



AGENDA - CITY COUNCIL

Tuesday, April 21, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by First Ward Councilmember Arlene Robinson.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Arbor Day Proclamation

B. Workers Memorial Day Proclamation

6. PUBLIC HEARINGS.

A. Presentation and Public Hearing for East Side Commerce Corridor

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

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

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

- B. Appointment to Election Commission

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

- C. Resignation from the Racial Equity Commission

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

- D. Resignation from the Youth Council

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

- E. Resignation from the Human Relations Commission

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

- F. Special Event Application: Charcuterie Board Walk

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

- G. Special Event Application: Police Officer Memorial

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

- H. Special Event Application: Memorial Day Procession and Ceremony

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

9. OTHER BUSINESS.

- A. East Side Economic Development Update

10. NEW BUSINESS.

- A. Napoleon Transmission Main Study Engineering Contract — Amendment 1

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

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

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

- C. 2026-2027 Annual Action Plan

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

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

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

- E. Sale of City-owned property — 755, 757 Tomlinson Street

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

- F. Hazardous Tree Removal Program Contract - Change Order 2

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

G. Private Lawn Mowing Contract

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

H. Resolution — Drinking Water State Revolving Fund (DWSRF) Phase 3 Lead Service Line Replacements Contract

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

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

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

J. Resolution — 'No Mow May'

Approve the resolution for “No Mow May” from May 1, 2026 until May 31, 2026 in the City of Jackson.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

A Proclamation Honoring Arbor Day in the City of Jackson

WHEREAS, in 1872, the Nebraska Board of Agriculture established the first Arbor Day which was celebrated with the planting of more than one million trees, beginning a tradition now observed throughout the nation and the world; and

WHEREAS, the State of Michigan recognizes Arbor Day as an annual celebration dedicated to honoring trees and their contributions to environmental health, community well-being, and quality of life, celebrated in 2026 on Friday, April 24; and

WHEREAS, trees play an essential role in reducing stormwater runoff, improving water and air quality, moderating temperatures, lowering energy costs, and providing habitat for wildlife, while also offering beauty and spiritual renewal to residents and visitors alike; and

WHEREAS, the City of Jackson values its urban forest and supports community efforts to preserve, maintain, and expand tree canopy coverage, recognizing that trees enhance property values, strengthen the economic vitality of business districts, and beautify neighborhoods; and

WHEREAS, the City of Jackson in consultation with the Environmental Commission has recently conducted a tree canopy survey and established a tree plan to guide future planting and stewardship efforts toward supporting ecological diversity, increasing tree health, and attaining Tree City USA status; and

WHEREAS, Arbor Day reflects the City's commitment to sustainability, environmental stewardship, and long-term community resilience, aligning with statewide initiatives that encourage tree planting, education, and public participation in caring for Michigan's natural resources; and

WHEREAS, the City of Jackson encourages residents, schools, organizations, and businesses to participate in tree-planting activities, educational programs, park cleanups, and other community events that celebrate and nurture our shared natural environment, echoing the DNR's invitation for communities to host Arbor Day celebrations across Michigan;

NOW, THEREFORE, I, Daniel J. Mahoney, Mayor of the City of Jackson, do hereby proclaim the City of Jackson's commitment to celebrating and honoring Arbor Day on Friday, April 24, 2026, and urge all residents to join us in celebrating Arbor Day and to support efforts to plant, protect, and care for trees—both for the benefit of today's community and for generations to come.

IN WITNESS WHEREOF, I have hereunto set my
Hand and caused the Seal of the City of Jackson,
Michigan to be affixed on this 21st day of
April, 2026.

Daniel J. Mahoney, Mayor

PROCLAMATION

Recognizing April 28, 2026 as Workers Memorial Day in the City of Jackson

WHEREAS, Workers Memorial Day is observed each year on April 28 to honor workers who have been killed, injured, disabled, or made ill on the job; and

WHEREAS, this day of remembrance also serves as a call to action to strengthen workplace safety and prevent future tragedies in every profession and industry; and

WHEREAS, the City of Jackson recognizes the dignity of work and the essential contributions of workers across our community, including those in manufacturing, construction, public safety, public works, health care, education, transportation, retail, service industries, and the public sector; and

WHEREAS, behind every workplace injury or fatality is a family, a co-worker, a friend, and a community that carries the loss; and

WHEREAS, according to the State of Michigan's 2026 Workers Memorial Day proclamation, the U.S. Bureau of Labor Statistics estimated 5,070 fatal work injuries nationwide in 2024, including 152 workplace fatalities in Michigan; and

WHEREAS, the City of Jackson supports continued efforts to promote safe workplaces, strong training standards, responsible enforcement, and a culture in which every worker can return home safely at the end of the day; and

WHEREAS, it is fitting that the City pause to remember those whose lives were lost or forever changed because of workplace incidents and occupational illness, and to recommit ourselves to protecting the health, safety, and well-being of all workers;

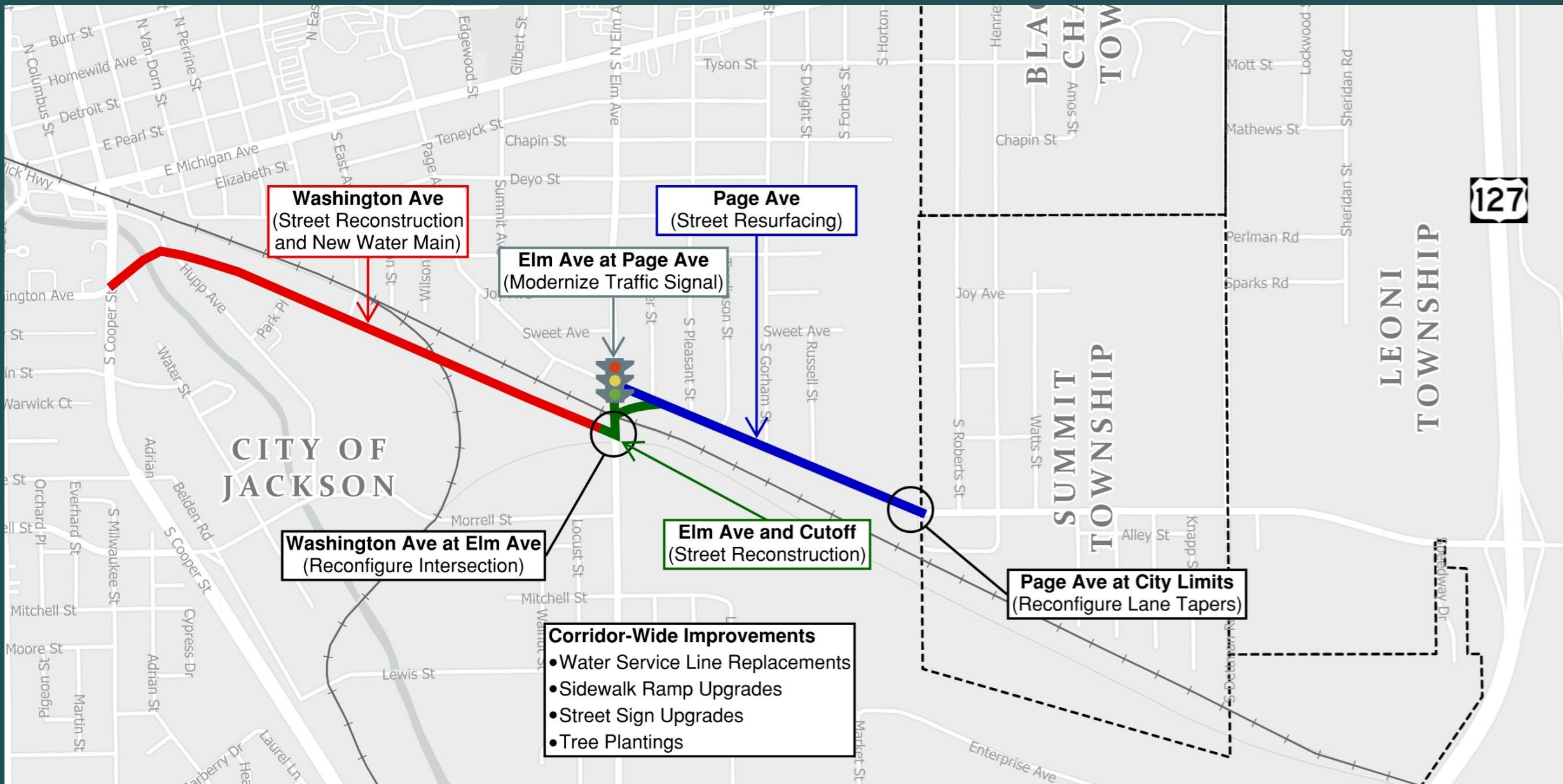
NOW, THEREFORE, I, Daniel Mahoney, Mayor of the City of Jackson, Michigan, do hereby proclaim **April 28, 2026, as Workers Memorial Day in the City of Jackson**, and encourage residents, employers, labor organizations, and community partners to join in remembering those we have lost and renewing our commitment to safer workplaces for all.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Seal of the City of Jackson, Michigan to be affixed on this 21st day of April, 2026.

Daniel J. Mahoney, Mayor

East Side Commerce Corridor

- Washington, Cooper to Elm
- Elm, Washington to Page
- Page, Elm to East City Limits



Corridor Overview

Page Ave

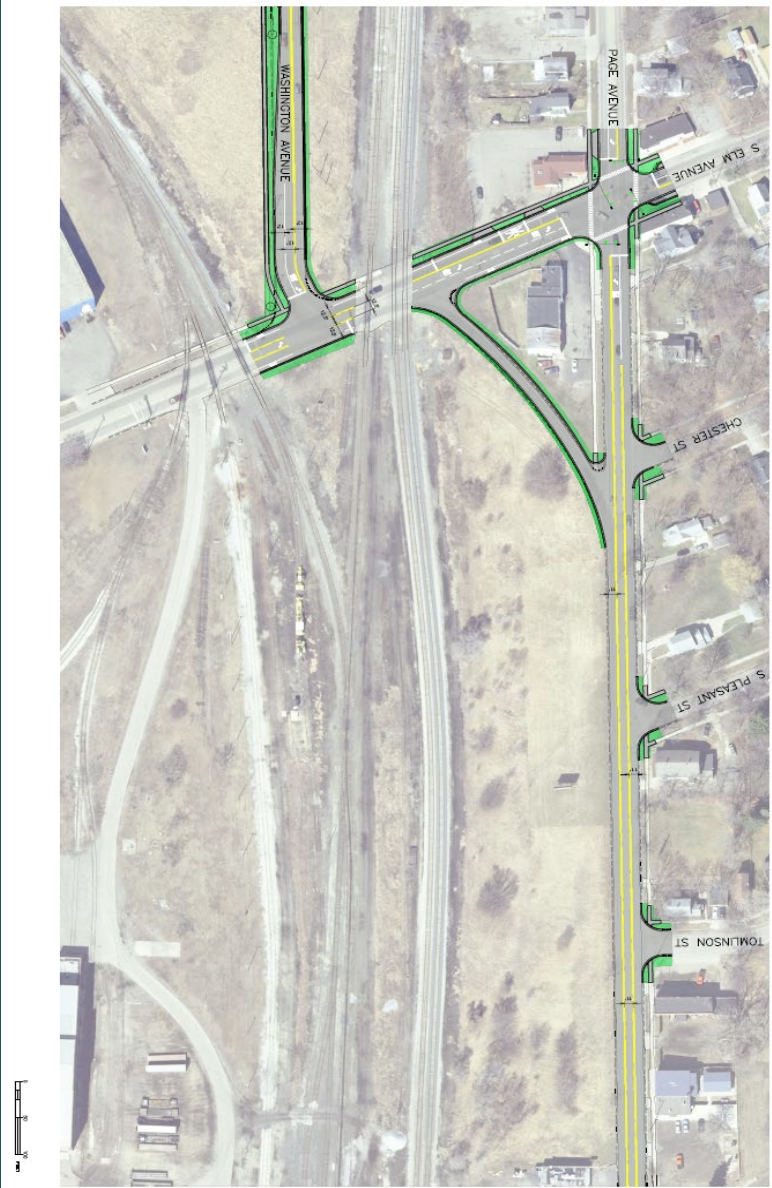
- Reconstructed in 1995
- Current condition= fair (6)
- Avg. Daily Traffic=10,800 vehicles

Elm Ave

- Milled and repaved in 2003
- Current condition= poor (3)

East Washington

- Reconstructed in 1996
- Current condition= poor (2)
- Average Daily Traffic= 3,800 vehicles



Proposed Construction

- ▶ Page: Mill and Repave
- ▶ Washington:
 - ▶ Full depth pavement reconstruction and new curbs
 - ▶ Standardize lane configuration
 - ▶ Consistent 2 lanes throughout
 - ▶ Widened lanes
 - ▶ Replace water main
- ▶ Page & Elm: Reconstruct signal with mast arm configuration
- ▶ Project wide: Plant trees, sidewalk ramp upgrades, sidewalk repairs

Project Funding

\$3,995,275- Federal Raise Grant

\$1,272,114- City Match and Engineering Costs*

\$5,367,389 Total

*City costs to be paid for by assessments & major street funds

Progress to Date

February 2024: Original Grant Application

June 2024: Denial with “Project of Merit” designation

November 2024: Grant Application Resubmittal

January 2025: Grant Award

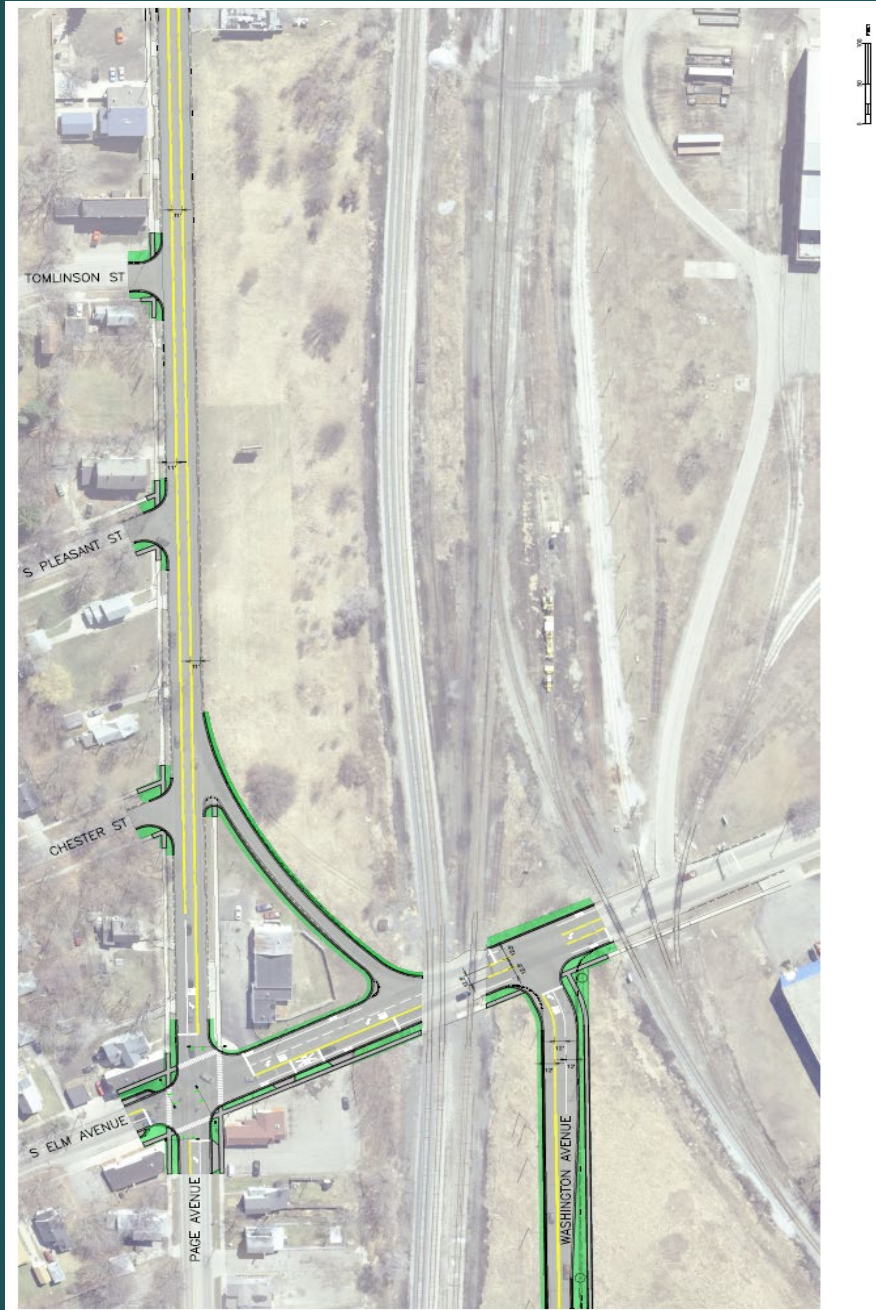
May 2025: Consulting Engineer Contract Award

Preconstruction Schedule

- May 2025: Approval of 3- party agreement between FHWA, MDOT and the City
- August 2025: Hold public hearing of necessity
- August 2025: Replace Lead Service Lines
- October 2025: Submit final plans for MDOT
- December 2025: Bid Opening
- January 2026: Confirm Assessment Roles
- January 2026: Approve Construction Contract



Construction Schedule



2027: Page Ave & Elm mill and repave
(E Michigan Ave will be the detour route)
Traffic signal base installations

2028: East Washington Reconstruction
E Michigan Ave repave by MDOT (Page
Ave will be the detour route)



CITY COUNCIL MEETING MINUTES

April 7, 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 Mayor Mahoney.

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Police Chief Chris Simpson, Director of Community Development Shane LaPorte, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. Public Hearing to Receive Citizen Comments for the City's proposed Substantial Amendment #1 to the 2025-2026 Annual Action Plan

Motion was made by Councilmember Hunt, seconded by Councilmember Wood to conduct a public hearing to receive citizen comments for the City's proposed Substantial Amendment #1 to the 2025-2026 Annual Action Plan for the reallocation of Home Investment Partnership Program. Vote was done by voice with all in favor. Motion carried.

Citizen comments was offered and a correspondence was distributed to Council.

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

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the regular meeting of the Jackson City Council on March 24, 2026

Approve the proposed minutes from the Regular Meeting of the Jackson City Council on March 24, 2026

B. City of Jackson, Michigan Financial Statements for the Eight Months Ended February, 28, 2026.

C. Special Event Application: Hot Air Jubilee

Approve a request from the Jackson Hot Air Jubilee to host the Hot Air Jubilee July 17-19, at Ella Sharp Park.

D. Special Event Application: Ride of Silence

Approve a request from the Cascades Cycling Club of Jackson to host the Ride of Silence on May 20, 2026, in downtown Jackson.

E. Special Event Application: National Night Out

Approve a request from the City of Jackson Police Department to host the National Night Out on August 4, 2026, at Jackson Boos Recreation Center in Jackson.

F. Special Event Application: City of Jackson Police Department 2026 Summer Series

Approve a request from the City of Jackson Police Department to host the City of Jackson Police Department 2026 Summer Series, in Jackson.

G. Special Event Application: Jackson Catholic Corpus Christi Procession

Approve a request from the Queen of the Miraculous Medal Catholic Church to host the Jackson Catholic Corpus Christi Procession on June 7, 2026, in downtown Jackson.

H. Special Event Application: Crafts & Market at the Cascades

Approve a request from Jackson County Parks to host the Crafts & Market at the Cascades on June 27, 2026, at Sparks Foundation County Park.

I. I. Special Event Application: Men's Health Fair-Community Fair

Approve a request from Quest South East Jackson Lions Club to host the Men's Health Fair-Community Fair on May 17, 2026, in Jackson.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. 2026 Construction Season Prime Supplier Designation -hot mix asphalt

Recommendation: *Approve for the Department of Public Works to designate Michigan Paving & Materials of Monroe, Michigan, as the prime supplier of hot mix asphalt for the 2026 construction season and purchase an estimated 2,000 tons at a cost of \$142,000.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the Department of Public Works to designate Michigan Paving & Materials of Monroe, Michigan, as the prime supplier of hot mix asphalt for the 2026 construction season and purchase an estimated 2,000 tons at a cost of \$142,000.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. 2025-2026 Annual Action Plan -Substantial Amendment #1

Recommendation: *Approve Substantial Amendment #1 to the 2025-2026 Annual Action Plan for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development (HUD).*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve Substantial Amendment #1 to the 2025-2026 Annual Action Plan for the reallocation of HOME funds, adopt the resolution to amend the appropriate budget, and approve submission of the Substantial Amendment to the Department of Housing and Urban Development. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

C. Contract Renewal - City Owned Lot Mowing Parts A & B and Grounds Maintenance Contracts

Recommendation: *Approve the renewal of the City Owned Lot Mowing Parts A & B and Grounds Maintenance Contracts with Elysian Landscape & Flatwork LLC. Elysian Landscape & Flatwork LLC successfully performed the services for these contracts in 2025.*

Motion was made by Councilmember Gunn, seconded by Councilmember Hunt to approve the renewal of the City Owned Lot Mowing Parts A & B and Grounds Maintenance Contracts with Elysian Landscape & Flatwork, LLC. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

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

MANAGER’S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Wood. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 7:06 p.m.

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: April 21, 2026
SUBJECT: Appointment to Election Commission

RECOMMENDATION:

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

In accordance with City Charter Sec. 6.8, consists of Clerk, Attorney, Assessor and two citizen members appointed by the Mayor subject to Council confirmation for four-year terms.

I am, therefore recommending the appointment of Bridget Simone to the Election Commission, for a four-year term, beginning immediately and ending on December 31, 2029.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com
To: [Lisa Moutinho](#)
Subject: Online Form Submittal: City of Jackson Board/Commission Application
Date: Thursday, April 9, 2026 11:36:43 AM

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Bridget
Last Name	Simone
Address	509 N Elm Ave
City	Jackson
State	MI
Zip	49202
Phone Number	517-315-6057
Email	simone.b@sbcglobal.net
Last four digits of Social Security Number	ok 4-9-26
Occupation	Member Center Manager
Describe your community involvement.	In my position as Member Center Manager, I have the opportunity to work with various non-profits organizations and schools providing financial services and education. I am a former President and current Board Member of the Jackson Rotary Club and the Chair for the Chamber of Commerce's Ambassador Group. I am a lifelong resident of the city of Jackson.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes
If you answered "No" where do you reside?	Field not completed.
If you answered "Yes" how long have you	47 years

been a City resident?

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>

Election Commission

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 have prior experience assisting with the elections and overseeing a precinct and am passionate about our community and supporting our city and its residents.

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

Bridget A Simone

Date of Submission

04/09/2026

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

----- Forwarded Message -----

Subject:Resignation from the Racial Equity Commission

Date:Fri, 6 Mar 2026 14:56:14 -0500

From:Leticia Albarran <lalbarran08@gmail.com>

To:Ms. Kesha Hamilton <keshahamilton46@gmail.com>, D.R. Hammontree
<drhjxn@gmail.com>

Hi Kesha and Dave,

I hope you are both doing well. I am writing to share that I will be formally stepping down from my role on the Racial Equity Commission.

Due to several recent circumstances and a shift in my current capacity, I am unfortunately unable to dedicate the time and energy that the role deserves at this time. Out of respect for the commission and its work, I feel it is best for me to step aside so that the position can be filled by someone who is able to fully engage in the responsibilities.

Serving on the commission has been an impactful experience for me and I have valued the group and being part of the important conversations and initiatives centered around advancing equity in our community. It has been a commission I have genuinely valued being a part of.

While I need to step away for now, I sincerely hope to potentially reapply and return in the future when my capacity allows, as this is a space and mission that I deeply respect.

Thank you both for your leadership and for the opportunity to serve alongside you!

All my best,

Leticia Albarran, MSW

From: **Sarah Beadenkopf** <beadsara45@gmail.com>

Date: Wed, Apr 8, 2026 at 8:49 PM

Subject: Resignation

To: <Nacoyad@gmail.com>

Hi Nacoya, this is Josiah Reditt,

I am just writing this email to inform you about my resignation from the Jackson city youth Council. Thank you for the opportunity.

Sincerely,

Josiah Reditt.

From: Nicole Hughes <hughesn@cooley.edu>
Sent: Wednesday, April 15, 2026 4:34 PM
To: Doria LaPorte <dlaporte@cityofjackson.org>
Cc: James Johnson Jr. (jjohnsonjr@ibew252.org) <jjohnsonjr@ibew252.org>
Subject: Re: HRC Meeting April 15, 2026

Good afternoon,

Yes, thank you. I will be there, but it will be to thank the commission for the opportunity and express my intention of reapplying after the November election. I will see the commission tonight.

Thank you,

Nicole



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: Special Event Application: Charcuterie Board Walk

Recommendation:

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

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 21, 2026

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

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. SEA-Charcuterie Boardwalk 2026



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

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: **Charcuterie Boardwalk 2026**

Sponsoring Organization Legal Name : **Jackson Downtown Development Authority**

Street Address : **161 W. Michigan Ave, 5th Floor**

Tax ID# : **38-60044701**

Website : **www.jacksondda.org**

Contact Name 1 : **Beth Kuiper**

Email: **jacksondda@cityofjackson.org**

Phone: **517-768-6410**

Contact Name 2 : **Melissa Evans**

Email: **mevans@cityofjackson.org**

Phone: **517-768-6411**

Contact Name/Phone# During Event: **Beth Kuiper**

Event Details

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

May 14, 2026

N/A

4pm

8pm

Has this event occurred before? ☒ Yes

No

If yes, how many previous years?

2

What is the expected attendance? **150**

Do you expect to do this event next year?

☒ Yes

No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*

☒ Other

Retailer and Restaurant Charcuterie Walk

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



Description of Event

This description will be posted on the Special Events Calendar

Participants will begin at the Bella Notte Ristorante, where they'll receive a map of participating establishments, before exploring local retailers, restaurants, pop-ups, and special entertainment using downtown sidewalks to gather delicious meats, cheeses, and accompaniments at each stop.



Event Location

Please include the location on the map

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ MLK Equality Trail

☐ TRUE City Square Stage

☐ Grand River Farmers Market Pavilion

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



Other Location



Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:



Bathroom Plan

Please include bathroom locations on the map

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

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

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

Additional Notes:

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



Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? ****All electrical lines MUST be properly covered to minimize tripping hazards****

Will you have food trucks?

Please add food truck names and locations on the map.

If yes, how many food trucks do you anticipate?

Using generators?

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

If yes, how many?

Will you have Vendors/ Other food on site?

If yes, how many?

Using generators?

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

If yes, how many?

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

If yes, what?

Using generators?

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

If yes, how many?

Other electrical power needed?

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water? If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks? **If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

Police Department: Do you require police assistance? If yes, please explain:

Alcohol Sales: **If yes, attach liquor license and liquor liability insurance* ****In the process of obtaining a liquor license through the MLCC.**

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

Insurance *Please request the following documentation from your insurance carrier.*

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

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

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

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

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

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

***Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

Special Event Application Policy

Additional charges may incur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

Special Event Application

Certification and Signature

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

Signature: **Beth Kuiper**

Date: **4/2/26**



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: Special Event Application: Police Officer Memorial

Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Police Officer Memorial.

I recommend approval of the Special Event Application for the Police Officer Memorial. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 21, 2026

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

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Use of Horace Blackman Park, Hayes Court closure

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

- 1. SEA-Police Officer Memorial



By: **M.Evans** Date: **3/26/26**
Fee Rec: Date:
Cash: Check #:
Approved through City Council
Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: **Police Officer Memorial**

Sponsoring Organization Legal Name : **Jackson Police Department**

Street Address : **216 E. Washington Ave.**

Tax ID# :

Website :

Contact Name 1 : **Mike Klimmer**

Email: **mklimmer@cityofjackson.org**

Phone: **(517)768-8752**

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event: **same as above**

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 6th 2026	08:00	12:00	13:00	14:00

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? **13**

What is the expected attendance? **300-400** Do you expect to do this event next year? ☒ Yes ☐ No

Type of Event Please check all that apply

Description of Event

This description will be posted on the Special Events Calendar

026
Fallen Officer Police Memorial

Event Location

Please include the location on the map

X

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

Other Location

Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: Hayes Ct.	Cross Street 1: W. Michigan Ave.	Cross Street 2: Pearl St.
Closure Start Date: 5/6/2025	Time: 08:00	Closure End Date: 5/6/2026
		Time: 14:00
Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure End Date:
		Time:
Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure End Date:
		Time:
Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure End Date:
		Time:
Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure End Date:
		Time:
Street Name:	Cross Street 1:	Cross Street 2:
Closure Start Date:	Time:	Closure End Date:
		Time:

Bathroom Plan

Please include bathroom locations on the map

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

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

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



Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:



Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? ☒ Yes

No

****All electrical lines MUST be properly covered to minimize tripping hazards ****

Will you have food trucks?

Please add food truck names and locations on the map.

Yes



No

If yes, how many food trucks do you anticipate?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes



No

If yes, how many?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

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

Yes



No

If yes, what?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

Other electrical power needed?



Yes

No

If yes, what?

Power to the stage

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes



No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to have fireworks?

Yes



No

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

Police Department: Do you require police assistance?

Yes



No

If yes, please explain:

Alcohol Sales:

Yes



No

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

Cannabis Consumption Area:

Yes



No

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

Insurance *Please request the following documentation from your insurance carrier.*

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

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

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

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

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

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

This is a City of Jackson Sponsored Event

Special Event Application Policy

Additional charges may incur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

Special Event Application

Certification and Signature

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



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

SUBJECT: Special Event Application: Memorial Day Procession and Ceremony

Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Memorial Day Procession and Ceremony.

I recommend approval of the Special Event Application for the Memorial Day Procession and Ceremony. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 21, 2026

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

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$225.00
Public Works	X		\$900.00
	TOTAL		\$1125.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, Jackson Police Department assistance, us of Mt. Evergreen Cemetary, 15 foot stage, and Fire Department assistance with flag.

OWNERSHIP

Insurance Status: Approval is contingent upon receipt of a signed Hold Harmless/Indemnification Form.

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

- 1. Memorial Day Procession & Ceremony



By: <u>M. Evans</u>	Date: <u>3/23/26</u>
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

☒ Insurance documentation for sponsoring organization

Waived by City

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

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

☐ Cannabis Consumption Area License and Liability Insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: MEMORIAL DAY PROCESSION AND CEREMONY

Sponsoring Organization Legal Name : Jackson County Veteran Council

Street Address : c/o Post 29 3200 Lansing Ave, Jackson, MI 49202

Tax ID# : N/A

Website : david_welihan@hotmail.com

Contact Name 1 : DAVID WELIHAN

Email: david_welihan@hotmail.com

Phone: 517-960-9268

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event: DAVID WELIHAN 517-960-9268

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>MAY 25, 2026</u>	<u>9:00 AM</u>	<u>10:00 AM</u>	<u>12:00 PM</u>	<u>12:00 PM</u>
Has this event occurred before?	<u>Yes</u>	No	If yes, how many previous years?	<u>90+</u>
What is the expected attendance?	<u>80+</u>	Do you expect to do this event next year?	<u>Yes</u>	No

Type of Event Please check all that apply

Festival

☒ March/Parade

Walk/Run*

Other

Ceremony at Cemetery

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

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

MARCH FROM Michigan Ave South on Jackson St to Greenwood South to Rockwell, east to cemetery entrance. March starts at 10:00 am.

Event Location Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

*requires Ella Sharp Board approval

Other Location

Mt Evergreen Cemetery @ Rockwell entrance

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

Street Name: Cortland Cross Street 1: Cross Street 2: Biddle
Closure Start Date: as Procession Time: Passer Closure End Date: Time: Morrell

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

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

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

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

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

Bathroom Plan Please include bathroom locations on the map

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

NONE

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

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

Additional Notes:

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

Waste Management Plan

Please include garbage locations on the map

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

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

Council will police area

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

David Welihan

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

There will be trash left on grounds

Other City Resource Requests

*Include all extra resources on map

Electrical Power: Do you need electrical power?

Yes

No

****All electrical lines MUST be properly covered to minimize tripping hazards****

If yes, what?

Will you have food trucks?

Please add food truck names and locations on the map.

Yes

☒ No

If yes, how many food trucks do you anticipate?

Using generators?

Yes

☒ No

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

Yes

☒ No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes

☒ No

If yes, how many?

Using generators?

Yes

☒ No

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

Yes

☒ No

If yes, how many?

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

Yes

☒ No

If yes, what?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

Other electrical power needed?

Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes

☒ No

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

Police Department: Do you require police assistance?

☒ Yes

No

If yes, please explain:

Lead Procession, road guards at intersections

Alcohol Sales:

Yes

☒ No

*If yes, attach liquor license and liquor liability insurance

Cannabis Consumption Area:

Yes

☒ No

*If yes, attach Cannabis Consumption License and liability insurance

Other Requests:

Traffic Cones How many?

☒

15 foot Mobile Stage

25 foot Mobile Stage

Other

Large US Flag (30x60) over route by Fire Dept (NOT TO INTERFERE WITH EMERGENCY)

Other

Required Attachments for Application Processing

☐ **Insurance** Please request the following documentation from your insurance carrier.

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

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

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

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

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

Additional Comments:

**Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.*

Special Event Application Policy

Additional charges may incur if policies are broken.

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
 - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
 - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
 - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

Special Event Application

Certification and Signature

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

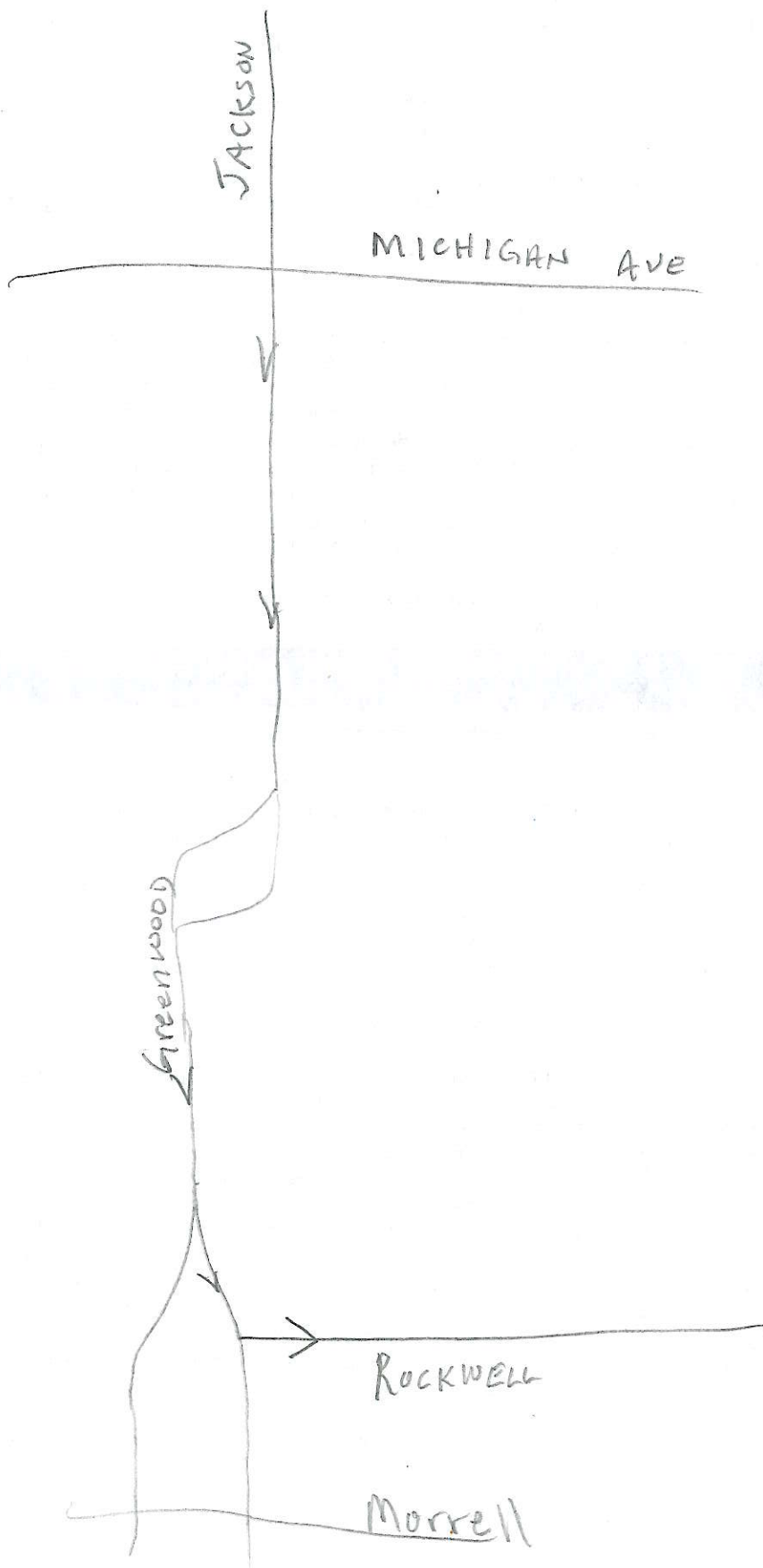
Signature:

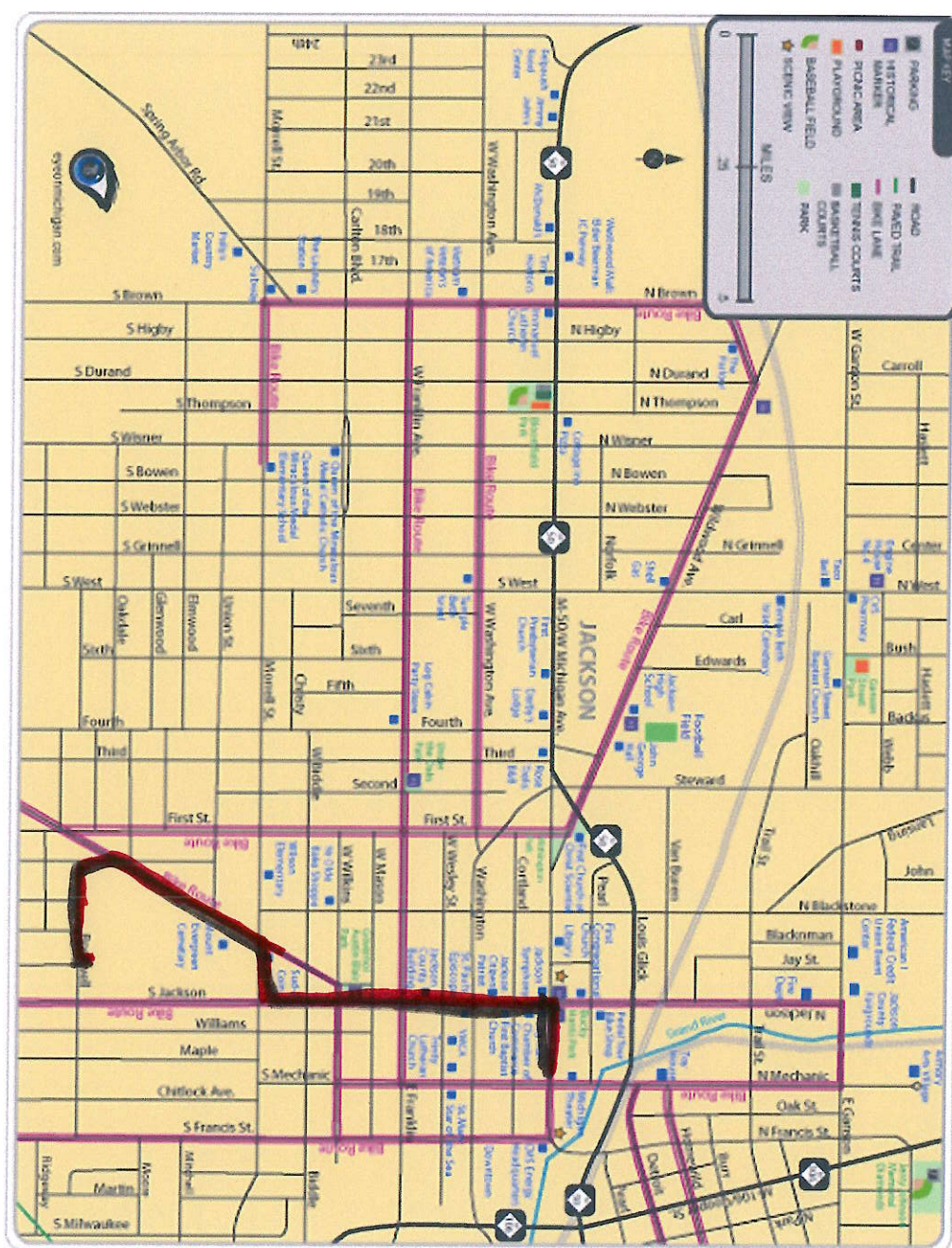


Date:

MARCH 17, 2026

N ↑



Map from 2025 Memorial Day Procession and Ceremony

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: Amendment 1 of the Napoleon Transmission Main Study Engineering contract

RECOMMENDATION:

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

Attached is a report from Troy White, City Engineer regarding a contract award for the above referenced project.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: April 21, 2026

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

ISSUE STATEMENT

The preliminary engineering study of the most appropriate route, pipe size and pumping requirements for a transmission water main to Napoleon needs to be expanded to consider a High Street to South Street to M-50 route. The subject contract amendment will add the costs for these services to the current contract with Fishbeck. The services include:

- geotechnical investigation for soil conditions
- hydraulic analysis for pipe sizing
- analysis of environmental challenges and permitting requirements
- an itemized estimate of project costs

DESCRIBE THE CONSEQUENCES

In early 2023, the city was selected to receive a federal Congressional Directed Spending (CDS) grant in the amount of \$5M for the construction a water transmission main to Napoleon Township. An initial study, completed in May 2024, determined that cost of such a project far exceeds the grant amount. Since that determination, the project has not progressed, and the grant funds have not been used.

While the ultimate goal of providing water to Napoleon remains, the scope, priorities and project schedule have been modified so the proposed transmission main will be constructed in phases. This will allow the City to construct the first of multiple phases utilizing the 2023 CDS funding.

OWNERSHIP

The original intent was to construct the transmission water main to Napoleon in a single phase along an M-50 focused route. As the project will not be constructed in phases, it is critical that the constructability, functionality and financial viability of each phase be considered. To this end, an alternate route along High Street and South Street must be considered as this route may

- provide for immediately water sales to new water customers upon the completion of a first phase
- allow for customer base expansion by subsequent phases along the route to Napoleon
- ultimately provide water to Napoleon Township

SOLUTION

Approval of the attached Contract Amendment 1 to the 23-004 Napoleon Transmission Main Study Engineering contract with Fishbeck will provide for a preliminary engineering of the alternate South Street route. The added cost will ultimately allow the City to utilize the \$5M CDS grant funds to expand the water system customer base which, in turn, will raise revenue for the maintenance and modernization of the water treatment plant and distribution system as a whole.

The current amount for the 23-004 Napoleon Transmission Main Study Engineering contract with Fishbeck is \$162,425.08. The amount of proposed Amendment 1 is \$17,500.00, bringing the revised contract amount to \$179,925.08. This work will be paid for with Water Funds.

Amendment 2

FACILITATE IMPLEMENTATION

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

**AMENDMENT NO. 1
To Contract for
23-004 Napoleon Transmission Main Study Engineering Contract
City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

ORIGINAL CONTRACT AMOUNT **\$ 162,425.08**

AMENDMENT NO. 1 **\$ 17,500.00**

NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1 **\$ 179,925.08**

REASON FOR AMENDMENT:

To provide for addition work for the study of an alternate South Street route as described in the letter from Fishbeck dated April 02, 2026.

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

ACCEPTED BY:

Deann E. Falkowski P.E.
Fishbeck

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

April 2, 2026
Project No. 231227

Troy White
Director of Public Works
City of Jackson
161 West Michigan Avenue
Jackson, MI 49204

Proposal for Professional Engineering Services Napoleon Transmission Main Study Amendment

Fishbeck is pleased to submit this proposal for professional engineering services to amend the City of Jackson's (City) Napoleon Transmission Watermain Study with approximate additional routes as shown in the attached City of Jackson EPA FY2023 Community Grants Program – M50 Water Transmission Main.

Statement of Understanding

The City would like to perform a conceptual review of the potential costs and constructability of the proposed M50 Water Transmission Main, Phase 1 and Phase 1 Alternate Alignment. After this initial evaluation, the City would like to move forward with preliminary design.

Scope of Services

Fishbeck proposes the following:

Task 1 – Analysis of Phase 1 and Phase 1 Alternate Alignment Routes

- Attend kickoff meeting with the City to review and confirm the requirements of the project.
- Compare and evaluate routes for the proposed transmission main. Each route will be analyzed to the degree needed to develop an accurate cost estimate and to compare the advantages between routes including:
 - Soil type
 - Location of existing utilities
 - Surface restoration
 - Tie-in locations and valves
 - Pipe material and installation methods
 - Environmental concerns
- Geotechnical Investigation
 - Field study – 4 soil borings to 25 ft each
 - 2.5 ft samplings, full depth.
 - Borings will be performed within MDOT or Jackson County right-of-way (ROW) and we will obtain the appropriate ROW permitting.
 - SB-1 to SB-3 will utilize a shoulder closure along E High Street to access the boring locations.
 - SB-4 will utilize a shoulder closure/partial ramp lane closure along US-127 to access the boring location. We have considered that this boring can be performed west of the existing fencing.
 - Revised geotechnical report.

- For each route, the existing ROW and property owner information will be gathered.
- Capital cost estimates for each route.
- Summarize findings and recommendations for next steps in a letter report to amend the final draft study.

Task 2 – Hydraulic Evaluation and Transmission Watermain Sizing

- Evaluation of flow and pressure needs.
- High-service pump station capacity/pressure available.
- Summarize findings and recommendations for next steps in amendment to report.

Task 3 – Environmental Protection Agency Work Plan

A work plan will be developed in accordance with the requirements of the Environmental Protection Agency (EPA). The work plan will be the basis for the management and evaluation of performance under the grant agreement. The work plan is understood to generally require the inclusion of the following:

- The work plan components to be funded under the grant.
- The estimated work years and estimated funding amounts for each work plan component.
- The work plan commitments for each work plan component and a time frame for their accomplishment.
- A performance evaluation process and reporting schedule agreed upon with the regional administrator of the grant.
- The roles and responsibilities of the recipient and EPA in carrying out the work plan commitments.

Professional Services Fees

The original project was previously paused with a remaining budget of approximately \$30,000 dollars. This remaining fee was to be used for report finalization and the Environmental Protection Agency Work Plan. This budget is still sufficient for that work, and no additional fee is needed to complete those tasks.

Tasks 1 and 2 require some additional fee for scope defined above. Fishbeck proposes to perform the outlined scope of services for an hourly rate plus reimbursable expenses, not to exceed fee of Seventeen Thousand Fifty Dollars (\$17,050). This fee includes \$13,150 for the additional borings and \$3,900 for additional engineering.

Authorization

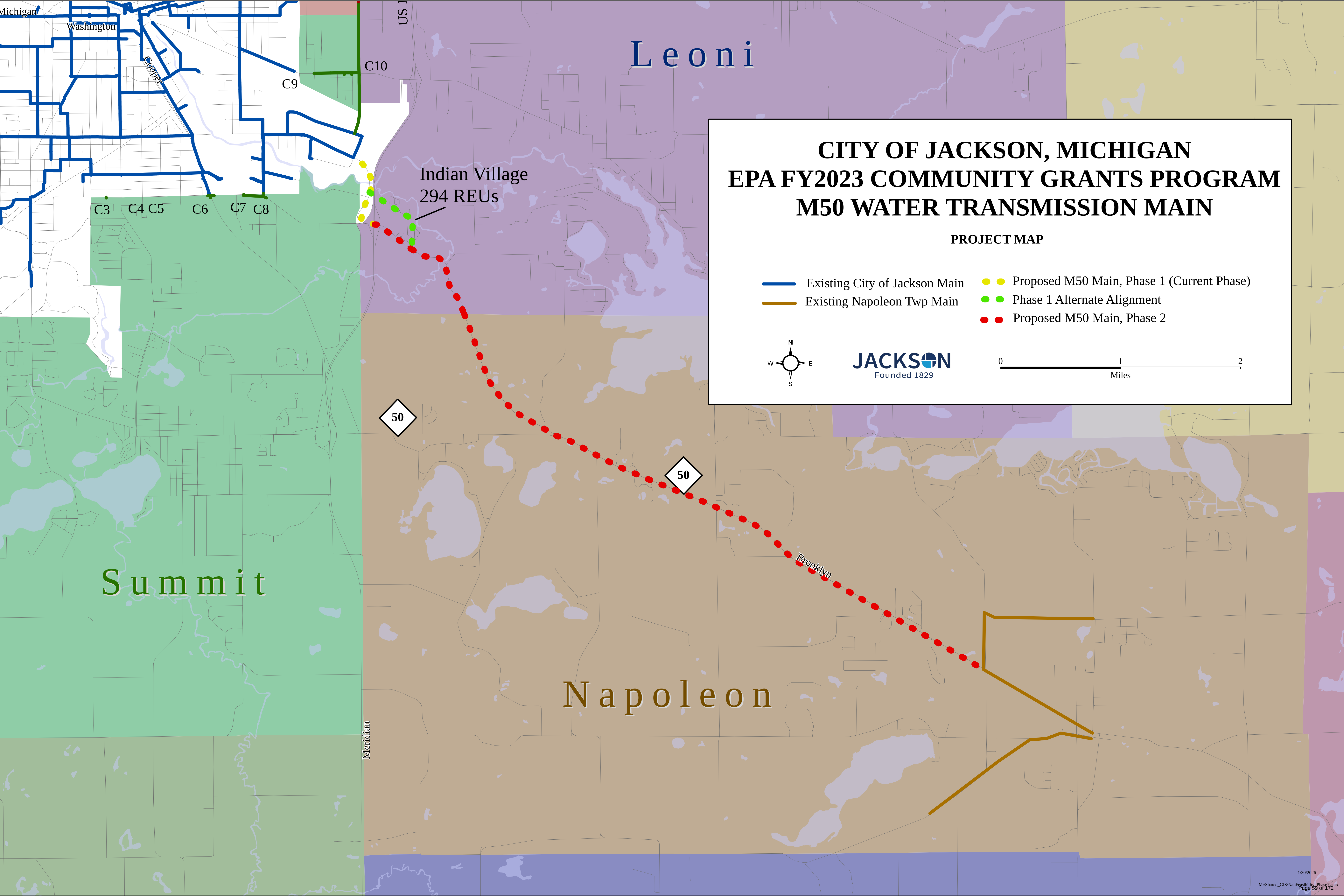
Fishbeck will proceed under the Terms and Conditions of the original proposal. Invoices will be submitted monthly, and payment is due upon receipt.

Sincerely,



Jeremy Kramer, PE
Senior Civil Engineer

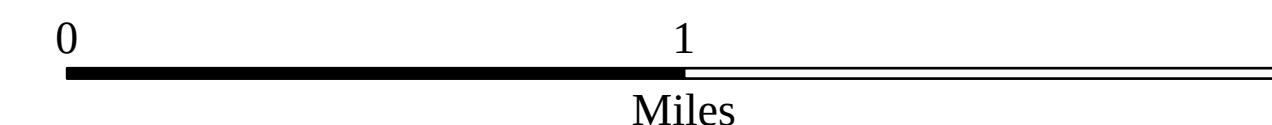
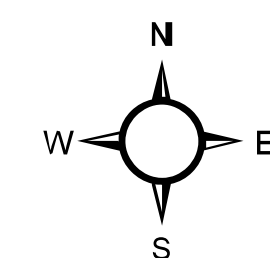
Attachments
By email



CITY OF JACKSON, MICHIGAN EPA FY2023 COMMUNITY GRANTS PROGRAM M50 WATER TRANSMISSION MAIN

PROJECT MAP

- Existing City of Jackson Main
- Existing Napoleon Twp Main
- Proposed M50 Main, Phase 1 (Current Phase)
- Phase 1 Alternate Alignment
- Proposed M50 Main, Phase 2





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: Fiscal Year 26/27 CDBG and HOME Projects and Allocations

Recommendation:

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

Confirm CDBG and HOME projects for Fiscal Year 2026 – 2027 and final funding allocations for those projects.

Included is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council confirm CDBG and HOME projects for Fiscal Year 2026 – 2027 and final funding allocations for those projects.

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: April 21, 2026

RECOMMENDATION: Confirm CDBG and HOME projects for Fiscal Year 2026 – 2027 and final funding allocations for those projects.

ISSUE STATEMENT

The City of Jackson must confirm CDBG and HOME projects for Fiscal Year 2026 – 2027 and establish final funding allocations for those projects.

DESCRIBE THE CONSEQUENCES

The 2026-2027 Annual Action Plan, submitted to HUD each year, must contain final activities and funding allocations to be undertaken by the City of Jackson using Community Development Block Grant and HOME Investment Partnership funds. The Annual Action Plan must be submitted to HUD on or about May 17, and will be considered for approval by City Council during their April 21, 2026 meeting.

OWNERSHIP

The City of Jackson Community Development Department manages CDBG and HOME funds received from HUD. Staff administer funds through various City Council-approved programs, assisting community members and supporting various activities to benefit both low-moderate income individuals and all citizens of Jackson. Reporting, funding suggestions, and Annual Action Plan submission is handled by the Community Development Department.

SOLUTION

The U.S. Department of Housing and Urban Development (HUD) published its annual formula allocations to entitlement communities and participating jurisdictions on April 8, 2026. The actual allocations compared to the estimates used during the preliminary allocation process can be found below.

	CDBG	HOME
Estimated Grant Funds	\$1,169,601	\$267,062
Actual Formula Allocation	\$1,219,017	\$295,135
Difference:	+\$49,416	+\$28,073

With the addition of anticipated program income for each grant source, the total amounts available for final funding allocations are as follows:

	CDBG	HOME
2026-2027 Formula Allocation	\$1,219,017	\$295,135
Estimated Program Income	75,200	1,000
2024-2025 Grant Revenue:	\$1,292,201	\$296,135

Attached are spreadsheets delineating City Council's preliminary allocations, made on February 10, 2026, and staff's final requested allocations based upon the final formula allocation amounts received from The U.S. Department of Housing and Urban Development (HUD). Staff reminds City Council that once it establishes preliminary allocations and the Action Plan is distributed for public comment, no activities can be added or deleted without triggering a substantial amendment. A substantial amendment requires public notification with a reasonable timeframe and opportunity to comment, which could thus result in a late submission of the Action Plan to HUD and, in turn, delay the onset of project funding.

FACILITATE IMPLEMENTATION

Requested action is for City Council to confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2026 – 2027 and Establish Final Funding Allocations for those Projects.

ATTACHMENTS

1. 2026-27 CDBG-HOME Allocations

**2026-2027 Community Development Block Grant
Allocation Process**

Program	Recommendations	Prelim Allocations (February 24, 2026)	Final Staff Recommendation	Final Allocations (April 21, 2026)
Public Service				
	\$ -			
<i>Public Service Subtotal:</i>	\$ -	\$ -		\$ -
Public Service Cap: \$186,720.15				
Administration and Planning				
General Administration	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
<i>Admin/Planning Subtotal:</i>	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Admin/Planning Cap: \$248,960.20				
Other Projects				
Community Development Dept.				
Rehabilitation	\$ 250,000.00	\$ 250,000.00	\$ 299,416.00	\$ 299,416.00
Rehabilitation Administration	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Demolition	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
City Attorney's Office				
Code Enforcement (AHB)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
DPW				
Streetscape (sidewalks, street trees)	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Engineering				
Streetlighting	\$ 319,801.00	\$ 319,801.00	\$ 319,801.00	\$ 319,801.00
<i>Other Projects Subtotal:</i>	\$ 1,094,801.00	\$ 1,094,801.00	\$ 1,144,217.00	\$ 1,144,217.00
Total:	\$ 1,244,801.00	\$ 1,244,801.00	\$ 1,294,217.00	\$ 1,294,217.00
Available Funding:	\$ 1,244,801.00 (Estimate)	\$ 1,244,801.00 (Estimate)	\$ 1,294,217.00 (Estimate)	\$ 1,294,217.00 (Actual)

Final Funding: \$1,219,017 CDBG + \$75,200 program income = \$1,294,217

2026-2027 HOME Investment Partnerships Program
Allocation Process

Projects	Recommendations	Prelim Allocations (February 24, 2026)	Final Staff Recommendation	Final Allocations (April 21, 2026)
Community Development Dept.				
Administration ¹	\$ 26,000	\$ 26,000	\$ 29,000	\$ 29,000
Community Housing Development Organization (CHDO)				
CHDO Reserve ²	\$ 42,000	\$ 42,000	\$ 45,000	\$ 45,000
CHDO Operating Expenses ³				
Homebuyer	\$ 200,062	\$ 200,062	\$ 222,135	\$ 222,135
Total:	\$ 268,062	\$ 268,062	\$ 296,135	\$ 296,135
Available Funding:	\$ 268,062 (Estimate)	\$ 268,062 (Estimate)	\$ 296,135 (Estimate)	\$ 296,135 (Actual)

Final Funding: \$295,135.80 HOME + \$1,000 program income = \$296,135.80

Restrictions

¹Administration - no more than 10% of allocation (\$29,613.50)

²CHDO Reserve - no less than 15% of allocation (\$44,420.25)

³CHDO Operating Expenses - no more than 5% of allocation (\$14,806.75)



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

SUBJECT: 2026-2027 Annual Action Plan

Recommendation:

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

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

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the submission of the 2026-2027 Annual Action Plan, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal of the Annual Action Plan to HUD.

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: April 21, 2026

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

ISSUE STATEMENT

The City must prepare and submit an Annual Action Plan to HUD, which is used to summarize the actions, activities, and programs to be financially supported with CDBG and HOME funds during the period beginning July 1, 2026 through June 30, 2027. The projects in the Annual Action Plan reflect City Council's preliminary allocations made during its regular meeting on February 10, 2026, and final allocations approved during its regular meeting on April 21, 2026.

DESCRIBE THE CONSEQUENCES

The Annual Action Plan and other required documentation must be received by HUD on or about May 17, 2026 to comply with submission dates outlined in 24 CFR 570.302 and 24 CFR 91.15. Failure to submit all required plans and documents by HUD-prescribed deadlines could result in forfeiture of CDBG and HOME funds.

OWNERSHIP

The City of Jackson Community Development Department manages CDBG and HOME funds received from HUD. Staff administer funds through various City Council-approved programs, assisting community members and supporting various activities to benefit both low-moderate income individuals and all citizens of Jackson. Reporting, funding suggestions, and Annual Action Plan submission is handled by the Community Development Department.

SOLUTION

On April 21, 2026, City Council approved final funding levels for CDBG and HOME activities during Program Year 2026. The attached Annual Action Plan incorporates those allocations and is presented for City Council's approval prior to submittal to HUD. A complete copy of the Annual Action Plan will be available on the City's website at <http://www.cityofjackson.org/332/Grant-Reports> for continued public review.

Also attached is the Application for Federal Assistance (HUD Form SF-424), Assurances for Non-Construction Programs (SF-424B) and Construction Programs (SF-424D), the Resolution for Certification (Appendix A), and the Non-State Grantee Certifications (Appendix B).

FACILITATE IMPLEMENTATION

Requested action is for City Council to approve submission of the 2026-2027 Annual Action Plan to HUD, adopt the Resolution of Certifications, and authorize the Mayor to sign SF-424 forms, the Certifications, and any other documentation required for submittal to HUD.

ATTACHMENTS

1. 2026-2027 Annual Action Plan (PACKET for CC)



**Community Development Block Grant (CDBG)
HOME Investment Partnerships Program**

2026 – 2027 Annual Action Plan



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The City of Jackson is a United States Department of Housing and Urban Development (HUD) entitlement community. As such, the City has been the recipient of Community Development Block Grant (CDBG) funds since 1974 and HOME Investment Partnerships Program (HOME) funds since 1991. HUD's three statutory goals - decent housing, suitable living environment, and expanded economic opportunities – are key in the development of viable urban communities. Eligible activities are principally targeted toward persons of low- and moderate-income. The City of Jackson presents this Annual Action Plan for the second year of its 2025 – 2029 Five-Year Consolidated Plan and covers the period of July 1, 2026 through June 30, 2027, also referred to as Program Year (PY) 2026 or Fiscal Year (FY) 2026.

Summary of the objectives and outcomes identified in the Plan

The level of need in Jackson is always greater than the limited amount of CDBG and HOME funds received annually. Jackson plans to target resources in the three (3) most distressed areas of the City – West of Henry Ford Allegiance Health, East of S. Martin Luther King Jr. Dr., and West of S. Martin Luther King Jr. Dr. The number of funded activities will remain low in an effort to increase their effectiveness which will include Homeowner Rehabilitation, Public Facilities/Infrastructure Improvements, Code Enforcement, Residential Demolition, Public Services, CHDO Projects (to be determined), and Homebuyer Activities.

Evaluation of past performance

Direct notification to homeowners in all City areas regarding the availability of the rehabilitation loans during the 2025-2026 program year led to an overwhelming response and led to a significant increase in rehabilitation applications and completed projects. City staff have a plan in place for the early identification of potential residential demolition sites, which, combined with efficient office/project management, has led to consistent performance at or above targeted demolition numbers each year. The use of HOME funds for rehabilitation and new construction initiatives continues to be a focus for City staff, and continued investments toward infrastructure projects in key residential neighborhoods provides a compliment to residential infill construction and neighborhood reinvestment. The City of Jackson demonstrated timely and responsible progress in meeting the goals and objectives stated in the 2025 – 2029 Consolidated Plan. Staff ensured compliance with all rules and regulations associated with the respective CDBG and HOME grants. Detailed progress evaluations are available in the yearly Consolidated Annual Performance and Evaluation Reports (CAPER) submitted to HUD and posted on the City's website.

Summary of citizen participation process and consultation process

Citizen participation and stakeholder consultation is an integral part of the Consolidated Plan process. The City's Citizen Participation Plan outlines the procedures and means by which citizens and stakeholders may provide meaningful input.

A Public Hearing to receive citizen input on the housing and community development needs was held during the January 13, 2026 regular City Council meeting. Staff's participation with the Jackson County Continuum of Care (CoC) garnered input from the various public, private, and faith-based organizations focused on low-income housing and homelessness. Staff also solicited input from organizations who serve the low-income community but do not participate in the CoC, such as the Welcome Home Organization. Finally, feedback was obtained during numerous community events (housing workshops, neighborhood outreach events, and ward meetings), and from members of the City of Jackson Affordable Housing Development Board (AHDB).

A draft copy of the Annual Action Plan was made available for public review and comment on March 17, 2026. Citizens were afforded a 30-day period in which to submit oral or written comment about the Consolidated Plan and Annual Action Plan, culminating on April 21, 2026. Citizens are also able to express concerns or comments at any time during the year before City Council meetings or by contacting grant staff.

Summary of public comments

Public Hearing – Five citizens spoke at the Public Hearing on 1/13/26, and their comments included:

1. Support for new home construction efforts and the balance of affordable, workforce, and market-rate units
2. Desire to address a gap in available transitional housing
3. Desire for the City to not receive HUD funds in the future due to nonexistent for these types of supports
4. Distrust of current data and plans regarding housing needs in Jackson
5. Unrelated comments concerning non-CDBG funded development projects
6. Unrelated comments concerning current and past non-profit work in the City

Annual Action Plan 30-day Comment Period – The 30-day comment period ran from March 17 – April 21, 2026. One relevant comment was submitted via email, regarding the possible use of CDBG funds for maintenance on City-owned vacant parcels.

Summary of comments or views not accepted and the reasons for not accepting them

No comments or views were declined by the Jackson City Council; however, due to various federal rules and regulations, the City is not able to enact certain suggestions. The City already has programs in place to address some of the other suggestions, such as homeowner rehabilitation and payment of special assessments, and notes there are other funding resources available in the community for other suggestions, such as prisoner re-entry.

Summary

The Jackson City Council encourages all citizens to participate in not only the CDBG/HOME planning process, but in all processes of the local government. At the beginning of each City Council meeting, citizens are allowed time to address the Mayor, City Manager, Councilmembers and department heads on matters that concern them. Council meetings are usually held on the second floor of City Hall, which can accommodate persons with disabilities. Meetings are shown live on a local public access television station, JTV, which also replays the meetings at various other times throughout the week.

Oftentimes there simply are not enough resources available to consider implementing every suggestion posed. Other suggestions may not fit the Council's vision and goals for the City and are taken in

abeyance. There have also been several times in which citizen's comments and suggestions have been executed and helped shape the way the City of Jackson operates. The public is also invited to attend the Jackson Affordable Housing Development Board (AHDB), held monthly at City Hall. Attendees are afforded the opportunity to provide public comment (in the same manner as is allowed at City Council meetings). Finally, staff from the Community Development Department

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JACKSON	Community Development
HOME Administrator	JACKSON	Community Development

Table 1 – Responsible Agencies

Narrative

Staff in the City's Community Development Department administers both the CDBG and HOME grants. Grant administration includes, but is not limited to, researching and analyzing Census data; preparing and submitting the Consolidated Plan, Action Plan, Annual Performance Report, and other reports required by HUD or requested by City Council; performing environmental reviews; maintaining files and records relating to overall grant administration; monitoring sub-grantee performance and providing technical assistance when necessary; reviewing payment requests for eligibility and accuracy; and the financial responsibilities of the grants such as preparing regular drawdowns and reconciling financial records.

Consolidated Plan Public Contact Information

City of Jackson
Community Development Department
ATTN: Cory Mays
161 W Michigan Ave, 3rd Floor
Jackson, MI 49201
517-768-6461; cmays@cityofjackson.org

AP-10 Consultation – 91.100, 91.110, 91.200(b), 91.215(I)

Introduction

Staff in the City of Jackson's Community Development Department is responsible for preparing the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER). This section summarizes the consultation and citizen outreach conducted during the planning process.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City's current Grant Coordinator participates in the monthly Continuum of Care (CoC) meetings. The Grant Coordinator also serves as the staff liaison for the City of Jackson Affordable Housing Development Board (AHDB). Both of these prior positions proved extremely insightful to the true nature of the City's homeless and low-income populations. Continued participation with the CoC allows for ongoing interaction with the various service providers and awareness of current and emerging conditions in the community. Interaction with the AHDB provides insight regarding affordable housing issues and trends from knowledge community leaders and industry professionals.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Community Action Agency (CAA) is the lead agency for the CoC and also serves as the CoC's fiduciary. The CoC votes on activities to fund with grants it receives from HUD and the State of Michigan, and monitors the progress of those grants through monthly, quarterly, and annual reports and discussion. CAA also receives Supportive Services for Veteran Families (SSVF) from the Department of Veterans Affairs which is also included in reports to the CoC.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The CoC is charged with setting priorities for Emergency Solutions Grant (ESG) funds received through the State of Michigan. Various subcommittees of the CoC, such as Steering, Quality Control, and Housing review applications and make recommendations to the CoC body for allocation purposes. Regular consultation and reporting ensures that the use of ESG remains consistent with CoC priorities.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Action Agency Housing Services: housing, homeless, education Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis Participation in CoC, direct consultation, email consultation.
2	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Jackson Housing Commission Housing PHA Services: housing, homeless Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans Non-Homeless Special Needs Market Analysis Participation in CoC, direct consultation, email consultation.
3	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Do'Chas Housing Services: housing, children, homeless Housing Need Assessment Homelessness Strategy Unaccompanied youth Non-Homeless Special Needs Participation in CoC.

4	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Training and Treatment Innovations Housing Services; persons with disabilities, homeless, health Housing Need Assessment Homelessness Strategy Homeless Needs: chronically homeless, families with children Non-Homeless Special Needs Market Analysis Participation in CoC.
5	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Kate Martin Works Housing PHA Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, homeless, health, education, employment, fair housing, victims Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs: chronically homeless, families with children, Veterans, unaccompanied youth Non-Homeless Special Needs Market Analysis Participation through CoC, direct consultation, email consultation.
6	Agency/Group/Organization Agency/Group/Organization Type What section of the Plan was addressed by Consultation? How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	AWARE, Inc Housing Services: housing, children, victims of domestic violence, homeless, health, education, employment, victims Housing Need Assessment Homelessness Strategy Homeless Needs - families with children Non-Homeless Special Needs Market Analysis Participation in CoC, email consultation.

7	Agency/Group/Organization	Jackson Interfaith Shelter
	Agency/Group/Organization Type	Housing Services: housing, children, homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in CoC
8	Agency/Group/Organization	Legal Services Of South Central Michigan
	Agency/Group/Organization Type	Housing Services: housing, children, elderly persons, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, homeless, health, fair housing, victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC, direct consultation, email consultation.
9	Agency/Group/Organization	disAbility Connections
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
10	Agency/Group/Organization	Department of Health & Human Services
	Agency/Group/Organization Type	Housing Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, health Health Agency Child Welfare Agency Other government - State

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
11	Agency/Group/Organization	Henry Ford Allegiance Health
	Agency/Group/Organization Type	Housing Services: homeless, health Health Agency Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participation through CoC
12	Agency/Group/Organization	United Way of Jackson County
	Agency/Group/Organization Type	Services: housing, children, elderly persons, persons with disabilities, victims of domestic violence, homeless, health, education, employment Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email consultation

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include a wide range of community stakeholders in the consultation process; no agency was intentionally excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Community Action Agency	The CoC works to support homeless individuals and families work toward self-sufficiency.
Statewide Housing Plan	Michigan State Housing Development Authority	This strategic plan to addresses housing needs across all geographic and income areas.
2016 Community Master Plan	City of Jackson	This comprehensive plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics.
Comprehensive Economic Development Strategy	Region 2 Planning Commission	Provides an analysis of the local economy, identification of economic development goals and strategies, and efforts to reduce unemployment and increase income.
Housing Strategy and Policy Framework	City of Jackson	This comprehensive, City-wide needs assessment provides data-informed suggestions related housing needs at all levels over a 10-year span.
Capital Improvements Plan	City of Jackson	A 5-year plan outlining necessary spending for critical infrastructure projects.
Economic Development Strategy	City of Jackson	Provides an analysis of the local economy in the City specifically, and identification of economic development goals and strategies.
Public Participation Plan	City of Jackson	Filled with goals, strategies, and processes to encourage complete and thoughtful engagement with citizens and community groups in the City of Jackson.

Table 3 – Other local / regional / federal planning efforts**Narrative**

City of Jackson leaders and staff maintain an open cooperative effort with the County of Jackson and surrounding townships to the extent possible as it impacts each of the communities and the County as a whole. Efforts to assist the Jackson Housing Commission with their ongoing efforts will continue. City staff consults with the Jackson County Health Department and various departments of the State of Michigan to improve the health and livability of the community. The City of Jackson is a recipient of numerous grant funds from the Michigan State Housing Development Authority (MSHDA), and is an active participant in the MSHDA Region K Housing Stock Working Group. Collaboration with MSHDA and local/state partners continues through this work, and through frequent attendance at regional / state housing events.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Jackson follows its Citizen Participation Plan to encourage citizen participation in the planning and utilization of CDBG and HOME funds. A public hearing is held in January to receive comments on the housing and community development needs in the City before the Consolidated Plan and/or Annual Action Plan is available for citizen comment. Notice of the public hearing is available on the City's website and printed as a display ad in two local newspapers no less than ten (10) days in advance of the hearing. All views and comments are considered and incorporated in the appropriate plan.

Once the Consolidated Plan and/or Annual Action Plan is in draft form, the public is provided 30 days to review and submit comments; notice of the availability of the plan is again published in the two newspapers and listed on the City's website. Hard copies are made available at two (2) locations in City Hall, at the Community Action Agency, the main branch of the Jackson District Library, and the three (3) public housing complexes; an electronic version is available through the City's website. All views and comments are considered and incorporated in the appropriate plan.

The public is also notified when the City submits its Request for Release of Funds via newspapers and the City's website, and allows for no less than 15 days to submit comments. If a substantial amendment is required during the course of the program year, hard and electronic copies are made available at the locations noted above with the notice of availability published in the local papers and on the website. Citizens are provided no less than 30 days within which to submit written comments and/or to attend a public hearing to provide oral comments. The annual report is published and distributed in the same manner as described above, culminating in a public hearing after a 15 day comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing	A public hearing was held before the Jackson City Council on January 13, 2026. Five citizens spoke during the public hearing.	Support for new home construction efforts; a desire to address a gap in available transitional housing; a desire for the City to not receive HUD funding in the future; a distrust of current data and plans regarding affordable housing needs; unrelated comments concerning non-CDBG funded projects; and unrelated comments concerning current and past non-profit projects.	No comments or views were declined by the Jackson City Council; however, due to various federal rules and regulations, the City is not able to enact certain suggestions. The City already has programs in place to address some of the other suggestions and notes there are other funding resources available for other suggestions.	
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice of the Public Hearing; availability of the draft Annual Action Plan in both hard copy and electronic form and time within which to submit comments.	No written comments were received.	No written comments were received.	
3	Internet Outreach	Non-targeted /broad community	No written comments were received.	No written comments were received.	No written comments were received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Jackson District Library Carnegie Branch	Minorities Persons with disabilities Non-targeted /broad community	Hard copy of Consolidated Plan and Annual Action Plan made available in the Resource Center for public review and comment.	No written comments were received.	No written comments were received.	
5	Jackson Housing Commission	Minorities Persons with disabilities Residents of Public and Assisted Housing	Hard copy of Consolidated Plan and Annual Action Plan made available for public review/ comment at three locations: Chalet Terrace, Reed Manor, and Shahan-Blackstone North.	No written comments were received.	No written comments were received.	
6	Community Action Agency	Minorities Persons with disabilities Non-targeted /broad community Residents of Public and Assisted Housing	Hard copy of Consolidated Plan and Annual Action Plan made available in CAA's lobby for public review/ comment.	No written comments were received.	No written comments were received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For planning purposes, the City deducts 3% from the most current formula allocation then adds in anticipated program income by grant. Estimated revenue for fiscal year 2026–2027 is as follows:

- **CDBG:** 2025-26 formula allocation: \$1,205,801; less 3% (-\$36,200); plus estimated program income (\$75,200) = \$1,244,801 (FY 26-27)
- **HOME:** 2025-26 formula allocation: \$275,362; less 3% (-\$8,300); plus estimated program income (\$1,000) = \$268,062 (FY 26-27)

The Jackson City Council establishes projects, activities, and funding levels for the 2026-2027 program year as identified in this Annual Action Plan.

On April 6, 2026, the City was notified of its 2026-2027 formula allocation, as follows: CDBG = \$1,219,017; HOME = \$295,135.80. The City's CDBG allocation received a \$49,416 increase from the original estimate, and the City's HOME allocation received a \$28,073 increase from the initial estimate. When comparing FY 2025 to FY 2026 totals, the City of Jackson received a 1.1% increase in CDBG funding and a 7.2% increase in HOME funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Federal	Acquisition, Admin/ Planning, Economic Development, Housing, Public Improvements, Public Services	\$1,219,017	\$75,200	-0-	\$1,294,217	\$3,667,583	Annual block grant from HUD to address community development and housing needs.
HOME	Federal	Homebuyer Assistance, Homeowner Rehab, New Construction For Ownership	\$295,135	\$1,000	-0-	\$296,135	\$836,335	Annual grant from HUD to address affordable housing

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages CDBG and HOME funds to the extent possible against other federal, state, local, and private funding to maximize project impact. Leveraging varies from activity to activity, depending on the project and availability of additional resources that are eligible for that type of use. The City recently received a grant award of \$880,000 from the Michigan State Housing Development Authority (MSHDA), for the creation of affordable homes that are visitable. Construction of these homes was completed in the Spring of 2026. The City is also utilizing funds from the American Rescue Plan Act (ARPA) for an Expanded Rehabilitation Program. This \$500,000 investment will provide rehabilitation services for owner and non owner-occupied properties. Both the MSHDA and ARPA-funded rehabilitation programs feature a \$25,000 per property project maximum, and both will allow the City to target its aging housing stock and support lower-income families.

The CDBG program does not require matching funds like the HOME Investment Partnerships Program. Generally, HOME requires a participating jurisdiction contribute or match 25% of HOME funds spent on affordable housing; however, Jackson has been 100% exempted from this requirement due to fiscal distress.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Since 2012, City leaders accumulated tax foreclosed parcels not sold at public tax auctions with the end goal of amassing sufficient contiguous parcels in various areas to promote for redevelopment. One such area is at the corner of Franklin and Mechanic Streets where vacant parcels owned by the City of Jackson and CAA provided the impetus for an affordable housing collaboration. The Greater Jackson Habitat for Humanity used these parcels to construct four (4) new single-family homes as the City's Community Housing Development Organization (CHDO) for sale to income qualified homeowners upon completion, completed in 2024. Habitat for Humanity recently constructed 2 single-family homes on land provided by the City of Jackson. Habitat for Humanity will construct a home near downtown on City-owned land in the summer of 2026, utilizing CHDO funds from the City's HOME entitlement grant, HUD. The City will also provide land to two (2) local nonprofit agencies for the construction of four (4) homes as part of the City's HOME-ARP allocation. Finally, City land was used for the construction of four (4) visitable homes, with funding from the MSHDA MICH grant program.

The City also owns approximately 500+ buildable residential lots, products of a multi-year demolition program aimed at reducing neighborhood blight. Utilizing ARPA funds, the City is offering down payment assistance to income-qualified buyers for the purchase of newly constructed homes on these vacant lots, as part of the "100 Homes Program." Builder/developer incentives are layered into this innovative program, and new homes are under construction. Similar builder/developer incentives are being offered outside of the 100 Homes Program, and as a result new homes are being built throughout the City, marking the beginning of an anticipated larger-scale neighborhood rebuilding process.

Discussion

Developers are building new residential units in the City of Jackson. While the City currently owns a plethora of buildable parcels, demand is high and the strategic acquisition of additional buildable vacant parcels is vital to plan for future housing needs. City staff will continue working to acquire strategically placed parcels through the tax foreclosure process (exercising the right of first refusal), donation and, when needed, purchase.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeowner Rehabilitation	2026	2027	Affordable Housing	3 Target areas; all other areas as needed	Homeowner Rehabilitation	\$299,416 CDBG	Homeowner Rehabilitation: 10 homeowner units rehabilitated
2	Public Facilities/Infrastructure	2026	2027	Non-Housing Community Development	3 target areas; all other eligible areas	Public Facilities/ Infrastructure	\$469,801 CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,000 Persons Assisted
3	Code Enforcement (legal)	2026	2027	Non-Housing Community Development	3 Target areas; all other areas as needed	Code Enforcement (Legal)	\$25,000 CDBG	Housing Code Enforcement: 300 Household Housing Unit
4	Residential Demolition	2026	2027	Clearance and Demolition	3 target areas; all other eligible areas	Residential Demolition	\$200,000 CDBG	Buildings Demolished: 6 Buildings
5	New Construction - CHDO	2026	2027	Affordable Housing	3 target areas; all other eligible areas	New Construction (CHDO)	\$45,000 HOME	Homeowner Housing Added: 1 Household Housing Unit
6	Homebuyer Activities	2026	2027	Affordable Housing	3 target areas; all other eligible areas	New Construction	\$222,135 HOME	Homeowner Housing Added: 3 Household Housing Unite

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Homeowner Rehabilitation
	Goal Description	The Homeowner Rehabilitation Program will continue providing major component replacement of aging systems for owner-occupied properties.
2	Goal Name	Public Facilities/Infrastructure
	Goal Description	Streetscape improvements (including tree planting, sidewalk and curb/gutter repairs), for the improvement of various neighborhoods; and streetlight installation
3	Goal Name	Code Enforcement (legal)
	Goal Description	Legal support to the Community Development Department to improve low-income neighborhoods and properties.
4	Goal Name	Residential Demolition
	Goal Description	Demolition of foreclosed, vacant, or abandoned and dilapidated publicly or privately owned property in low-income neighborhoods. Removal of hazardous buildings increases the quality of life and vitality of neighborhoods, supports property values, eliminates hazardous conditions, and reduces opportunities for criminal activities.
5	Goal Name	New Construction - CHDO
	Goal Description	HOME funds set aside for future CDHO-eligible projects yet to be identified
6	Goal Name	Homebuyer Activities
	Goal Description	New construction for income-eligible households with homebuyer supports, including (but not limited to) down payment assistance and hard/soft costs

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Jackson is funding projects to achieve the goals and objectives defined in the 2025-2029 Five-Year Consolidated Plan to generally improve the livability and accessibility of low-income neighborhoods. After several years of focusing CDBG funds towards the revitalization of the downtown, City leaders have expanded assistance into the adjoining neighborhoods. Housing, parks, and infrastructure projects have been the focus of these efforts. As the City moves into the next phase of work under this 5-year plan, neighborhood reinvestment will be the focus. The initial phase will focus on streetscape improvements, streetlight installation, clearance of severely dilapidated residential structures, and rehabilitation. The fundamental goal is to improve the living conditions for the low- to moderate-income households residing in the three target areas specified in the Consolidated Plan.

Projects

#	Project Name
1	Residential Rehabilitation
2	Streetscape Improvements
3	Streetlight Installation
4	Code Enforcement—Legal Services
5	Residential Demolition
6	Rehabilitation Administration
7	General Administration/Planning
8	Community Housing Development Organization (CHDO) Reserve
9	Homebuyer Activities

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The level of CDBG funds Jackson receives annually is relatively low considering increasing costs to implement improvements and is insufficient to meet all the demands for assistance. Historically, attempting to fund as many projects as possible did little to impact the residents as a whole; therefore, the number of projects has decreased to ensure sufficient funding to complete activities which boost the community overall. City leaders recognize needs exist in the community but are also cognizant of many other non-housing needs it is solely responsible for, such as infrastructure improvements, park improvements, street lighting, etc. Reliance on non-profit and faith-based organizations to meet the low-income population's direct service needs through other available funding sources allows the City to focus on improving low-income neighborhoods which subsequently impacts the entire City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Residential Rehabilitation
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr, all other areas as needed
	Goals Supported	Homeowner Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$299,416
	Description	Provision of zero-interest, low repayment rehabilitation loans to low-income households to replace aged major components in the primary residence before they become an emergency.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	Eleven (11) or more low-income homeowners will receive rehabilitation assistance.
2	Project Name	Streetscape Improvements
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr, all other eligible areas as needed
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Neighborhood Improvements
	Funding	CDBG: \$150,000
	Description	Streetscape improvements to various City blocks, including sidewalk repairs, curb cuts, and the planting of street trees to encourage in-fill housing by developers

	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Specific neighborhood blocks will be determined in the future.
	Location Description	Specific blocks will be determined in the future.
	Planned Activities	To be determined
3	Project Name	Streetlight Installation
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr.
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Neighborhood Improvements
	Funding	CDBG: \$319,801
	Description	Streetlight installation in CDBG-eligible areas to create safe and walkable neighborhoods and to encourage in-fill housing by developers
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Specific area(s) will be determined in the future
	Location Description	Specific area(s) will be determined in the future
	Planned Activities	Streetlight installation in CDBG-eligible areas to create safe and walkable neighborhoods and to encourage in-fill housing by developers
4	Project Name	Code Enforcement - City Attorney's Office
	Target Area	Not applicable
	Goals Supported	Code Enforcement (legal)
	Needs Addressed	Code Enforcement (Legal)
	Funding	CDBG: \$25,000
	Description	The City Attorney's Office provides legal services for various code enforcement activities including housing code enforcement and blight elimination, contract review, and approval.

	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 cases will be filed for prosecution in the City's Administrative Hearings Bureau to help eliminate blight and improve neighborhood quality in the low-income residential areas of the City.
	Location Description	Various CDBG-eligible neighborhoods within the City of Jackson which are comprised of 51% or more low- to moderate-income residents.
	Planned Activities	Enforcement of various housing and blight ordinances to improve neighborhood conditions.
5	Project Name	Residential Demolition
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr, all other eligible areas as needed
	Goals Supported	Residential Demolition
	Needs Addressed	Residential Demolition
	Funding	CDBG: \$200,000
	Description	Demolition of foreclosed, vacant, or abandoned residential properties within CDBG-eligible areas across the City.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Limited to no more than 30% of the City's annual CDBG expenditures, approximately six (6) residential structures will be demolished.
	Location Description	Eligible sites will be determined based upon Section 106 review and located in CDBG-eligible areas within the City.
	Planned Activities	Demolish foreclosed, vacant, or abandoned residential structures within CDBG-eligible neighborhoods.
6	Project Name	Rehabilitation Administration
	Target Area	Not applicable
	Goals Supported	Homeowner Rehabilitation

	Needs Addressed	Rehabilitation Administration
	Funding	CDBG: \$150,000
	Description	All delivery costs directly related to carrying out housing rehabilitation activities, including staff, other direct costs, and service costs.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Specific sites will be determined in the future.
	Location Description	Specific sites will be determined in the future.
	Planned Activities	Eleven (11) or more low-income homeowners will receive rehabilitation assistance.
7	Project Name	Administration/Planning
	Target Area	Not applicable
	Goals Supported	Not applicable
	Needs Addressed	Administration/Planning
	Funding	CDBG: \$150,000 HOME: \$ 29,000
	Description	Overall program administration, including, but not limited to, salaries, wages, and related costs of grantee staff or others engaged in program management, monitoring and evaluation.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	Not applicable
	Planned Activities	Not applicable
	Project Name	CHDO Reserve Activity

8	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr, West of S Martin Luther King Jr Dr, all other eligible areas as needed
	Goals Supported	CHDO Reserve
	Needs Addressed	Affordable Housing
	Funding	HOME: \$45,000
	Description	Funds held in reserve for use by a certified CHDO on future eligible activities
	Target Date	6/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	Specific activities will be determined in the future.
	Location Description	Specific activities will be determined in the future.
	Planned Activities	To be determined
9	Project Name	New Construction
	Target Area	West of Henry Ford Allegiance Health; East of S Martin Luther King Jr Dr., all other eligible areas as needed
	Goals Supported	Homebuyer Activities
	Needs Addressed	Affordable Housing
	Funding	HOME: \$222,135
	Description	New construction for income-eligible households with homebuyer supports, including (but not limited to) down payment assistance and hard/soft costs
	Target Date	6/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	Specific activities(s) will be determined in the future
	Location Description	Specific area(s) will be determined in the future
	Planned Activities	To be determined

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The 2025-2029 Five-Year Consolidated Plan identified three (3) local target areas for funding allocation priorities:

West of Henry Ford Allegiance Health - Identified in the 2016 Master Plan as part of the Health and Downtown Neighborhoods, both of which were deemed transitional. This area was also labeled as place-making, forming part of the community's core and in the top tier for transit and non-motorized connectivity. While significant housing development is occurring in the neighborhood, additional work must continue related to infrastructure improvements.

East of S Martin Luther King Jr Dr - Identified as the King Neighborhood in the 2016 Master Plan, it was noted that while among the most distressed in the City, it scored high in place-making. The King Neighborhood links the downtown to its southern borders and is accessible by transit. This area is home to 126 public housing units and 200 HUD-subsidized units. Few major commercial businesses is located in the neighborhood. The MLK-CIA is working hard to transform this area, through community-centered leadership and the effective distribution of American Rescue Plan Act (ARPA) funds. CDBG and HOME-funded programs related to housing and infrastructure development/stabilization will provide an excellent compliment to this work.

West of S Martin Luther King Jr Dr - This area is partially in the Downtown and Partnership Park neighborhoods as identified in the 2016 Master Plan. While the Downtown neighborhood is labeled transitional, Partnership Park is deemed distressed.

The local target area "West of Henry Ford Allegiance Health" is located between Ganson Street and the railroad tracks running parallel with Louis Glick Highway from Mechanic Street on the west and Waterloo Avenue on the east. South Martin Luther King Jr. Drive (formerly Francis Street) is the dividing line between two other target areas, both of which run between Franklin Street and High Street. The east half will cover the area between South Martin Luther King Jr. Drive and Cooper Street; the west half will cover the area between South Martin Luther King Jr. Drive and Greenwood Avenue.

Geographic Distribution

Target Area	Percentage of Funds
West of Henry Ford Allegiance Health	15
East of S Martin Luther King Jr Dr	15
West of S Martin Luther King Jr Dr	15

Table 5 - Geographic Distribution

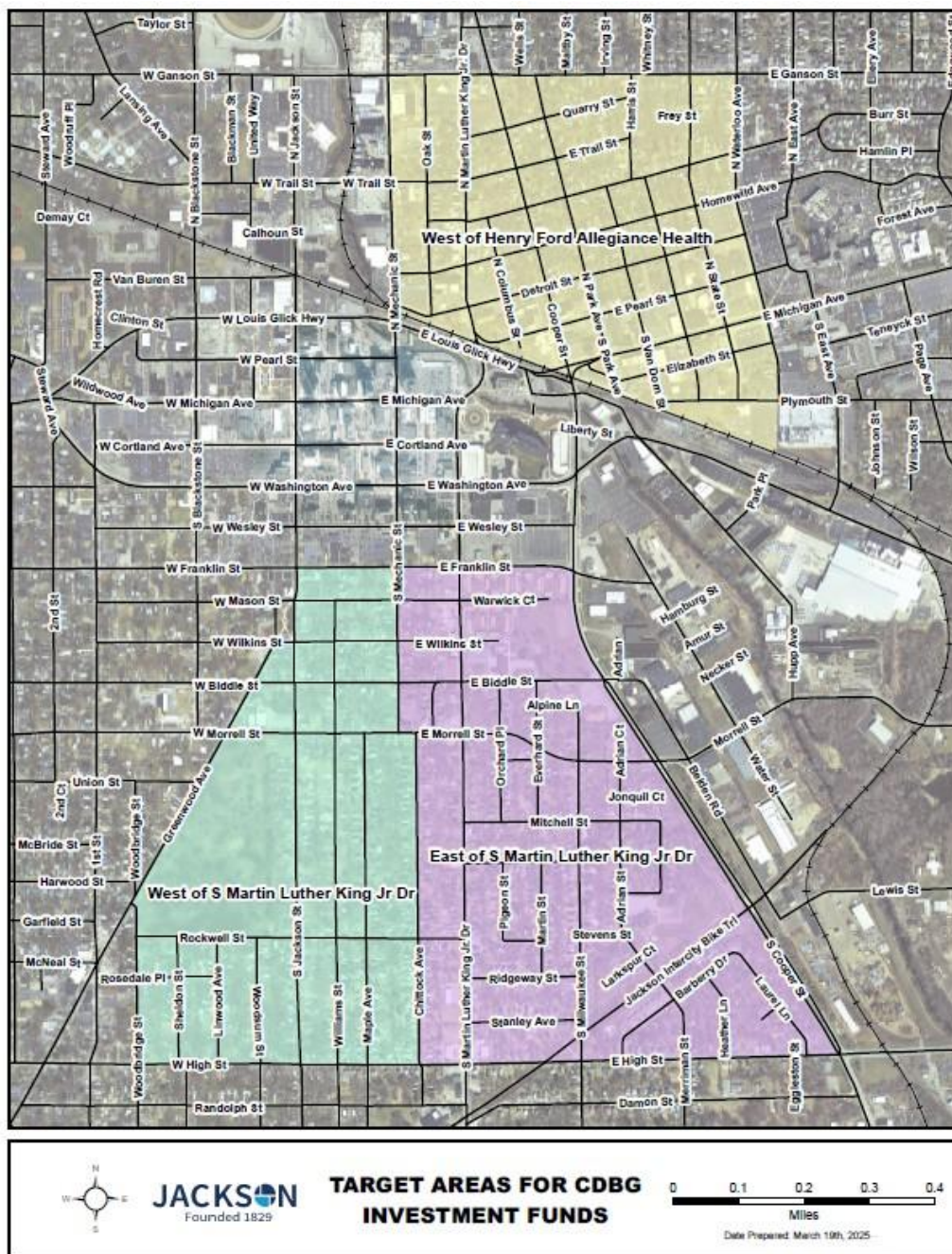
Rationale for the priorities for allocating investments geographically

The public reinvestment in the City of Jackson began in the downtown core over ten (10) years ago. The City of Jackson's long-term approach, as outlined in the 2016 Master Plan, included the revitalization of the urban center AND surrounding areas. Over the past 5 years, coordinated efforts have moved into residential neighborhoods in all areas of the City, with significant investments completed, underway, and/or planned related to housing, infrastructure, community spaces, and safety/security. An analysis of current census tract/block group data reveals continued low-moderate income concentrations in key parts of the City. Entitlement funds will be utilized, to the fullest extent possible, to continue the City's

work in these target areas to eliminate blight, support safe and affordable housing, and provide upgrades to infrastructure, all aimed at building back Jackson's neighborhoods one block at a time. The percentage of low- to moderate-income residents in these three target areas ranges from 70.64% to 92.70%. Census Tracts 11 is also one (1) of only two (2) Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) areas within the City limits.

Discussion

Efforts to expend grant funds in or near these target areas will be made to the greatest extent feasible. The City will provide year-end results in its Consolidated Annual Performance and Evaluation Report.



Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Over 90% of the City's housing stock was built before 1978; lower income homeowners are often unable to pay for the cost of repairs or obtain financing at affordable rates. Due to years of deferred maintenance and the likely presence of lead-based paint, fully rehabilitating owner-occupied housing has become cost prohibitive, hindering the City's ability to provide assistance. Available zero-interest, low repayment rehabilitation loans are now limited to replacing a home's major components that are nearing the end of their useful lifespan before they become an emergency. New housing unit production is needed to increase the availability of affordable housing to the City's low-income residents pursuing the American Dream of homeownership. The City will utilize HOME funds for this purpose through described homebuyer activities, including a planned down payment assistance program for new construction homes maintaining an appropriate affordability period for households earning at or below 80% of the area median income.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	11
Special-Needs	0
Total	12

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	11
Acquisition of Existing Units	0
Total	12

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for nearly 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

Actions planned during the next year to address the needs to public housing

The City of Jackson has a strong working relationship with the Jackson Housing Commission (JHC). The JHC Executive Director currently serves on the City's Affordable Housing Development Board (AHDB), meeting regularly with City staff to discuss JHC needs and current initiatives. The JHC is a sub-recipient of funds from a State Allocation Grant, administered by City staff and aimed at improving conditions and tackling capital improvements at all JHC facilities. JHC leadership is actively working to improve conditions at all facilities, in particular Reed Manor. On-time reporting to HUD, transparency, and attention to resident needs are major focus areas.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Active Resident Advisory Boards are in place at Reed Manor. Several attempts have been made to initiate a Resident Advisory Board at Shahan-Blackstone North and Chalet Terrace, but efforts have thus far fallen short. Residents are encouraged to attend Board meetings, talk with their housing managers, and even the Executive Director if warranted. JHC Housing Managers conduct one-on-one meetings with residents to address their concerns and gather feedback on specific issues or interests, such as tenant handbook guidelines, recreation, safety, or community gardens, and explore training opportunities for residents to develop skills and become leaders within their communities. JHC also rotates Board Meetings at each different asset management project (AMP).

Annual surveys are distributed to tenants to get their opinions on real or perceived conditions at their complex and what improvements they would like to be considered. Approximately 30 years ago, the JHC participated in a homeownership program through HUD and created fifty (50) scattered site, single family homes with the intent to provide homeownership opportunities to its residents. When the program ended, only ten (10) homes had been sold and the other 40 incorporated as scattered-site units through either Chalet Terrace or Shahan.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The JHC is currently listed as a HUD troubled agency. The JHC is currently managed by an outside company, with direct supervision by the JHC board of directors. Staff are working closely with HUD to remediate all remaining reporting and financial requirements.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Jackson County Continuum of Care (CoC) is the local homeless assistance planning group, which encourages community collaboration to address housing and homeless needs. The CoC is comprised of representatives from a variety of non-profit entities, faith-based organizations, community stakeholders, and state and local government serving households and individuals experiencing housing crises. The group's focused, structured approach identifies existing needs and resources, detects gaps in service, and monitors emerging conditions. Funding received by the CoC is used to prevent homelessness, rapidly re-house people in a housing crisis, and transform the system so more people can obtain and maintain housing.

Homeless providers in Jackson County use a Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing to homeless individuals and families, and persons at risk of homelessness. The CoC also participates in an annual Point-in-Time (PIT) Count where volunteers count both sheltered and unsheltered persons experiencing homelessness on a single night in January. Data in this Homeless Needs Assessment was gleaned from both the current HMIS data to capture a full year of information, and the 2026 PIT Count conducted on January 28, 2026.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness, including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City staff will continue to participate with the CoC, including subcommittees, to the extent feasible. It is important not only to keep City leaders aware of the community's health and emerging needs, but also to impart knowledge and understanding of government capabilities and limitations. Exchange of information is essential along with actionable participation by City staff.

Homeless facilities and services are managed and provided through agencies that participate with the CoC. Outreach is conducted at emergency shelters, domestic violence shelters, with youth providers, and through street outreach to locate potential participants. Case managers complete an initial assessment to prioritize need and set housing stability goals. The City provided homeless hotel housing assistance from December 2023-April 2024, beginning with on-the-ground assistance and transitioning to administering grant funding to a local agency. While there are no immediate plans for City staff to direct assistance in this way moving forward, financial and logistical support continues.

Addressing the emergency shelter and transitional housing needs of homeless persons

The CoC adopted a Coordinated Entry policy, which ensures people with the greatest needs receive priority for any type of housing and homeless assistance. Coordinated Entry does not screen people out for assistance because of perceived barriers to housing or services including, but not limited to, lack of employment or income, drug or alcohol use, or having a criminal record. Clients are linked to community resources which best meet their immediate and future needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless households are encouraged to obtain an assessment and linkage to available services to help resolve their housing crisis through CAA. Outreach staff is strategically placed in the community to ensure homeless or at-risk households are aware of community resources to prevent or end homelessness. The housing assessment program will continue to assess at-risk households to prevent homelessness by using available prevention resources, shelter diversion tactics, and linkage to mainstream resources to avoid loss of housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Preventing homelessness from occurring at all is the most effective means to avoid trauma to families and the creation of larger crises which might prevent a household from moving forward successfully. CAA receives funding from HUD to operate a rapid re-housing program, providing short-term assistance to persons at risk of becoming homeless. Coordinating with mainstream providers continues to support effective and efficient access to mainstream benefits by eligible participants.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development upon approval of this Allocation Plan. The purpose of this supplemental funding is to provide homelessness assistance and supportive services through several eligible activities, which include: the production or preservation of affordable housing; tenant based rental assistance (TBRA); supportive services (including homeless prevention services and housing counseling); the purchase or development of non-congregate shelters; administration and planning; and Non-profit operating and capacity building assistance. The City’s Allocation Plan was approved by HUD in the Spring of 2023, describing the distribution of HOME-ARP funds and identifying any preferences for eligible activities which primarily assist the HOME-ARP qualifying populations, including: homeless persons; persons at risk of becoming homeless; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where assistance would prevent the family’s homelessness or serve those with the greatest risk of housing instability; and, veterans and families that include a veteran family member that meet one of the preceding criteria. The City of Jackson has identified three target areas for funding: rental housing construction, rental housing rehabilitation, and supportive services. These funds must be spent by September 30, 2030.

Discussion

Residents in Action, a local “boots on the ground” nonprofit, recently acquired the former T.A. Wilson school, for conversion to a formal homeless shelter. The facility is currently closed, pending funding to assist with staff and maintenance costs. 10 Pallet shelters were purchased in 2023, and were used during the winter of 2024 at the T.A. Wilson site. Each shelter can hold two (2) people), for a maximum of 20 possible beds when utilizing these temporary shelters. The pallet shelters are currently in storage for possible use at a later date. The Jackson Interfaith Shelter will soon begin construction of an additional homeless facility near their current location just South of downtown. The City is partnering

with two local housing nonprofit agencies (The Welcome Home Organization and Kings Community Homes), for the creation of homeless transitional housing for qualifying populations with funds from the HOME-ARP program. Construction is expected to begin in late 2026/early 2027.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Conversations with local housing providers and social service agencies reveals affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants who do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable utility deposits
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or ruined as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents not at fair market value
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.
- Inability to save sufficient funds for a required down-payment for the purchase of a home
- Limited housing stocks at all income levels and price points, but most notably for low-moderate income earners.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Jackson does not intentionally create policies, codes, or rules that create barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

City staff will continue to collaborate with the CoC to develop strategies to remove or ameliorate barriers to affordable housing. The CoC has identified several strategies to implement, including, but not limited to, the following:

- Further the Landlord Advocacy and Education position currently funded for the short term.
- Work with landlords to determine what they would require to expand the number of units available to subsidy.
- Increase the number of landlords willing to rent to Housing Choice Voucher holders.
- Develop a multi-sector strategy to reduce issues involving utilities as a barrier to housing.
- Another concept to increase acceptance of tenants with Housing Choice Vouchers is to establish a fund to assist the private-market landlord with repairing potential damages incurred when accepting an irresponsible Section 8 tenant.

Discussion:

The City's Affordable Housing Development Board regularly provides experience-based advice to staff regarding possible solutions regarding the availability of affordable housing. In conjunction with the 2023 Housing Strategy and Policy Framework, numerous strategies are in place to attack this issue, including the 100 Homes Program and the Expanded Rehabilitation Program (both supported with ARPA funds). Additional new construction projects throughout the City will also offer greater affordable housing options, including single-family and multi-family units in all parts of the City. Local, state, and federal subsidies are being levied to assist with many of these projects, and the City of Jackson is focused on developing multiple housing options that are affordable at various income levels.

AP-85 Other Actions – 91.220(k)

Introduction:

The activities and goals of the 2026-2027 Annual Action Plan coincide with the priorities identified in the 2025-2029 Five-Year Consolidated Plan. Some activities funded during this first year of the Consolidated Plan were planned activities during the prior Consolidated Plan. Other activities are funded to begin the assessment and planning stages of the three local target areas. The City's Housing Rehabilitation Policies and Procedures will undergo review and revision during this AP year.

Actions planned to address obstacles to meeting underserved needs

City staff will continue to maintain its network of state and local public agencies and non-profit service providers. The use of CDBG or HOME funds to meet underserved needs will be subject to fluctuations in annual funding. Funds may or may not be allocated accordingly.

Actions planned to foster and maintain affordable housing

As noted above, the City will assist low-income homeowners with housing maintenance and emergency repairs. In addition, the City's CHDO will develop affordable housing units for resale to qualifying low-income households. In addition, homebuyer activities involve the construction of new single-family homes and the rehabilitation of 16 former LIHTC rental units being purchased by income qualified first-time homebuyers.

The Jackson City Council adopted an Affordable Housing ordinance in late 2021, adding Article IX - Affordable Housing Development Board to its Housing ordinance found at Chapter 14 of the City of Jackson Code of Ordinances. The purpose and intent of adding Article IX to Chapter 14 is to:

- 1) Promote the health, safety, and general welfare of the people of the City of Jackson through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing;
- 2) Stimulate the production and preservation of owner-occupied and non-owner occupied housing available to low-income individuals or families; and
- 3) Optimize benefits available to low- and moderate-income residents by incentivizing affordable residential housing projects.

The City continues to leverage additional funds separate from the CDBG and HOME programs for the construction of new affordable housing and the rehabilitation of existing housing. ARPA funds are being used to support down payment assistance for new single-family construction as part of the 100 Homes Program. ARPA funds are also being used for an additional rehabilitation program designed for owner and non owner-occupied properties. MSHDA funds were used to support the construction of affordable and visitable homes, and for the rehabilitation of existing homes needing energy efficiency improvements. HOME-ARP funds are being used to support the construction of affordable rental housing and the rehabilitation of existing structures. Finally, the City will utilize HOME funds through homebuyer activities, including but not limited to down payment assistance on new construction single-family homes.

Actions planned to reduce lead-based paint hazards

Inspections of non-owner occupied housing units will continue to assess deteriorated paint and will be cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home will receive a combination lead paint inspection/risk assessment and, if hazards exist, will be treated according to the

Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

Actions planned to reduce the number of poverty-level families

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to its low- to moderate-income homeowners:

- *Rehabilitation* – up to \$25,000 is available through a 5-year, zero-interest, deferred loan with a partial low repayment component to correct emergency hazards from major system failures.
- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. The 2025-2029 5-Year Consolidated Plan further outlines planned down-payment assistance for those earning less than 80% of the area median income.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

City leaders will collaborate with the United Way of Jackson County, the Continuum of Care, the Jackson Interfaith Shelter, the Community Action Agency, Habitat for Humanity, the Welcome Home Organization, Residents in Action, Kings Community Homes, and other community service providers in their efforts to reduce the number of impoverished residents.

Actions planned to develop institutional structure

City staff will continue active participation with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments will ensure compliance with federal rules and regulations and the timely expenditure of CDBG funds. The Greater Jackson Habitat for Humanity will receive technical assistance and guidance by various City staff as its new housing construction project proceeds.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will continue active participation with the CoC. Members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

While similar in many ways, CDBG and HOME are governed under separate federal regulation with certain requirements specific to each grant. The information below addresses those specific requirements.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Forms of investment beyond those identified in 24 CFR 92.205 will not be utilized under this plan.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City of Jackson controls the resale of homebuyer property during the period of affordability using the **recapture** option as follows:

- 1) Should a homebuyer receiving a direct HOME subsidy in the amount of \$5,000 or less and sell the property during the affordability period, repayment of the entire direct HOME subsidy will be triggered.
- 2) Should a homebuyer receiving a direct HOME subsidy in excess of \$5,000 and sell the property during the affordability period, repayment of the direct HOME subsidy will be directly tied to the length of time the homebuyer has occupied the home in relation to the period of affordability.

If there are no net proceeds from the sale or the net proceeds are insufficient to repay the HOME subsidy due, the City will recapture the amount of the net proceeds, if any. Recaptured funds will be used for another HOME-eligible activity. The homeowner will receive a return on investment only if there are remaining net proceeds from the sale after payment of all outstanding mortgages, including the HOME mortgage and closing costs.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

The City's recapture/resale guidelines for acquired properties are the same as noted above under Paragraph 2.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Activities in this plan do not include refinancing of existing debt secured by multifamily housing rehabilitated with HOME funds.

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson, Michigan has prepared a One-Year Action Plan in order to procure federal funds under the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and,

WHEREAS, the City of Jackson, Michigan is required by law to provide certain assurances and certifications to the United States Department of Housing and Urban Development (HUD) as part of said procurement; and,

WHEREAS, the City of Jackson, Michigan has in place and is following a Citizen Participation Plan as required by HUD.

NOW, THEREFORE, BE IT RESOLVED, that the One-Year Action Plan is adopted and approved, the Mayor, as the official representative of the City, is authorized and directed to execute the submission of said Plan for and on behalf of the City of Jackson, Michigan, and the Mayor and the Community Development Department are authorized to provide such additional information as may be required and to submit said Plan to HUD;

BE IT FURTHER RESOLVED, that the City of Jackson, Michigan hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for these federally-assisted programs, and the City of Jackson, Michigan gives assurances and certifies that, with respect to the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME):

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the One-Year Action Plan and amendments thereto, and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the One-Year Action Plan, and to provide such additional information as may be required.
- C. It is following a detailed Citizen Participation Plan which:
 - 1. Provides for and encourages citizen participation with particular emphasis on participation by persons of low- and moderate-income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
 - 3. Provides for technical assistance to representative groups of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and,
6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Prior to submission of its Housing and Community Development Plan to HUD, the grantee has:

1. Met the citizen participation requirements of 24 CFR 91.105.
 2. Prepared its One-Year Action Plan in accordance with 24 CFR 91 and made the Plan available to the public.
- D. The grants will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d *et seq.*); and,
 2. The Fair Housing Act (42 USC 3601-20).
- E. It will affirmatively further fair housing.
- F. It has developed its Plan to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight, except that the aggregate use of CDBG funds received under Section 106 of the Act, and, if applicable, under Section 108 of the Act, during the 2026-2027 program year shall principally benefit persons of low- and moderate-income in the manner that ensures not less than 70 percent of such funds are used for activities that benefit such persons during such period.
- G. It has developed a community development plan for the period specified in Paragraph F above that identifies community development and fair housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act.
- H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
1. Funds received under Section 106 of the Housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or,
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, the grantee certifies to the Secretary that it lacks sufficient funds received under

Section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph H(1) above.

- I. Its notification, inspection, testing, and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608.
- J. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606(a) and federal implementing regulations, it is following a residential anti-displacement and relocation assistance plan as required under Section 104(d) of the Act and in 24 CFR 570.606(c), and it will comply with the relocation requirements of 24 CFR 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.
- K. It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
 - 2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- L. To the best of its knowledge and belief:
 - 1. No federal appropriated funds have been paid, or will be paid, by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
 - 3. It will require that the language of Paragraph L of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- M. It will comply with the other provisions of the Act and with other applicable law.
- N. Before committing to any HOME funds, the City will evaluate HOME Projects that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- O. If the participating jurisdiction intends to provide tenant-based rental assistance, the use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's annual approved housing strategy for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

* * * *

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 ____th day of _____, 2026.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on the ____th day of _____, 2026.

Andrea Muray

City Clerk

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. UEI:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

SUBJECT: City of Jackson and the Greater Jackson Habitat for Humanity Sub-Recipient Agreement

Recommendation:

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

Approve the sub-recipient agreement between the City of Jackson and the Greater Jackson Habitat for Humanity.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sub-recipient agreement between the City of Jackson and the Greater Jackson Habitat for Humanity, for the construction of a new single-family home at 322 Clinton Street, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents.

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: April 21, 2026

RECOMMENDATION: Approve the sub-recipient agreement between the City of Jackson and the Greater Jackson Habitat for Humanity.

ISSUE STATEMENT

The City of Jackson City Council approved the sale of 322 Clinton Street to Habitat for Humanity (for the construction of a new single-family home at their meeting on January 13, 2026. City Council further approved Substantial Amendment #1 to the 2025-2026 Annual Action Plan at the meeting on April 7, 2026. This substantial amendment authorized the reallocation of previously-received HOME funds (from the Department of Housing and Urban Development) and designated their use for a new single-family home, to be constructed by Habitat for Humanity.

DESCRIBE THE CONSEQUENCES

The Greater Jackson Habitat for Humanity cannot begin construction on this new home until a sub-recipient agreement is executed between the necessary parties. Failure to approve this agreement could jeopardize the construction and spending timelines for this project.

OWNERSHIP

The City of Jackson Community Development Department manages CDBG and HOME funds received from HUD. Staff administer funds through various City Council-approved programs, assisting community members and supporting various activities to benefit both low-moderate income individuals and all citizens of Jackson. Reporting, funding suggestions, planning/reporting, and sub-recipient management is handled by the Community Development Department.

SOLUTION

A sub-recipient agreement between the City of Jackson and Habitat for Humanity is required to finalize this contractual agreement, to allow the commencement of construction on this new home by a trusted community partner.

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. Habitat - CHDO Dev Contract for 322 Clinton (2026)



**Developer Contract Between
The City of Jackson
and
Greater Jackson Habitat for Humanity**

City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201
(517) 768-6436
www.cityofjackson.org

For New Construction

THIS CONTRACT is entered into on this _____ day of _____, 2026, by and between the CITY OF JACKSON, located at 161 West Michigan Avenue, Jackson, MI 49201 (herein called the "City"), and GREATER JACKSON HABITAT FOR HUMANITY, whose offices are located at 251 West Prospect Street, Jackson, MI 49203 (hereinafter called the "CHDO");

WHEREAS, the Grantee applied for and received funds from the Department of Housing and Urban Development (HUD) under Title II (the HOME Investment Partnerships Act) of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12701, et seq.; and

WHEREAS, the HOME program requires the City to set aside a minimum of 15% of its annual formula allocation for housing development activities to be undertaken by qualified Community Housing Development Organizations (CHDO); and

WHEREAS, the CHDO is certified to serve as the City's CHDO; and

WHEREAS, the City desires to engage the CHDO to perform certain services and activities; and

WHEREAS, the CHDO agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

Now, THEREFORE, the City and the CHDO do mutually agree as follows:

- 1. Project Objectives.** The project objectives of this Contract are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the CHDO under Paragraph 2 below. The objectives are:

To provide housing opportunities for low- and very-low income families.

- 2. Scope Of Service.**

- A. Project Activities.** In order to accomplish the project objectives defined in Paragraph 1 above, the CHDO shall perform in a lawful, satisfactory and proper manner, the following services and activities:

Construct one (1) new single-family home at 322 Clinton Street, Jackson, MI 49201, for sale to a low-income household upon completion.

See **Attachment A** for further information.

B. *Staffing.*

Contact Person: Greater Jackson Habitat for Humanity
ATTN: Sheila Everts
251 W Prospect St, Jackson, MI 49203

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee. Notification of said changes shall be communicated in writing by the CHDO to the Grantee within a reasonable amount of time.

C. *Budget*

Line Item Description	Amount
New Construction – 322 Clinton Street	\$200,000
Total:	<u>\$200,000</u>

In addition, the City requires a more detailed budget breakdown than the one contained herein, and the CHDO shall provide such supplementary budget information on **Attachment B**. Any amendments to the budget must be approved in writing by both the City and the CHDO.

D. *Communication.* Communication and details concerning this Contract shall be directed to the following contract representatives:

City

City of Jackson Community Development
Department
ATTN: Cory Mays
161 W Michigan Avenue
Jackson, MI 49201
Phone (517) 768-6461
E-mail: cmays@cityofjackson.org

CHDO

Greater Jackson Habitat for Humanity
ATTN: Sheila Everts
251 W Prospect Street
Jackson, MI 49203
Phone (517) 784-6620
E-mail: sheilae@jacksonhabitat.org

3. Time of Performance. The CHDO agrees that the time of performance hereunder shall be from May 15, 2026, until November 15, 2026, or until HOME funds under this Contract are spent providing the services delineated in this Contract.

4. Terms and Conditions.

- A. CHDO shall adhere to the definition contained in 24 CFR 92.2 for qualifying as a CHDO.
- B. City reserves the HUD-required minimum 15% of HOME funds (set-aside) to CHDO for housing development activity in which the CHDO is the owner, developer and/or sponsor of the housing.
- C. CHDO shall construct one (1) new single-family home at 322 Clinton Street, Jackson, MI 49201, to be sold upon completion to low-income purchasers.
- D. All new construction projects must meet the requirements described below:
 - 1. Housing that is newly constructed with HOME funds must meet all applicable State and local codes, ordinances, and zoning requirements. HOME-assisted new construction projects must meet State or local residential and building codes, as applicable or, in the absence of State or local building code, the International Residential Code or International Building Code (as applicable to

the type of housing) of the International Code Council. The housing must meet applicable requirements upon project completion.

2. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable.
 3. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish.
 4. The City must ensure the construction contract(s) and construction documents describe the work to be undertaken in adequate detail so that inspections can be conducted. The City must review and approve written cost estimates for construction and determining that costs are reasonable.
 5. The City must conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
 6. The CHDO may provide downpayment assistance as part of its CHDO set-aside funds. The HOME funds for downpayment assistance shall not be greater than ten (10%) percent of the amount of HOME funds for development of the housing. [24 CFR 92.300(a)(6)(i)]
- E. Housing counseling is a requirement for homebuyers purchasing units developed with HOME funds. A HUD-certified counselor working for a HUD-approved agency must provide the housing counseling. To find a HUD-certified counselor, please visit:
<https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?webListAction=search&searchstate=MI>
- F. For CHDO Operating Expenses, the following conditions apply:
1. Operating expenses shall be reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent and utilities; communication costs; taxes and insurance; equipment, materials and supplies.
 2. Operating expenses are directly associated with the CHDO-related activity of new construction at DeLand Pointe, which is funded by the HUD-required minimum 15% set-aside to a CHDO.

5. Compensation and Method of Payment

- A. *Program Funds.* The City hereby agrees to pay the CHDO \$200,000 from the City's HOME (Entitlement) Funds for eligible expenses made against the line item budget established in Paragraph 2(C) of this Contract. Payments made by the City to the CHDO for said expenses shall be paid on a reimbursable basis, provided that the CHDO has submitted proper and complete source documentation to the satisfaction of the City. Reimbursement requests can be made on any schedule deemed appropriate and agreed-upon between both parties.
- B. *Total Compensation.* It is expressly understood by and between the City and the CHDO that in no event shall the total compensation and reimbursement to be paid to the CHDO pursuant to this Contract, exceed the sum of the City HOME Program funds equaling \$200,000

- C. *Additional Funds.* The CHDO agrees to provide any additional money, services, and/or physical resources which may be required to complete its performance under this Contract.
- D. *Program Income from HOME.* The City and CHDO agree that the CHDO is authorized to utilize program income it may receive from its HOME Program activities for appropriate additional HOME-eligible activities or other housing activities to benefit low-income families.
6. **Continued Funding.** The City makes no implied or explicit guarantee, offer, or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Paragraph 2, Scope of Services.
7. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance except as specified in this Contract.
8. **Finance Procedures; Suspension of Funding.** City's Community Development Department (CD) in its sole discretion, has the authority to suspend, reduce, or disallow any payment(s) of funds to the CHDO under this Contract. Notwithstanding any other provision of this Contract, upon written notice to the CHDO when the internal fiscal controls and records established pursuant to Paragraph 12 are changed without NEO's approval, or when, in the opinion of CD, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose as defined within this Contract and 24 CFR Part 92.
- A. Any payments under this Contract may be suspended by CD upon the CHDO's refusal to accept and comply with any additional conditions or requirements of the City.
- B. Any payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced, suspended, or terminated for any reason.
9. **Contract Modifications.** The City may expand, diminish, or otherwise modify the project objectives, scope of services or any other contract provision related thereto, which the CHDO is required to perform pursuant to Paragraphs 1 and 2 of this Contract; provided, however, that such modifications must be mutually agreed upon in writing by the parties, and incorporated into this Contract.
10. **CHDO's Failure of Performance.**
- A. The failure of the CHDO to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
 2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the CHDO and allow the CHDO ten (10) days to cure the material breach.
 3. In the event the CHDO fails to cure the material breach pursuant to the requirement of Subparagraph 2 above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the CHDO.

- B. In the event the CHDO fails to perform in a satisfactory and timely manner any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the CHDO in a manner which appropriately reflects such reduction or diminution of services or activities.

11. Termination by the City for Non-Compliance or Convenience.

- A. In the event the CHDO fails to fulfill any of the terms, conditions, or obligations of this Contract, or if the CHDO violates any of the covenants, agreements or stipulations of this Contract, the City Manager in his/her sole discretion and without notice, may terminate this Contract with no further liability to the CHDO beyond that expressly provided for within Paragraph 10 hereof.

The City may also, upon 30 days written notice to the CHDO, terminate this Contract for convenience, and all of the City's obligations hereunder, including any obligations to provide financial assistance shall cease. The City may exercise its rights pursuant to this provision regardless of whether the CHDO is in default of any condition or obligation under this Contract. Once the City has provided written notice to the CHDO, the City shall not be obligated to supply financial assistance to the CHDO.

- B. In the event this Contract is terminated:

- 1. All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the CHDO with funds under this Contract, become the property of the City; and
- 2. The CHDO shall receive compensation for any work performed by the CHDO to the City's satisfaction.

- C. It is agreed that nothing contained herein shall:

- 1. Deprive the City of any additional rights or remedies, either at law or equity of under the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, which they may respectively assert against the CHDO upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or
- 2. Relieve the CHDO of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the CHDO; and if it sustains such damages, the City may withhold as a set any payments due the CHDO until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

12. Reports and Information.

- A. *Financial Records and Reports.* The CHDO agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract.
- B. *General Operational Information.* The CHDO shall, on a quarterly basis, provide written reports to the City's Grant Coordinator. Such written reports shall include, but shall not be limited to, a description of all services which have been rendered pursuant to this Contract since the last preceding such report and shall be in a form and shall contain such other information as the City may specify. Failure of the

CHDO to submit within a reasonable time such reports regarding the operations of the CHDO shall be considered a material breach of this Contract.

C. *Administrative Practices and Policies.* The CHDO shall submit its “administrative practices and policies” to the City for review within 60 days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the CHDO’s Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.

D. *Equal Opportunity Employment Reports.*

1. The CHDO shall submit Equal Opportunity Employment Survey Reports to the City at least annually. Where procedures are established by the City for more frequent reporting, the CHDO shall report accordingly, but not to exceed quarterly reports. Nothing in the above should be construed as to preclude supplying information requested pursuant to any investigation that may arise in the event of an illegal discrimination charge.
2. The CHDO shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations. The CHDO will be furnished copies of the aforementioned which are applicable to its operations by the City upon execution of this Contract and the CHDO’s signature hereto shall acknowledge receipt of this documents.

E. *Drug-Free Workplace.* The CHDO will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The CHDO’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (12)(E)(i);
4. Notifying the employee in the statement required by paragraph (12)(E)(i) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (12)(E)(iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (12)(E)(iv)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (12)(E)(i) through (vi).

13. Eligible Costs of the CHDO. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State, and local laws, rules and regulations, and conditions mandated by the City.

14. Records Documentation and Retention.

- A. *Establishment and Maintenance of Records.* The CHDO shall establish and maintain all records required by the Federal regulations at 24 CFR 92.508 concerning any matter covered by this Contract which, from time to time, may be required by the City.
- B. *Retention of Records.*
 1. Unless otherwise expressly authorized by the City, the CHDO shall maintain all records related to this Contract, including financial records and accounts, for a period of five (5) years after receipt of final payment under this Contract.
 2. If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained by the CHDO until all litigation, claims, or audit findings involving the records have been resolved.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the CHDO shall:

- A. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other data, information and materials concerning any matter covered by this Contract; and
- B. Permit the City to audit, examine, excerpt or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
- C. Allow the City to review such documents that are considered as backup to the operation of the CHDO, regardless of funding source, to verify all costs listed in the "Amount" column of Paragraph 2(C) of this Contract; and
- D. Allow independent auditors to have access to the CHDO's records and financial statements as necessary to facilitate the City's requirement to comply with 24 CFR 200.501, as applicable, or the City's annual audit requirement.

16. Financial Management.

- A. *Accounting Standards.* The CHDO agrees to comply with 24 CFR 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred under this Contract.
- B. *Annual Audit.* The CHDO agrees to have an annual audit in accordance with current City policy and as applicable with 200.501. This completed audit report will be provided to the City for review as soon as reasonably possible.
- C. *Cost Principles.* The CHDO shall administer the program in conformance with 24 CFR 92.505, 24 CFR 200 Subpart E for all costs incurred under this Contract.
- D. *Procurement Requirements.* The CHDO shall comply with 24 CFR 200.317 – 200.326 when procuring materials pursuant to this Contract, and shall follow 24 CFR 200.310 – 200.316 which covers utilization of property in association with the performance of duty specific in this Contract.
- E. *Close Outs.* The CHDO's obligation to the City shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to, mailing final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and receivable accounts to the City), and determining the custodianship of records.

17. Conflict of Interest. The CHDO agrees to abide by the provisions of 24 CFR 200.112 and 92.356, which include (but are not limited to) the following:

- A. The CHDO shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the CHDO shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the CHDO shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CHDOs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- D. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CHDO.
- E. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted

activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the CHDO, or any designated public agency.

- F. In the procurement of supplies, equipment, construction, and services by CHDO, the conflict of interest provisions above shall apply.

- 18. Subcontracting.** The CHDO shall not assign or transfer any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the CHDO from the City pursuant to this Contract may be assigned or transferred to a bank, trust company or other financial institution without such consent, and the CHDO shall promptly notify the City of any such assignment or transfer. The CHDO will include the provisions of Section 21, Civil Rights and Section 22, Labor Law, of this Contract, in any subcontract or purchase order so that such Sections will be binding upon the CHDO and/or vendor.
- 19. Prohibited Activities.** None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for the propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the Jackson City Council, or for the Sectarian or religious activities.
- 20. “Hold Harmless” Clause.** The CHDO shall indemnify and hold harmless the City against any and all damages to property, or injuries to or death of any person or persons, including the property and employees or agents of the City, and the CHDO shall defend, indemnify, and save harmless the City from any and all claims, demands, suits, liabilities, and/or payments, actions, or proceedings of any kind or nature, including worker’s compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the CHDO or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CHDO under the terms and conditions of this Contract. The CHDO shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.
- 21. Civil Rights**
 - A. The CHDO agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended and all other Federal laws, rules and regulations related to civil rights in carrying out this Contract.
 - B. The CHDO agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, weight, or age. Additionally, the CHDO agrees that it will establish and thereafter maintain an Affirmative Action Plan which is in compliance with the requirements promulgated by the Michigan Civil Rights Commission, and that it will establish written personnel procedures and policies setting forth all of its personnel rules, guidelines, practices, and terms and conditions of employment. The Affirmative Action Plan and personnel rules established may be amended from time to time as necessary. The CHDO shall supply the City with copies of its personnel policies and Affirmative Action Plan, and with copies of any amendment made of them. A violation of this Paragraph of this Contract shall be a material breach of this Contract.

- C. The CHDO will, in all solicitation or advertisements for employees placed by or on behalf of the CHDO, state that all qualified applicants will receive consideration for employment without regard to race color, religion, height, weight, marital status, sex, sexual preference, age, handicap or national origin.
- D. The CHDO will send to each labor union or representative of workers with which the CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the labor union or workers' representative of the CHDO's commitments under this Contract and shall post copies of this notice in conspicuous places available to the employees and prospective employees under this Contract.
- E. In the event of the CHDO's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
- F. The CHDO will use its best efforts to afford women and minority-owned enterprises (WMBE) the maximum practicable opportunity to participate in the performance of this Contract.
- G. The CHDO will, in all solicitations or advertisements for employees placed by or on behalf of the CHDO, state that it is an Equal Opportunity or Affirmative Action Employer.

22. Compliance with Labor Law. In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, the CHDO shall comply with all applicable Federal, State, and local labor laws including the Davis-Bacon Act, as amended (40 USC 874, as supplemented by 29 CFR Part 3) and Federal Fair Labor Standards provision, as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15), Section 2 of the Act of June 13, 1934, as amended (40 CFR 276(c)).

23. City Charter. It is clearly understood that nothing contained in this Contract shall deprive the City of any rights that it may exercise by virtue of the provisions of the Charter of the City.

24. Severability of Provisions. If any clauses, paragraphs or parts of this Contract are held invalid, or if any portion of any clause, paragraph, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties, or rights of the City shall be exercised by and through this Contract as specified herein.

25. Waiver. The failure of the City to demand compliance with any term of this Contract, or to take action when this Contract is breached in any way, shall not be considered a waiver of that contractual requirement thereafter, nor of the City's right of action for the breach of that term.

26. Insurance and Bonds. In addition to any other insurance and bonding requirements of this Contract, the CHDO shall maintain at least the following insurance coverage:

- A. Workers' compensation coverage that meets at least the minimal State of Michigan statutory requirements.
- B. The CHDO shall, at the time of execution of this Agreement, file with the City the Certificate of Insurance, which shall cover all of the CHDO's insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said City and its

officers, agents and employees. Each such policy and certificate shall be satisfactory to the City and shall bear an endorsement precluding the cancellation or reduction in coverage without giving notice to the City at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CHDO's responsibility for payment of damages resulting from their operations under this Agreement.

The CHDO shall maintain insurance in force at all times during the term of this Agreement at the minimum amounts and types as indicated below:

Workers' Compensation	\$100,000 or statutory limit as required under the MI Workers' Compensation Act, whichever is higher
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~and~

Comprehensive General Liab. (Including Pollution and XCU if Appropriate)	Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence \$500,000 aggregate
or Combined Single Limit		\$1,000,000 each occurrence \$1,000,000 aggregate

~and~

Automobile Liability	Bodily Injury	\$1,000,000 each person
		\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
or Combined Single Limit		\$1,000,000

The City shall be listed as an additional insured on all liability coverages, and shall be provided with a Certificate of Insurance which reflects this additional insured status. All certificates and notices shall be sent to the Community Development Department, ATTN: Cory Mays, 161 West Michigan Avenue, Jackson, MI 49201.

- C. The CHDO shall comply with the bonding and insurance requirements of 24 CFR 200.325, as they may apply.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

28. Royalties, Patents, Notices, and Fees. The CHDO shall give all notices and pay all royalties and fees, if applicable, to carrying out the provisions of this Contract. The CHDO shall defend all suits or clauses for infringement or any patent rights and shall save the City harmless from loss on account thereof.

29. Copyright. If this Contract results in any copyrightable material, the City reserves the right to royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

EXHIBIT A

Construction Specifications

Home construction to consist of two-story home construction from 1,200-1,400 sq. ft. in areas of the city with primarily 2 story home 3 bedrooms and 2 bathrooms. Plan sets must be provided to the City of Jackson Building Department for final review for any accepted proposal(s).

- Funding by Contractor- Contractor to cover full costs of construction with final payment at completion of project.
 - Ancillary costs provided and funded by the City of Jackson
 - Concrete drive cut
 - Sewer tap and lead stub to property line (back of City sidewalk)
 - Water tap and connection to City stop box at sidewalk
 - Street trees where required
- Provide plan sets to the City of Jackson Building Department for site plan layout and setbacks and proposed home construction for review and approval for site.
- Site design- Provide home design in accordance with Chapter 28 of the Jackson City Code of Ordinances and provide plan design and overall appearance to compliment the surrounding neighborhoods.
 - Setbacks per Chapter 28- Section 28-43 Lot, width, yard, building height requirements- Residential Districts
 - Driveway- 4" concrete or 3 ½" asphalt driveway to extend 30' beyond front of home
 - Private Sidewalk- 4" concrete to extend from driveway to front porch
 - Minimum 8" overhangs on eave and rakes of home
 - Roof pitch and general layout of exterior facades and building materials to compliment the surrounding neighborhood and as permitted by 28-115 Table of Acceptable Wall Materials

Foundation - Basement

- Provide 8' poured wall basement
- Min 8"x16" spread footing
- Provide minimum 20' rebar in footing for electrical service bonding with rebar extended through top of foundation wall near electrical service location
- 8" poured walls with #4 rebar 48" o.c. with minimum 3- #4 horizontal
- Provide egress window and composite window well to meet requirements for Michigan Building Code 2015 for size/ladder. Provide drain tile at base of well to connect to foundation perimeter drain system
- Provide form a drain or 4" drain tile full interior/exterior perimeter drained to daylight or to sealed sump crock
- Provide pea stone cover over all foundation drainage
- Damp-proof coat all exterior foundation walls to grade
- Provide 4" pea stone at basement grade with 6 ml plastic below 4" concrete floor
- Provide radon provisions as required by the MRC 2015

Front porch

- Provide minimum 5'x16' covered front porch
- Concrete foundation and cap
- Provide maintenance free post wraps, guardrail, stairway and hand-railings

Rear/side entrance

- Provide code compliant zero-step entry at front exit doorway

Wall Construction

- Provide 2x4 or 2x6 wall framing with double top plate 16" o.c. with insulation systems to meet requirements of the Michigan Energy Code 2015 Chapter 11 requirements for foundation walls, house walls, ceilings, windows, doors, lighting, HVAC

Roof Construction

- Provide trussed roof system on primary home and truss or rafter framing on porch, overhangs and decorative elements in accordance the Michigan Residential Code Chapter 8 requirements
- Provide gutters and downspouts of colors to compliment home architectural design and color
- Provide minimum 5/12 roof pitch

HVAC system

- Provide high efficiency furnace and water heater with all ductwork and ventilation in accordance with Michigan Residential Code 2015
- Provide central air conditioning

Electrical System

- Provide 200 amp service
- Provide service mast and conduit entrance feeder to home.
- Interior wiring systems to be provided in accordance with the Michigan Residential Code 2015
- Provide hard wired with battery backup smoke detectors and carbon monoxide detectors to requirement of Michigan Residential Code Sections R314/R315

Plumbing

- Provide minimum 2 bathrooms
- Provide fiberglass tub/shower unit- Aker or equivalent
- Provide all plumbing supply/drains/venting and fixtures for bathrooms, kitchen sink, dishwasher, ice maker hookup, laundry and front and rear exterior hose connection.

Appliances

- Provide complete kitchen appliance package, including refrigerator, stove, microwave, and dishwasher

Kitchen and bath cabinetry- Provide solid wood cabinetry

Shed- Provide minimum 8'x8' shed to meet City Zoning setback requirements and of complimentary design as primary home structure. Please note, shed not required if attached/detached garage is included

Yard installation- Provide 3" top soil/seed/straw

Accessibility Standards

Requirement 1. An accessible building entrance on an accessible route.

- If there are separate entrances for ground-floor units, each entrance must be accessible.
- If there are common entrances to a multi-unit building, at least one entrance – typically used by the resident for entering the building – must be accessible.
- An accessible entrance must be located on a route that a person in a wheelchair can easily travel, leading to and from meaningful locations; e.g., parking, public transportation, other buildings in the complex, and amenities such as laundry room, recreational facilities etc. (Refer to ANSI, Section 4.3)

Requirement 2. Accessible common and public use areas.

- Parking areas, curb ramps, passenger loading areas, building lobbies, lounges, halls and corridors, elevators, public use restrooms, and rental or sales offices must be accessible to people with disabilities.
- Public use areas also include drinking fountains/water coolers, mailboxes, laundry rooms, community and exercise rooms, swimming pools, playgrounds, recreation facilities, nature trails.

Requirement 3. Usable doors (usable by a person in a wheelchair).

- Doors must be wide enough to enable a person in a wheelchair to maneuver through them easily. These include: public and common use doors, doors leading into an individual dwelling unit, and all doors within the dwelling unit itself. (Doors in public or common use areas can comply by using ANSI standards.)
- For wheelchairs, doors must have a minimum clear opening width of 32" (measure from face of door to the stop, with door open 90 degrees).
- All types of doors are covered; hinged doors, sliding doors, folding doors.
- Doors leading to any outdoor amenities the dwelling may have—balcony, patio, deck—are covered. If a deck or patio has doorways leading into two or more separate rooms, all these doors must be usable.

Requirement 4. Accessible route into and through the dwelling unit.

- Thresholds of a unit's exterior doors may not exceed $\frac{3}{4}$ " (also applies to sliding door tracks).
- In single story units, changes in height of $\frac{1}{4}$ " to $\frac{1}{2}$ " must be beveled. Those greater than $\frac{1}{2}$ " must be ramped or have other means of access.
- Minimum clear width for accessible route inside the unit is 36".
- Hallways, passages, and corridors must be wide enough to allow room to maneuver a wheelchair throughout the unit.

Requirement 5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

- Operable parts of controls must be no lower than 15" and no higher than 48".
- Switches, outlets, thermostats, and controls must be accessible to people in wheelchairs.

Requirement 6. Reinforced walls in bathrooms for later installation of grab bars.

- Walls in bathrooms must be reinforced so that grab bars near the toilet, tub, shower, and shower seat, if provided, can be added later. (Refer to diagrams in HUD guidelines for locations and acceptable dimensions of wall reinforcements.)

Requirement 7. Usable kitchens and bathrooms.

- A minimum of 40" of clear floor space is required in kitchens to allow a person in a wheelchair to maneuver between opposing base cabinets, countertops, appliances, or walls.
- A U-shaped design requires a minimum of 5' in diameter clear space, or removable cabinets at the base of the "U."
- Appliances must be located so they can be used by a person in a wheelchair. A 30"x48" clear floor space is required for a parallel or forward approach.
- Adequate maneuvering space is required in bathrooms so that a person in a wheelchair can easily enter, close the door, use the facilities and fixtures, and exit.

- HUD guidelines provides two sets of specifications for suitable bathrooms: Option A and Option B.
- With Option A, all bathrooms must include providing a basic degree of maneuverability to meet Option A requirements.
- With Option B, only one bathroom must meet Option B requirements, which provide for a stricter degree of maneuverability. Other bathrooms require usable doors, reinforced walls, switches/outlets in accessible locations, and must be on an accessible route.

Additional Notes

1. Main-level full bathroom and bedroom
2. Zero-grade entrance (at least 1)
3. Installation of a radon mitigation system



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: Sale of City-owned property — 755, 757 Tomlinson Street

Recommendation:

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

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

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of City-owned property located at 755 Tomlinson Street and 757 Tomlinson Street, Jackson, MI 49203 to AgriCon, LLC for the total sum of \$600, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction

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: April 21, 2026

RECOMMENDATION: Approve the sale of City-owned property to AgriCon, LLC for the construction of new single-family homes.

ISSUE STATEMENT

The City currently owns numerous vacant residential lots. AgriCon, LLC would like to construct new single-family homes on two of those lots. The parcels will be sold for \$300 each (\$600 total). 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 these City-owned parcels, for the construction of a new single-family homes. The parcels included in this sale are:
755 Tomlinson Street (parcel #6-130900000)
757 Tomlinson Street (parcel #6-131000000)

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. Tony Bassett DO (755-757 Tomlinson)
2. 755 Tomlinson QC Deed (Bassett)
3. 757 Tomlinson QC Deed (Bassett)

**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 vacant parcels owned by the City for the purpose of building single family homes;

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

LOT 28, BLOCK 3, CARR'S EAST ADDITION

Commonly known as: 755 TOMLINSON STREET, JACKSON, MICHIGAN 49203
Tax Parcel No. 6-130900000

AND

LOT 29, BLOCK 3, CARR'S EAST ADDITION

Commonly known as: 757 TOMLINSON STREET, JACKSON, MICHIGAN 49203
Tax Parcel No. 6-131000000

WHEREAS, the parties desire to ensure that the construction of two (2) single-family home will take place, and set forth the terms of this Agreement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, THREE HUNDRED DOLLARS and 00/100 (\$600.00) for the Property in consideration for the City transferring ownership of the Property to Developer; and

WHEREAS, this Agreement is being entered into between the parties to transfer the Property and establish requirements on Developer to develop the Property as described herein. This Agreement establishes that Developer will release its rights and transfer the Property back to

the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

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

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

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

Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.

C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct a single-family structures on the Property.

D. SPECIFIC DEVELOPMENT CRITERIA.

- i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.
- ii. Developer must comply with the following if and when Developer obtains title to the Property:
 - a). Commencement of Development must occur within thirty (30) days from the date of execution of this Agreement;
 - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
 - c). Completion of Development for the Property must occur within twelve (12) months from the date of execution of this Agreement;
- iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Property prior to transfer of deed.
- iv. Should another interested party desire to purchase and develop the agreed-upon lots contained and referenced in this agreement (per a written request submitted to the City and/or Developer), Developer shall have ten (10) days

from the executed date of this agreement to exercise its right-of-first-refusal and either:

- a). Commence construction on the lot(s) in question, or;
- b). Transfer ownership of said lot(s) to the City of Jackson through a quit claim deed

E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

F. CITY'S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Property, after closing the City agrees to provide the necessary extension of the public water line from the street to the City stop box (at sidewalk); sewer tap and lead stub from the street to the property line (back of City sidewalk); any required curb cuts from the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing.

7. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.

8. REVERSION OF PROPERTY TO THE CITY. The Property shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:

- (a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;
- (b). A default occurs as described in Paragraph 7;

(c). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or

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

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

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

14. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
15. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called “Notices”) required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

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

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

If to Developer, to: 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 _____

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 28, BLOCK 3, CARR’S EAST ADDITION

Commonly known as: 755 TOMLINSON STREET, JACKSON, MICHIGAN 49203
Tax Parcel No. 6-130900000

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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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 29, BLOCK 3, CARR’S EAST ADDITION

Commonly known as: 757 TOMLINSON STREET, JACKSON, MICHIGAN 49203
Tax Parcel No. 6-131000000

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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MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: **Change Order 2 to the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC.**

Recommendation:

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

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 2 to the Hazardous Tree Removal Program 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: April 21, 2026

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

ISSUE STATEMENT

The work for the Hazardous Tree Removal Program contract with Top Notch Tree Care, LLC is now complete. As such, the attached balancing change order has been prepared to match contract quantities with actual quantities placed 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 original quantities included in the 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 \$19,229.50, bringing the current contract amount to \$175,503.50.

OWNERSHIP

Engineering is assisting the Department of Public Works in the removal of hazardous and unhealthy trees.

On January 14, 2025, City Council approved the award of the original contract to Top Notch Tree Care, LLC of Leslie, Michigan in the amount of \$106,850.00.

On January 28, 2025, City Council approved Change Order 1 to the original contract to add tree removal work within construction zones ahead of the seasonal tree-cutting restrictions on April 4, 2025.

On January 13, 2026, City Council approved the first of two renewals to the original contract. During the course of this work, Engineering identified additional hazardous trees to be removed.

SOLUTION

Engineering has prepared this balancing change order after measuring the final quantities in the field. The costs for the additional tree removals were obtained from the contractor, compared to industry-wide average unit prices, and determined to be fair and reasonable. The contractor has agreed to the final quantities contained in this balancing change order.

FACILITATE IMPLEMENTATION

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

CHANGE ORDER NO. 2
To Contract for
ENG25-04 Hazardous Tree Removal Program Reconstruction
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	\$ 106,850.00
APPROVED CHANGE ORDER NO. 1	\$ 22,850.00
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	\$ 129,700.00
APPROVED RENEWAL NO. 1	\$ 26,574.00
CURRENT CONTRACT AMOUNT AS SET BY RENEWAL NO. 1	\$ 156,274.00
CHANGE ORDER NO. 2	\$ 19,229.50
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	\$ 175,503.50

REASON FOR CHANGE:

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:

Top Notch Tree Care, LLC.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

ENG 25-04 HAZARDOUS TREE REMOVAL PROGRAM

Balancing Change Order

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max (10%)	1.00	0.00	1.00	LS	\$0.00	\$ -	\$ -
0002	2027050	Tree, Rem, Less than 17 inches_2025	4.00	0.00	4.00	Ea	\$400.00	\$ -	\$ -
0003	2027050	Tree, Rem, 17 to 24 inch_2025	32.00	-19.00	13.00	Ea	\$950.00	\$ -	\$ (18,050.00)
0004	2027050	Tree, Rem, 25 to 32 inch_2025	31.00	5.00	36.00	Ea	\$1,350.00	\$ 6,750.00	\$ -
0005	2027050	Tree, Rem, 33 to 40 inches_2025	13.00	1.00	14.00	Ea	\$1,800.00	\$ 1,800.00	\$ -
0006	2027050	Tree, Rem, 41 to 52 inch_2025	3.00	10.00	13.00	Ea	\$2,300.00	\$ 23,000.00	\$ -
0007	2027050	Tree, Rem, Larger than 52 inch_2025	1.00	3.00	4.00	Ea	\$2,700.00	\$ 8,100.00	\$ -
0012	2027050	Tree, Rem, Less than 17 inches_2025	35.00	-13.00	22.00	Ea	\$400.00	\$ -	\$ (5,200.00)
0017	2027050	Tree, Rem, 17 to 24 inch_2025	6.00	2.00	8.00	Ea	\$950.00	\$ 1,900.00	\$ -
0022	2027050	Tree, Rem, 25 to 32 inch_2025	1.00	0.00	1.00	Ea	\$1,350.00	\$ -	\$ -
0027	2027050	Tree, Rem, 33 to 40 inch_2025	1.00	-1.00	0.00	Ea	\$1,800.00	\$ -	\$ (1,800.00)
0037	2027050	Tree, Rem, 25 to 32 inch_2026	5.00	1.00	6.00	Ea	\$1,390.50	\$ 1,390.50	\$ -
0042	2027050	Tree, Rem, 33 to 40 inch_2026	5.00	-4.00	1.00	Ea	\$1,854.00	\$ -	\$ (7,416.00)
0047	2027050	Tree, Rem, Larger than 52 inch_2026	1.00	0.00	1.00	Ea	\$2,781.00	\$ -	\$ -
0052	2027050	Tree, Rem, 41 to 52 inch_2026	0.00	4.00	4.00	Ea	\$2,433.38	\$ 9,733.50	\$ -
0062	2027050	Tree, Rem, 17 to 24 inch_2026	8.00	-1.00	7.00	Ea	\$978.50	\$ -	\$ (978.50)
Total:								\$ 52,674.00	\$ (33,444.50)
Net Change:								\$ 19,229.50	
Current Contract Amount:								\$ 156,274.00	
Revised Contract Amount:								\$ 175,503.50	



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

SUBJECT: Private Lawn Mowing Contract

Recommendation:

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

Award the Private Lot Mowing Contract to Elysian Landscape & Flatwork LLC as they were the lowest bidding qualified contractor.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: April 21, 2026

RECOMMENDATION: Award the Private Lot Mowing Contract to Elysian Landscape & Flatwork LLC

ISSUE STATEMENT

Schedule and implement the as-needed mowing of Private Lots for the duration of the mowing season in accordance with the Noxious Weed Ordinance Section 26-75 and Section 26-77. The City of Jackson issued requests for bids for the mowing of Private Lots within the city.

DESCRIBE THE CONSEQUENCES

The maintenance of Private Lots throughout the City of Jackson is critical in maintaining the appearance, controlling blight and attributing to the safety of the community. Private Lot Mowing is complaint driven. Locations are taken through multiple sources weekly and a list is provided to the contractor every Friday throughout the growing season.

OWNERSHIP

Public Works has had the responsibility for the contracted maintenance of Private Lot Mowing since 1998. A contractor has been utilized for the mowing of Private Lots since 1998.

SOLUTION

The objective is to work directly with the lowest bidding, qualified contractor to facilitate and enforce the noxious weed ordinance when necessary. This contract does have the potential if all parties are satisfied for three, 1-year renewals, which could result in a 4-year contract. An extended contract provides a continued relationship with a contractor familiar with the scope of work and the deadlines involved, which results in efficiency and customer satisfaction. This project is included in the annual budget, and all work performed is charged back to the property owners.

Lowest qualified bid: Elysian Landscape & Flatwork LLC

Bid amount: \$34,150.00

FACILITATE IMPLEMENTATION

Award the Private Lot Mowing Contract to Elysian Landscape & Flatwork LLC as they were the lowest bidding, qualified contractor.

ATTACHMENTS

1. Bid Tabulation - 2026 Private Lot Mowing

Bid Tabulation - 2026 Private Lot Mowing April 8, 2026				Elysian Landscape & Flatwork LLC. 511 Dalton Rd. Jackson, MI 49201		Greener Solutions Lawn & landscape 1556 Park Dr. Jackson, MI 49203		MOHAWK REFUSE 216 W. Euclid Jackson, MI 49203	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	1 - 5,000 Square Feet	110	LOT	\$25.00	\$2,750.00	\$28.00	\$3,080.00	\$40.00	\$4,400.00
2	5,000 - 10,000 Square Feet	180	LOT	\$28.50	\$5,130.00	\$30.00	\$5,400.00	\$50.00	\$9,000.00
3	10,001 - 20,000 Square Feet	50	LOT	\$34.50	\$1,725.00	\$35.00	\$1,750.00	\$65.00	\$3,250.00
4	20,000 - 43.560 Square Feet (up to 1 acre)	20	LOT	\$68.00	\$1,360.00	\$45.00	\$900.00	\$75.00	\$1,500.00
5	Over 43,561 Square Feet (over 1 acre)	10	LOT	\$68.50	\$685.00	\$50.00	\$500.00	\$85.00	\$850.00
6	Noxious Weeds/Extra Work - Hourly rate for 2-person crew	150	HR RATE	\$150.00	\$22,500.00	\$175.00	\$26,250.00	\$40.00	\$6,000.00
	Total				\$34,150.00		\$37,880.00		\$25,000.00

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

SUBJECT: **Approval of a Resolution to Tentatively Award a Drinking Water State Revolving Fund (DWSRF) Phase 3 Lead Service Line Replacements contract to SWT Excavating, Inc.**

Recommendation:

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

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the DWSRF Phase 3 Lead Service Line Replacement contract award. 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: April 21, 2026

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

ISSUE STATEMENT

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) Lead and Copper rule requires the removal of all lead services lines (LSLs) from all water systems in state. Therefore, the City of Jackson is responsible for replacing all the LSLs in the City.

DESCRIPTION OF CONSEQUENCES

As part of the continued effort to remove lead service lines from the City's water system, Engineering developed a contract to replace lead service lines in the area bounded by W Michigan Avenue, S West Avenue, Audubon Boulevard, W Prospect Street, and Martin Luther King Jr. Drive (see attached map).

The results for sealed bids that were opened on April 6, 2026 are shown in the table below.

Name	Bid	Over/Under Est	% of Est
Engineer's Estimate	\$ 4,386,300.00	\$ 0.00	100%
SWT Excavating, Inc., Galesburg, MI	\$ 3,292,663.00	- \$ 1,093,637.00	75.07%
Super Construction, LLC, Bay City, MI	\$ 3,387,470.00	- \$ 998,830.00	77.23%
Murphy Pipeline Contractors, Jacksonville, FL	\$ 3,416,430.00	- \$ 969,870.00	77.89%
LGC Global, Inc., Detroit, MI	\$ 3,487,254.00	- \$ 899,046.00	79.50%
All Seasons Underground Construction, Inc., Tipton, MI	\$ 3,525,350.00	- \$ 860,950.00	80.37%
Precision Pipeline, LLC, Eau Claire, WI	\$ 3,630,018.00	- \$ 756,282.00	82.76%
Five Star Energy Services, LLC, Waukesha, WI	\$ 3,935,850.00	- \$ 450,450.00	89.73%

The contract is subject to one (1) renewal contingent upon approval by both the contractor and the City. This project will be paid for using State of Michigan Drinking Water State Revolving Funds (DSWRF). Half of the DWSRF funds are forgivable as a grant. The other half will be bonded and paid back over a period of 30 years using Water Funds. As the DWSRF funds are federal funds that pass through the state, federal requirements are applicable to the bidding process and the performance of the work by the successful bidder.

OWNERSHIP

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

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

The submittal received from All Seasons Underground Construction, Inc. was not uploaded in the required PDF format, which is the only OpenGov-approved format accepted for security and system compatibility reasons. As a result, the submission could not be properly accessed or downloaded for review and evaluation within the platform and was therefore disqualified from scoring.

The submittal from Precision Pipeline, LLC was largely incomplete and did not include sufficient required information or documentation to allow for a meaningful evaluation. Due to the lack of necessary materials to fairly assess the proposal, this submittal was also disqualified from scoring.

The scoring results are shown in the table below.

Company	A	B	C	D	E	Total
SWT Excavating, Inc., Galesburg, MI	24	24	15	7	24	94
Super Construction, LLC, Bay City, MI	25	24	13	7	23	92
Murphy Pipeline Contractors, Jacksonville, FL	25	22	13	7	16	83
LGC Global, Inc., Detroit, MI	25	22	13	7	15	82
Five Star Energy Services, LLC, Waukesha WI	25	21	15	7	16	84

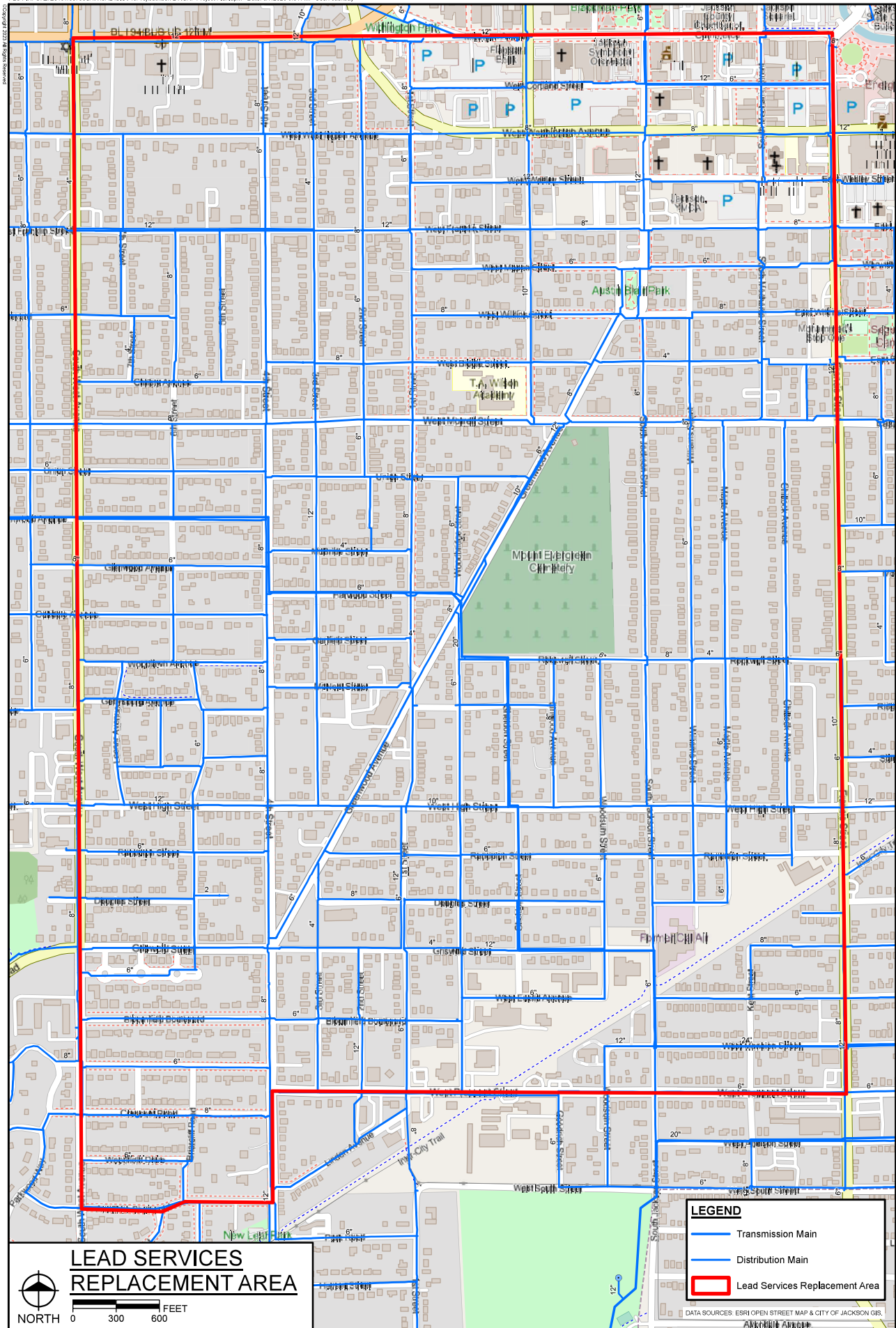
SOLUTION

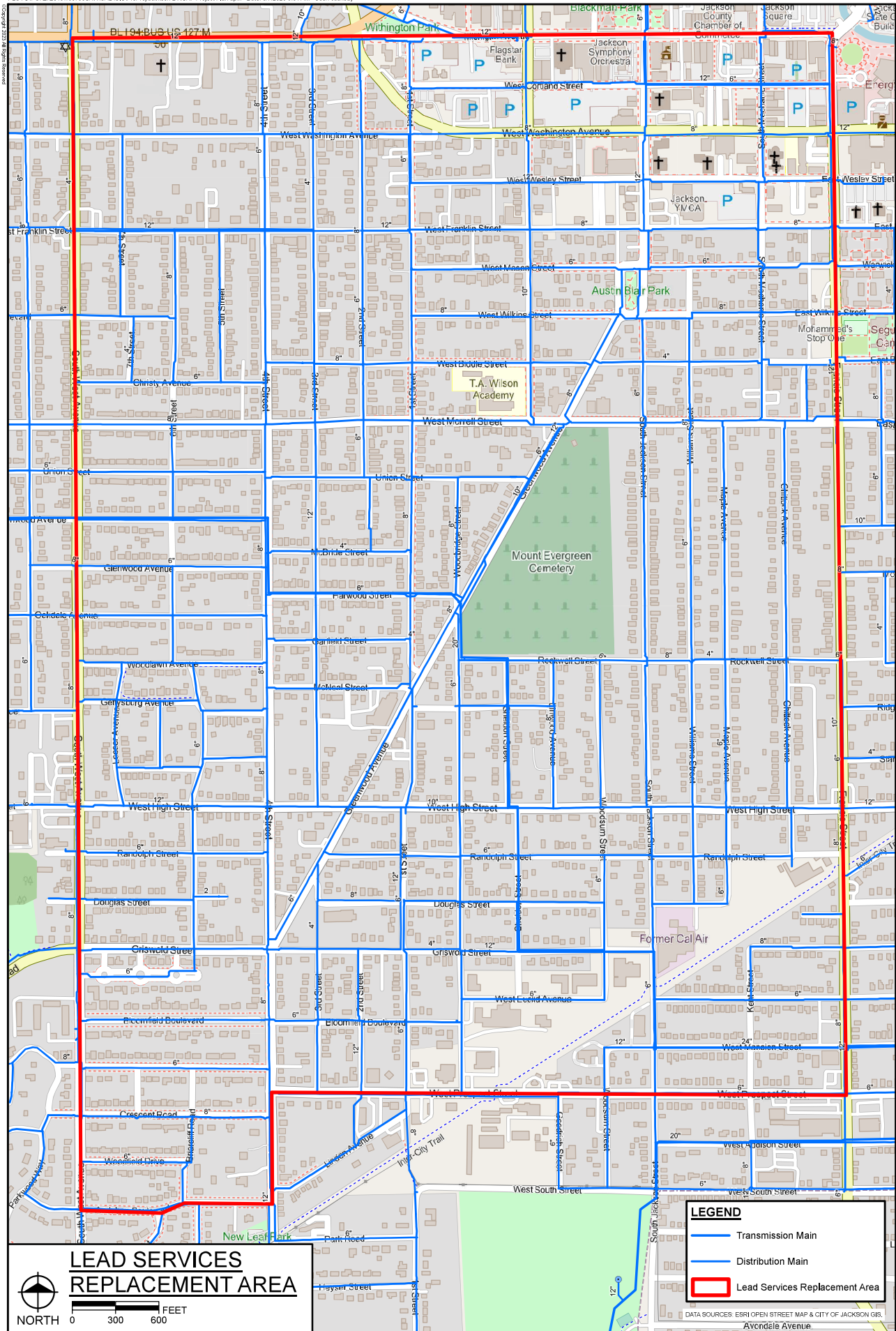
To progress the City's ongoing effort to replace lead service lines as quickly and economically as possible, it is the request of Engineering in concurrence with the Purchasing Agent that this contract be awarded to SWT Excavating, Inc. as their bid cost is the lowest and their Responsible Contractor scoring the highest.

FACILITATE IMPLEMENTATION

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

TRW/kmm





LEAD SERVICES REPLACEMENT AREA

0 300 600 FEET

- LEGEND**
- Transmission Main
 - Distribution Main
 - Lead Services Replacement Area

DATA SOURCES: ESRI/OPEN STREET MAP & CITY OF JACKSON GIS

PROJECT NO. 221854

City of JACKSON Michigan

City of Jackson
Jackson County, Michigan

Drinking Water State Revolving Fund

fishbeck

Engineers | Architects | Scientists | Constructors

**A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT
FOR LEAD SERVICE LINE REPLACEMENTS**

WHEREAS, the City of Jackson wishes to replaced lead service lines within the water distribution system; and

WHEREAS, the lead service line replacement project formally adopted on April 29, 2025, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Jackson has sought and received construction bids for the proposed improvements as the DWSRF Phase 3 Lead Service Line Replacement and has received a low bid in the amount of \$3,292,663.00 from SWT Excavating, Inc.; and

WHEREAS, the project engineer, Fishbeck Inc., has recommended awarding the contract to the low qualified bidder.

NOW THEREFORE BE IT RESOLVED that the City of Jackson tentatively awards the contract for construction of the lead service line replacements project to SWT Excavating, Inc., contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on April 21, 2026. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020.

Andrea Muray, City Clerk

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 21, 2026
SUBJECT: Tentative Change Order 1 to the Drinking Water State Revolving Fund (DWSRF)
Phase 3 Lead Service Line Replacements contract with SWT Excavating, Inc.

Recommendation:

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

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 1 to the DWSRF Phase 3 Lead Service Line Replacements contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: April 21, 2026

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

ISSUE STATEMENT

The City of Jackson secured approximately \$5M in state Drinking Water State Revolving Fund (DWSRF) financing for the replacement of water service lines to comply with the State's Lead and Copper Rule. These DWSRF funds pay for both contract construction and engineering costs. However, because the low bid provided by SWT was lower than the Engineer's Estimate, the current contract utilizes only a portion of the available funds. This Tentative Change Order will add work to SWT's contract to expend the remainder of the available funds and further progress the City's lead service line replacement program.

DESCRIPTION OF CONSEQUENCES

The DWSRF final funding application is due before the end of April, 2026, and this Change Order must be included in the application to secure the remaining available funds. The attached Tentative Change Order adds funding for the replacement of approximately 112 lead service lines.

If the additional work is not authorized, the available DWSRF funds will remain underutilized. Half of the proposed \$760,383.00 in additional work will be forgiven as a grant. For the other half, Water Funds will be used to make bond payments over a period of 30 years. This change order represents an increase of \$760,383.00, bringing the current contract amount to \$4,053,046.00.

OWNERSHIP

The available DWSRF funding for lead service lines is allocated as follows:

\$ 4,938,046.00	Total available DWSRF funding	Adopted on 04-29-2025
- \$ 885,000	Current engineering contract	Awarded to Fishbeck on 02-10-26
- \$ 3,292,663	Current construction contract	Awarded to SWT on 04-21-26
= \$ 760,383	Remaining available DWSRF funding	To be added to SWT contract

SOLUTION

To ensure that the available DWSRF funding is fully utilized to maximize the number of lead service line that get replaced, it is requested that the attached Tentative Change Order be approved to allow the reminder of funds to be spent on additional lead service line replacements under the current contract with SWT Excavating, Inc., of Galesburg, Michigan.

FACILITATE IMPLEMENTATION

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

TENTATIVE CHANGE ORDER NO. 1
To Contract for
ENG26-06 DWSRF Phase 3 Lead Service Line Replacements
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT **\$ 3,292,663.00**

TENTATIVE CHANGE ORDER NO. 1 **\$ 760,383.00**

NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1 **\$ 4,053,046.00**

REASON FOR CHANGE:

To add funding to fully utilize available DWSRF financing.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

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

ACCEPTED BY:

SWT Excavating, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

SUBJECT: Resolution — 'No Mow May'

Recommendation:

Approve the resolution for “No Mow May” from May 1, 2026 until May 31, 2026 in the City of Jackson.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jonathan Greene, City Manager

DATE: April 21, 2026

RECOMMENDATION: Approve 'No Mow May' in the City of Jackson from May 1, 2026 until May 31, 2026.

ISSUE STATEMENT

Bees and other pollinators are integral to the pollination of plants necessary to grow a wide diversity of essential foods, including fruits, nuts, and vegetables. Their populations are threatened due to habitat loss, pathogens, and parasites.

DESCRIBE THE CONSEQUENCES

Early spring is critical to pollinators, it is when they are most vulnerable and least supported by the environment. If No Mow May isn't practiced, they lose access to early-season food and habitat.

OWNERSHIP

The Jackson City Council recognizes that bees and other pollinators are essential to the pollination of plants that produce a wide variety of vital foods.

SOLUTION

City Council finds it is in the public interest, and consistent with adopted City policy, to demonstrate its commitment to a safe and healthy community environment through initiatives that support pollinator populations.

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. No Mow May RESOLUTION 2026

RESOLUTION 2026-XX

WHEREAS, the Jackson City Council recognizes that bees and other pollinators are integral to the pollination of plants necessary to grow a wide diversity of essential foods, including fruits, nuts, and vegetables; and

WHEREAS, pollinator populations are threatened due to habitat loss, pathogens, and parasites; and

WHEREAS, recent research suggests that bee pollinators make use of no-mow spaces as key floral resources during early spring in the Midwestern United States; and

WHEREAS, pollinators and floral resources share a mutually beneficial relationship, whereby increases in pollinator populations support greater floral abundance and vice versa; and

WHEREAS, the City Council finds it is in the public interest, and consistent with adopted City policy, to demonstrate its commitment to a safe and healthy community environment through initiatives that support pollinator populations; and

WHEREAS, the City Council also affirms its responsibility to uphold and enforce City ordinances that protect neighborhood standards, property maintenance, and public safety, and acknowledges ongoing compliance concerns, particularly related to front yard maintenance.

THEREFORE BE IT RESOLVED, that the Jackson City Council declares “No Mow May,” and encourages property owners to refrain from mowing designated open spaces in their rear yards only from May 1 through May 31, 2026; and

THEREFORE BE IT RESOLVED, that this initiative does not apply to front/street facing yards, and all applicable City ordinances regarding front/street facing yard maintenance, visibility, and public safety remain in full force and effect and will be actively enforced; and

THEREFORE BE IT RESOLVED, that the No Mow May initiative does not exempt any property from violations of City ordinances that impact public health, safety, or welfare; and

THEREFORE BE IT RESOLVED, that Jackson City Council directs City Administration to refrain from issuing citations for tall grass in rear yards only, for the limited duration of May 1 through May 31, 2026, provided that such conditions do not create a public safety concern.

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 21st day of April, 2026.

IN WITNESS WHEREOF, I have affixed my
signature and the Seal of the City of Jackson,
Michigan, on this 21st day of April, 2026.

Andrea Muray, City Clerk