the previous agreement between the City of Jackson and PSI.

PSI appreciates the opportunity to provide our services, and we look forward to continuing working with you. If you have any questions or need any additional information, please feel free to call me at 517-394-5700.

Very truly yours,
PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in black ink, appearing to read "J.A. Walter".

Joel A. Walter, P.E.
Branch Manager

JAW/lmr

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: January 27, 2026
SUBJECT: **Change Order 1 to the Miscellaneous Construction contract with Concord Excavating & Grading, Inc.**

Recommendation:

Approve Change Order 1 to the Miscellaneous Construction contract with Concord Excavating & Grading, Inc. in the increased amount of \$26,242.01 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 Miscellaneous Construction 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: January 27, 2026

RECOMMENDATION: Approve Change Order 1 to the Miscellaneous Construction contract with Concord Excavating & Grading, Inc. in the increased amount of \$26,242.01 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 Miscellaneous Construction contract with Concord Excavating & Grading, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents an increase of \$26,242.01, bringing the current contract amount to \$319,573.81.

OWNERSHIP

Engineering is responsible for the reconstruction of the trail system in the City. To this end, Engineering developed this project to reconstruct the MLK Equality Trail from Weatherwax Drive to the Optimist Shelter with a 12-foot concrete path in conjunction with small tree and brush removal from the right-of-way to 25 feet from the center of the path.

On May 13, 2025, City Council approved the award of the contract to Concord Excavating & Grading, Inc. of Concord, Michigan in the amount of \$293,331.80. During contractor work, Engineering determined the need to add items necessary to resurface the eastbound lane of High Street between Jackson Street and Williams Street, due to pavement deterioration that occurred while the contractor was mobilizing and demobilizing in the work zone.

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 Miscellaneous Construction contract with Concord Excavating & Grading, Inc. in the increased amount of \$26,242.01 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
ENG25-09 Miscellaneous Construction
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 **\$ 293,331.80**

CHANGE ORDER NO. 1 **\$ 26,242.01**

NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1 **\$ 319,573.81**

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:

Concord Excavating & Grading, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG25-09_2025 MISCELLANEOUS CONSTRUCTION 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	2.00	0.00	2.00	LS	\$13,000.00	\$ -	\$ -
0002	2040020	Curb and Gutter, Rem	115.00	-6.00	109.00	Ft	\$14.50	\$ -	\$ (87.00)
0003	2040055	Sidewalk, Rem	91.00	1.20	92.20	Syd	\$15.75	\$ 18.90	\$ -
0004	2040080	Exploratory Investigation, Vertical	20.00	-20.00	0.00	Ft	\$75.50	\$ -	\$ (1,510.00)
0005	2047001	_ Pavt Sawcut	466.00	38.00	504.00	Ft	\$6.75	\$ 256.50	\$ -
0006	2047011	_ HMA Surface, Rem, Modified	437.00	109.73	546.73	Syd	\$11.75	\$ 1,289.33	\$ -
0007	2057051	_ Site Grading, Rosedale	1.00	0.00	1.00	LS	\$4,500.00	\$ -	\$ -
0008	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	6.00	0.00	6.00	Ea	\$175.00	\$ -	\$ -
0009	2087050	_ Erosion Control, Inlet Protection, Sediment Trap, Round	5.00	-3.00	2.00	Ea	\$185.00	\$ -	\$ (555.00)
0010	2090001	Project Cleanup	2.00	0.00	2.00	LS	\$2,875.00	\$ -	\$ -
0011	3027011	_ Aggregate Base, 8 inch, 21 AA, Modified	437.00	109.68	546.68	Syd	\$18.50	\$ 2,029.08	\$ -
0012	3060020	Maintenance Gravel	10.00	-10.00	0.00	Ton	\$46.00	\$ -	\$ (460.00)
0013	4027001	_ Sanitary Sewer Backfill, Class II	106.00	-11.00	95.00	Ft	\$26.50	\$ -	\$ (291.50)
0014	4027001	_ Sanitary Sewer, SDR 26 PVC, 8 inch	50.00	-17.50	32.50	Ft	\$135.00	\$ -	\$ (2,362.50)
0015	4027001	_ Sewer, DI, 8 inch	56.00	-1.00	55.00	Ft	\$175.00	\$ -	\$ (175.00)
0016	4027050	_ Sanitary Manhole, 72 inch dia	1.00	0.00	1.00	Ea	\$12,500.00	\$ -	\$ -
0017	4027050	_ Sewer Bulkhead, 10 inch	1.00	1.00	2.00	Ea	\$750.00	\$ 750.00	\$ -
0018	4027050	_ Sewer Bulkhead, 8 inch	1.00	-1.00	0.00	Ea	\$650.00	\$ -	\$ (650.00)
0019	4030040	Dr Structure Cover, Type G	3.00	0.00	3.00	Ea	\$675.00	\$ -	\$ -
0020	4030308	Dr Structure, Tap, 8 inch	2.00	-1.00	1.00	Ea	\$825.00	\$ -	\$ (825.00)
0021	4037050	_ Catch Basin Cover, Drive	1.00	0.00	1.00	Ea	\$925.00	\$ -	\$ -
0022	4037050	_ Catch Basin, 24 inch dia	3.00	0.00	3.00	Ea	\$1,850.00	\$ -	\$ -
0023	4037050	_ Mh Cover, Std	3.00	0.00	3.00	Ea	\$750.00	\$ -	\$ -
0024	4037050	_ Storm Manhole, 48 inch dia	2.00	0.00	2.00	Ea	\$4,650.00	\$ -	\$ -
0025	4037050	_ Utility Structure Cover, Adj, Case 1	1.00	-1.00	0.00	Ea	\$775.00	\$ -	\$ (775.00)
0026	5010025	Hand Patching	7.00	-2.46	4.54	Ton	\$375.00	\$ -	\$ (922.50)
0027	5010033	HMA, 13A	146.00	46.96	192.96	Ton	\$165.00	\$ 7,748.40	\$ -
0028	6020015	Conc Base Cse, Nonreinf, 6 inch	35.00	-6.00	29.00	Syd	\$83.00	\$ -	\$ (498.00)
0029	8020038	Curb and Gutter, Conc, Det F4	115.00	-48.00	67.00	Ft	\$47.00	\$ -	\$ (2,256.00)
0030	8030010	Detectable Warning Surface	28.00	-3.00	25.00	Ft	\$80.00	\$ -	\$ (240.00)
0031	8030030	Curb Ramp Opening, Conc	43.00	1.00	44.00	Ft	\$47.00	\$ 47.00	\$ -
0032	8030044	Sidewalk, Conc, 4 inch	790.00	-80.00	710.00	Sft	\$9.25	\$ -	\$ (740.00)
0033	8032002	Curb Ramp, Conc, 6 inch	195.00	50.71	245.71	Sft	\$16.25	\$ 824.04	\$ -
0034	8120012	Barr,TypeIII,HighInten,DBISided,Ltd,Furn	26.00	0.00	26.00	Ea	\$109.30	\$ -	\$ -
0035	8120013	Barr,TypeIII,HighInten,DBISided,Ltd,Oper	26.00	0.00	26.00	Ea	\$7.85	\$ -	\$ -
0036	8120026	Pedestrian Type II Barricade, Temp	5.00	0.00	5.00	Ea	\$91.90	\$ -	\$ -
0037	8120035	Channelizing Device, 42 in, Fluor, Furn	35.00	0.00	35.00	Ea	\$24.06	\$ -	\$ -
0038	8120036	Channelizing Device, 42 in, Fluor, Oper	35.00	0.00	35.00	Ea	\$1.20	\$ -	\$ -
0039	8120170	Minor Traf Devices	2.00	0.00	2.00	LS	\$3,850.00	\$ -	\$ -
0040	8120350	Sign, Type B, Temp, Prismatic, Furn	346.00	0.00	346.00	Sft	\$5.05	\$ -	\$ -
0041	8120351	Sign, Type B, Temp, Prismatic, Oper	346.00	0.00	346.00	Sft	\$0.75	\$ -	\$ -
0042	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	107.00	0.00	107.00	Sft	\$7.75	\$ -	\$ -
0043	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	107.00	0.00	107.00	Sft	\$1.75	\$ -	\$ -
0044	8120370	Traf Regulator Control	2.00	0.00	2.00	LS	\$4,350.00	\$ -	\$ -
0045	8167011	_ Turf Establishment, Performance	211.00	7.36	218.36	Syd	\$9.75	\$ 71.76	\$ -
0046	8237001	_ Water Main Backfill, Class II	200.00	1.50	201.50	Ft	\$26.50	\$ 39.75	\$ -
0047	8237001	_ Water Main, 12 inch	165.00	0.00	165.00	Ft	\$187.50	\$ -	\$ -
0048	8237001	_ Water Main, 8 inch	35.00	1.50	36.50	Ft	\$106.50	\$ 159.75	\$ -
0049	8237001	_ Water Service Pipe, Cu, 1 inch	42.00	52.00	94.00	Ft	\$75.00	\$ 3,900.00	\$ -
0050	8237050	_ Bond Restoration	2.00	-1.00	1.00	Ea	\$435.00	\$ -	\$ (435.00)

ENG25-09_2025 MISCELLANEOUS CONSTRUCTION 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
0051	8237050	_ Electrical Permit Acquisition and Compliance	2.00	-1.00	1.00	Ea	\$135.00	\$ -	\$ (135.00)
0052	8237050	_ Gate Box, Adj, Case 1, Modified	3.00	-3.00	0.00	Ea	\$775.00	\$ -	\$ (2,325.00)
0053	8237050	_ Gate Valve and Box, 12 inch, Modified	2.00	0.00	2.00	Ea	\$6,450.00	\$ -	\$ -
0054	8237050	_ Gate Valve and Box, 8 inch, Modified	1.00	0.00	1.00	Ea	\$4,450.00	\$ -	\$ -
0055	8237050	_ Plumbing Permit Acquisition and Compliance	2.00	-1.00	1.00	Ea	\$450.00	\$ -	\$ (450.00)
0056	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	2.00	-1.00	1.00	Ea	\$550.00	\$ -	\$ (550.00)
0057	8237050	_ Water Main, Connect New 12 inch to Existing 10 inch	2.00	0.00	2.00	Ea	\$9,850.00	\$ -	\$ -
0058	8237050	_ Water Main, Connect New 8 inch to Existing 6 inch	1.00	0.00	1.00	Ea	\$6,375.00	\$ -	\$ -
0059	8237050	_ Water Meter	2.00	-1.00	1.00	Ea	\$675.00	\$ -	\$ (675.00)
0060	8237050	_ Water Meter Acquisition and Radio Reading Device Coordination	2.00	-1.00	1.00	Ea	\$875.00	\$ -	\$ (875.00)
0061	8237050	_ Water Serv, 1 inch	2.00	1.00	3.00	Ea	\$3,600.00	\$ 3,600.00	\$ -
0062	8230091	Hydrant, Rem	0.00	1.00	1.00	Ea	\$750.00	\$ 750.00	\$ -
0063	8237050	_ Hydrant Assembly	0.00	1.00	1.00	Ea	\$10,250.00	\$ 10,250.00	\$ -
0064	4027050	_ Water Main Bulkhead, 6"	0.00	1.00	1.00	Ea	\$550.00	\$ 550.00	\$ -
0065	8237050	_ Water Main Fittings, DI - 12" 45 Bends	0.00	6.00	6.00	Ea	\$1,325.00	\$ 7,950.00	\$ -
0066	5017051	_ Cold Milling HMA Surface	0.00	1.00	1.00	LS	\$3,800.00	\$ 3,800.00	\$ -

Total: \$ 44,034.51 \$ (17,792.50)
Net Change: \$ 26,242.01
Current Contract Amount: \$ 293,331.80
Revised Contract Amount: \$ 319,573.81



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 27, 2026

SUBJECT: Memorandum of Understanding — Movement Jackson LLC
Approve the Memorandum of Understanding with Movement Jackson, LLC, for funding and construction of boulder installations, skate park, pump track, and public gathering areas at Ella Sharp Park.

Recommendation:

Approval of a Memorandum of Understanding with Movement Jackson LLC.

Movement Jackson LLC approached the Ella Sharp Park Board of Trustees with a proposal to develop a new park attraction for the citizens of Jackson. The proposed project includes three boulders for climbing, a skate park, a pump track, and a community gathering area featuring three restaurant containers, public restrooms, and a stage area. Movement Jackson LLC would be responsible for fundraising and funding the construction of these park additions.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: January 27, 2026

RECOMMENDATION: Approval of a Memorandum of Understanding with Movement Jackson LLC.

ISSUE STATEMENT

The project addresses multi-generational recreation and community gathering spaces by creating an inclusive destination that promotes physical activity, social connection, and increased park use. Through a public-private partnership, the development engages young people and adults, supports healthy lifestyles, activates underutilized park areas, and does not require City capital investment.

DESCRIBE THE CONSEQUENCES

This unique opportunity would provide multi-generational recreational options for our residents and establish a partnership with Movement Jackson LLC to help fund and introduce new recreational trends to our community.

OWNERSHIP

Movement Jackson LLC presented a concept and funding proposal to the City Administration. Partnerships are a crucial component of community success, and this program exemplifies that commitment. Staff worked collaboratively with the Ella Sharp Park Board of Trustees to review and study the proposal and to develop a Memorandum of Understanding creating a successful park addition.

SOLUTION

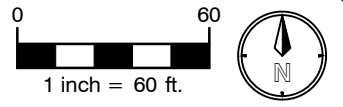
Movement Jackson LLC presented a concept and funding proposal to the City Administration. In alignment with the City's commitment to public-private partnerships, City staff worked collaboratively with the Ella Sharp Park Board of Trustees to review and evaluate the proposal and to develop a Memorandum of Understanding that establishes a clear framework for delivering a successful park addition.

FACILITATE IMPLEMENTATION

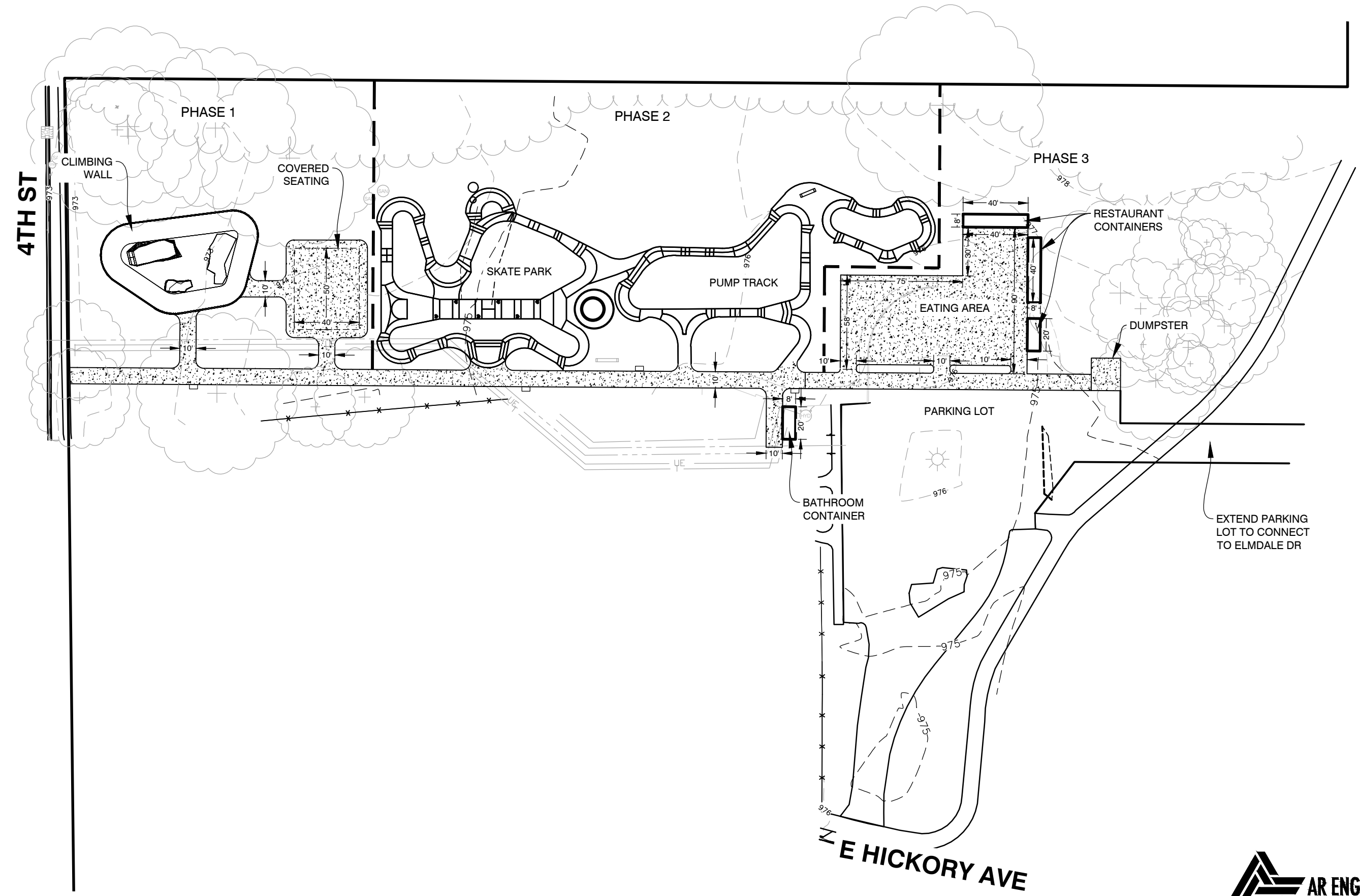
Approval of a Memorandum of Understanding with Movement Jackson LLC for the Funding and Construction of Boulder installations, Skate Park, Pump Track, and Public Gathering Areas at Ella Sharp Park.

ATTACHMENTS

1. Full Design of Movement @ Ella Park_10-24-25-PHASE 3
2. MEMORANDUM OF UNDERSTANDING - Movement at Ella Sharp Park Final_111825



MOVEMENT @ ELLA PARK
PHASE 3
10/23/2025



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memo”) entered into on this _____ day of _____, 2026 is an agreement between **City of Jackson**, a Michigan municipal corporation, of 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter referred to as the “City”) and **Movement Jackson, LLC**, a Michigan limited liability company, of 1955 Trinity Lane, Jackson, Michigan 49201 (hereinafter referred to as “Movement”), regarding the construction, management and maintenance of a skate park, bouldering park and restaurant container hub (hereinafter referred to as the “Project”):

1. City will provide to Movement the location for the Project within Ella Sharp Park in Jackson, Michigan. Attached hereto and made a part hereof is a sketch of the location for the Project.

In addition to the location, City will provide the following:

- Survey of the site;
 - Boring samples as required for construction; and
 - Area enhancements including parking, lighting, public restrooms and the necessary trail/footpath connections into the current system. Such enhancements shall be made in the City’s sole discretion.
2. Movement will construct the Project starting in 2026 and continuing through December 31, 2028. Movement may request a reasonable extension of time of up to six (6) additional months if substantial progress is being made toward completion of construction of the Project which extension shall be confirmed by the City, in writing. Project completion shall be determined by the City’s Chief Building Official. The Project shall consist of the following phases as outlined in this Memo:
 - i. Three (3) boulder installations (1 for children, 1 for beginners and 1 for intermediate users).
 - ii. A 15,000 to 20,000 square foot skate park and pump track.
 - iii. A public gathering place with three (3) restaurant containers and/or truck pads. This phase will require an individual stage gate, which shall require formal approval by the Jackson City Council to authorize the final footprint design submitted to and reviewed by City staff and any other local agencies having jurisdiction, after phase ii breaks ground.
 3. Movement will conduct fundraising, accept donations and seek grants with the assistance of the City to cover the costs of the construction of the Project.
 4. Movement shall be responsible for the management of the Project during construction; hiring of all contractors/subcontractors performing work on the Project; and shall require that the City is added as a named additional insured to any policy of liability insurance required by any

contractor working on the Project in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

5. Once each phase of the construction of the Project is complete, the City will assume ownership of, fund, and be responsible for the management and maintenance of the installations and public gathering areas.
6. City agrees to the following restrictions relative to the management and maintenance of the Project:
 - i. The Project will be open to the public on a year round basis dependent on weather;
 - ii. The Project will be open to the public with hours identical to the hours of Ella Sharp Park;
 - iii. The Project will remain open to the public in perpetuity;
7. To the extent authorized under Michigan law, Movement will be held harmless and indemnified by City for any liability that may arise as a result of the Project or the use of the Project by the public, other than through the sole negligence of Movement, once the respective installations for each Phase are completed and dedicated to the City.
8. This Memo contains the entire understanding of the Parties, and no other representations, commitments or promises have been made that are inconsistent with this Memo.
9. This Memo shall be binding upon the respective heirs, personal representatives, successors and assignees hereto.
10. Neither party may assign its interest in this Memo without the prior express written consent of the other party.
11. This Memo shall be governed by and construed and interpreted in accordance with the laws of the State of Michigan.
12. Venue for any disputes under this Memo shall lie in Jackson County, Michigan.
13. If any provision of this Memo conflicts with any statute or rule in the State of Michigan or is otherwise unenforceable for any reason, that provision shall be deemed severable from this Memo, as the case may be, and it shall not invalidate any other provisions of this Memo.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

City of Jackson

By: Jonathan Greene
Its: City Manager

Dated: _____

Movement Jackson, LLC

By:
Its: _____

Dated: _____



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: January 27, 2026

SUBJECT: Sale of City-Owned Property — 751 Tomlinson
Approve the sale of City-owned property located at 751 Tomlinson Street to AgriCon, LLC

Recommendation:

Approve the sale of City-owned property located at 751 Tomlinson Street, Jackson, MI 49203 (Parcel # 6-130600000) 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.

Approve the sale of City-owned property to AgriCon, LLC for the construction of a new single-family home.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of City-owned property located at 751 Tomlinson Street, Jackson, MI 49203 (Parcel # 6-130600000) 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.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: January 27, 2026

RECOMMENDATION: Approve the sale of City-owned property located at 751 Tomlinson Street, Jackson, MI 49203 (Parcel # 6-130600000) 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.

ISSUE STATEMENT

The City currently owns numerous vacant residential lots. AgriCon, LLC would like to construct a new single-family home on one of those lots. The parcel will be sold for the sum of \$300. AgriCon, LLC has already completed construction of numerous single-family homes in the City, and they have a proven track-record of success.

DESCRIBE THE CONSEQUENCES

The City of Jackson is facing a housing shortage. The recently commissioned Guidehouse Housing Strategy and Policy Framework (March 2023) indicated the need to rehabilitate 3,000 existing units and construct 1,500 new units, all within a ten-year period. City staff are currently working with various builders/developers for the construction of various single and multi-family units throughout the City. New residential development will bring growth and stability to the neighborhood, and additional tax revenue to the City of Jackson and related taxing authorities.

OWNERSHIP

Staff from the Community Development Department are working diligently on numerous single and multi-family residential projects, all with the goal of providing safe, affordable, and top-quality housing for current and future Jackson residents. The City's Public Works Department is assisting with infrastructure installation, and the City's Assessing Department is assisting with splits/combinations for buildable parcels.

SOLUTION

City Council should approve the sale of this City-owned parcel, for the construction of a new single-family home.

FACILITATE IMPLEMENTATION

City Council should approve the sale of City-owned property located at 751 Tomlinson Street, Jackson, MI 49203 (Parcel # 6-130600000) 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.

ATTACHMENTS

1. 751 Tomlinson QC Deed (Bassett)
2. Tony Bassett DO (751 Tomlinson)

QUIT CLAIM DEED

Grantor, City of Jackson, a Michigan municipal corporation, whose address is 161 W. Michigan Ave., Jackson, Michigan 49201, hereby quit claims to **AgriCon LLC**, a Michigan Limited Liability Company, whose address is 2332 Cortland Blvd. Jackson, MI 49203, the following described premises situated in the City of Jackson, County of Jackson, State of Michigan:

LOT 25, BLOCK 3, CARR’S EAST ADDITION

Commonly known as: 751 TOMLINSON STREET, JACKSON, MICHIGAN 49203
Tax Parcel No. 6-130600000

for the sum of THREE HUNDRED and 00/100 Dollars (\$300.00), subject to all easements, reservations and building and use restrictions of record and subject to such liens and encumbrances as may have attached or accrued through the acts or omissions of person(s) other than the Grantor and subject to the lien of taxes not yet due and payable.

This conveyance is exempt from transfer tax in accordance with MCL §207.526(h) and MCL §207.505(h).

Dated this _____ day of _____, 2026.

SIGNED BY: THE CITY OF JACKSON

By: _____
Jonathan Greene
Its: City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2026, by Jonathan Greene, the City Manager of the City of Jackson.

Notary Public
_____, County, Michigan
My commission expires: _____

When recorded return to Grantee at: AgriCon LLC 2332 Cortland Blvd. Jackson, Michigan 49203	Send Subsequent Tax Bills to Grantee at: 2332 Cortland Blvd. Jackson, Michigan 49203	This instrument prepared without opinion by: Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201
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**PROPERTY TRANSFER AND
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and the AgriCon LLC., a Michigan Limited Liability Company ("Developer"), whose principal address is 2332 Cortland Blvd., Jackson, Michigan 49203.

WITNESSETH:

WHEREAS, Developer seeks to acquire a vacant parcel owned by the City for the purpose of building single family homes;

WHEREAS, the vacant parcel (collectively referred to as the "Property"), is located in the City of Jackson, County of Jackson, and is more particularly described as:

LOT 25, BLOCK 3, CARR'S EAST ADDITION

Commonly known as: 751 TOMLINSON STREET, JACKSON, MICHIGAN 49203
Tax Parcel No. 6-130600000

WHEREAS, the parties desire to ensure that the construction of one (1) single-family home will take place, and set forth the terms of this Agreement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, THREE HUNDRED DOLLARS and 00/100 (\$300.00) for the Property in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, this Agreement is being entered into between the parties to transfer the Property and establish requirements on Developer to develop the Property as described herein. This Agreement establishes that Developer will release its rights and transfer the Property back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

WHEREAS, City is agreeable to this request, on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. TRANSFER OF PROPERTY. City agrees to sell and Developer agrees to purchase the Property subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Property may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.
3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.
4. POSSESSION. Developer shall be entitled to possession of the Property upon the close of the sale.
5. CONDITION OF THE PROPERTY. Developer acknowledges and agrees that the Property are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Property. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.
6. DEVELOPMENT CRITERIA.
 - A. CODE COMPLIANCE. If and when Developer obtains title, it will construct a single-family home in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
 - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.
 - C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct a single-family structures on the Property.
 - D. SPECIFIC DEVELOPMENT CRITERIA.

- i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.
- ii. Developer must comply with the following if and when Developer obtains title to the Property:
 - a). Commencement of Development must occur within six (6) months from the date of execution of this Agreement;
 - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
 - c). Completion of Development for the Property must occur within twelve (12) months from the date of execution of this Agreement;
- iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Property prior to transfer of deed.
- iv. Should another interested party desire to purchase and develop the agreed-upon lots contained and referenced in this agreement (per a written request submitted to the City and/or Developer), beginning six (6) months after the execution of this agreement, Developer shall have thirty (30) days to exercise its right-of-first-refusal and either:
 - a). Commence construction on the lot(s) in question, or;
 - b). Transfer ownership of said lot(s) to the City of Jackson through a quit claim deed

- E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
 - F. CITY'S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Property, after closing the City agrees to provide the necessary extension of the public water line from the street to the City stop box (at sidewalk); sewer tap and lead stub from the street to the property line (back of City sidewalk); any required curb cuts from the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing.
7. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.
8. REVERSION OF PROPERTY TO THE CITY. The Property shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:
- (a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;
 - (b). A default occurs as described in Paragraph 7;
 - (c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or

(d). Developer uses the Property, for any length of time, for any use other than residential.

If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.

9. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Property, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.
10. FORCE MAJEURE: Neither City or Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or deadline is prevented by an act of God, fire, or vandalism, and either party may request in writing an extension of any applicable deadline.
11. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.
12. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
13. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and

obligations under this Agreement to an affiliated or related entity, without the consent of the City.

15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called “Notices”) required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the City, to: City of Jackson
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Manager

With a copy to: City Attorney’s Office
161 West Michigan Avenue
Jackson, Michigan 49201
Attn: City Attorney

If to Developer, to: AgriCon LLC
2332 Cortland Blvd.
Jackson, Michigan 49203
Attn: Anthony Bassett

16. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively “the City”) from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer’s negligence, City’s negligence, Developer’s and City’s combined negligence, or otherwise; provided,

however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence.

17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2026.

THE CITY OF JACKSON

By _____
Jonathan Greene
City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Jackson County, Michigan
My commission expires _____

DEVELOPER

AgriCon LLC,
a Michigan Limited Liability Company

By: Anthony Bassett
Its: Owner

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2026, by Anthony Bassett, Owner of AgriCon LLC., a Michigan Limited Liability Company on behalf of the company.

_____, Notary Public
Jackson County, Michigan
My commission expires _____