JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, July 21, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Fifth Ward Councilmember Shalanda Hunt.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Ordinance Presentation
Chapter 17 — Nuisances

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

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

B. Board/Commission Resignation — Historic District Commission

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

D. DDA FY 26/27 Budget Corrective Resolution

E. Public hearing date request — Ganson Street Safety Enhancements Project.

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

F. Special Event Application: Pathway Kids Club

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

G. Special Event Application: 30th Annual Southside Reunion

Approve a request from the Southside Reunion Committee to host the30th Annual Southside Reunion on August 8-9, 2026, in downtown Jackson.

H. Special Event Application: Free Family Pride Picnic

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

I. Special Event Application: Journey to the Farm 5K

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

J. Special Event Application: Our Lady of Guadalupe Festival

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

K. Special Event Application: Way to Woodward Car Show

Approve a request from the Jackson Downtown Development Authority to

host the Way to Woodward Car Show on August 13, 2026, in downtown Jackson.

L. Special Event Application: Ogma Anniversary

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

9. OTHER BUSINESS.

10. NEW BUSINESS.

A. Emergency Ordinance — Chapter 17 Nuisances

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

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

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

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

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

D. Workforce Housing Developments Resolutions and Restrictive Covenants.

Approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording

E. Purchase — 2-Megawatt Caterpillar Model 3516C Backup Generator

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

F. Purchase — Road Salt

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

G. Invoice – JACTS Unified Work Program FY 2026

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

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

Approve the sale of City-owned property located at 916 S. Gorham Street, Jackson, MI 49203 (Parcel # 6-131100000) to AgriCon, LLC for the sum of $300, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

I. Policy Modification — Street Assessment Relief Fund

Approve modifications of the Street Assessment Relief Fund Management Policy to make relief available to all property owners regardless of land use or income level

J. Inter-Agency Agreement — Leoni Township

Approve the inter-agency agreement between the City of Jackson and Leoni

Township,for plumbing and mechanical inspection, and plan review services, and allow the City Manager and City Attorney to make minor modifications as may be required.

K. DWSRF Phase 2 Contract - Change Order 2

Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Bros., Inc. in the decreased amount of $916,922.89 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

L. Lot Purchase Agreement — Michigan Housing Partnership LLC

Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

CITY COUNCIL MEETING MINUTES

16 June 2026

CALL TO ORDER:

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:32 p.m. by Mayor Daniel Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Fourth Ward Councilmember Conner Wood.

ROLL CALL:

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

Absent: Third Ward Councilmember Angelita Gunn

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 Public Works Mike Osborne, Director of Finance Heather Ehnis, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A presentation was given by Jason Lachowski and Rich Howard of the AARP.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the Regular Meeting of the Jackson City Council on 19 May 2026

B. City of Jackson, Michigan Financial Statements for the Ten Months Ended April 30, 2026

C. Reappointment to the Jackson Public Arts Commission
Approve the Mayor's recommendation to reappoint Grant Bauman to the Jackson Public Arts Commission, for a term of three years, beginning immediately and ending on May 28, 2029.

D. Reappointment to Environmental Commission
Approve the Mayor's recommendation to reappoint Andrew Johnson to the Environmental Commission for a 3-year term, beginning immediately and ending on May 31, 2029.

E. Appointment to the Ella W. Sharp Park Board of Trustees
Approve the Mayor's recommendation to appoint Grant Bauman to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning immediately and ending on January 31, 2029.

F. Appointment and reappointments to the Brownfield Redevelopment Authority/Local Development Finance Authority
Approve the Mayor's recommendation to appoint Sven Harrison and reappoint Daniel Greer to the Local Development Finance Authority/Brownfield Redevelopment Authority, each for a term of four years; beginning immediately and expiring on June 3, 20230. Reappoint Finance Director Heather Ehnis for a term that begins immediately and shall continue for the duration of her service in her current position within the organization.

G. Special Event Application: Revival in the Park
Approve a request from Connections 4 Christ to host Revival in the Park on July 25, 2026, in downtown Jackson.

H. Special Event Application: Jackson Civil War Muster
Approve a request from the Jackson Civil War Society to host the Jackson Civil War Muster on August 22-23, in Jackson.

I. Special Event Application: Jackson Hispanic Heritage Festival
Approve a request from the Nuestra Comunidad to host the Jackson Hispanic Heritage Festival on September 12, 2026, in downtown Jackson.

J. Special Event Application: 8th Annual Southside Summer Fest
Approve a request from the Community Action Agency to host the 8th Annual Southside Summer Fest on July 24-26, 2026, in downtown Jackson

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

OTHER BUSINESS:

A. Ordinance No. 520 - Second Reading/ Final Adoption
Approve the second reading/final adoption of Ordinance No. 580 regulating the pay for non-union City of Jackson employees, increasing their pay by 3%.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood, to approve the second reading/final adoption of Ordinance No. 520. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

NEW BUSINESS:

A. Pension Systems Funding Letters
Recommendation: *Receive the actuarial valuations as of June 30, 2025, for the Act 345 Policemen's and Firemen's Retirement Plan, the Employees' Retirement System, and the Policemen's and Firemen's Retirement System, and approve the actuarial funding necessary for the fiscal year 2026/2027.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to receive the actuarial valuations as of June 30, 2025, for the Act 345 Policemen's and Firemen's Retirement Plan, the Employees' Retirement System, and the Policemen's and Firemen's Retirement System, and approve the actuarial funding necessary for the fiscal year 2026/2027. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

B. Resolution - Fiscal Year 2025/26 Budget Amendment
Recommendation: *Approval of the Resolution to amend the fiscal year 2025/26 General Fund budget.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the resolution to amend the fiscal year 2025/26 General Fund Budget. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

C. Resolution — Right of Way Permit Fee Schedule Change
Recommendation: *Approve a resolution for the right-of-way permit fee schedule to reduce the fee for underground installations by utility service providers from $500 to $200.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve a resolution for the right-of-way permit fee schedule to reduce the fee for underground installations by utility service providers from $500 to $200. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

D. 2026-27 City Insurance Renewal
Recommendation: *Approve the 2026-27 Proposal from the Michigan Municipal League Liability and Property Pool for the City of Jackson's Annual Insurance Renewal.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the 2026-27 proposal from the Michigan Municipal League Liability and Property Pool for the City of Jackson's annual insurance renewal. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

E. Morrell Street Engineering Contract — Amendment 1
Recommendation: *Approve Amendment 1 to the 26-002 Morrell Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $149,141.00, and authorize the City Manager and City Engineer to sign the appropriate document.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson, to approve Amendment 1 to the 26-002 Morrell Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $149,141.00, and authorize the City Manager and City Engineer to sign the appropriate document. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

F. 2024 Pavement Marking Contract — Second Renewal
Recommendation: *Approve the second renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of $127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve the second renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of $127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent
Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

G. Contract — Cross-Connection Control Device Inspection and Compliance
Recommendation: *Approval of the five-year contract with HydroCorp Inc. of Troy, Michigan, in the amount of $400,798.80 to be paid in yearly installments over 60 months, to perform inspections and compliance with all applicable residential properties required to have an approved cross-connection control device.*

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to approve the five-year contract with HydroCorp Inc. of Troy, Michigan, in the amount of $400,798.80 to be paid in yearly installments over 60 months, to perform inspections and compliance with all applicable residential properties required to have an approved cross-connection control device. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

H. Contract — Major Street HMA Patching

Recommendation: *Approve the award for Major Street HMA Patching contract to Michigan Paving and Materials, Co., of Grand Rapids, Michigan at a cost of $234,076.20 and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the award for Major Street HMA Patching contract to Michigan Paving and Materials, Company, of Grand Rapids, Michigan at a cost of $234,076.20 and authorize the Mayor and City Clerk to execute the appropriate documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

I. Contract — M-106 Cooper Street Maintenance Paving

Recommendation: *Approve the award for M-106 Cooper Street Maintenance Paving contract to Michigan Paving and Materials, Co., of Grand Rapids, Michigan at a cost of $136,411.50 and authorize the Mayor and City Clerk to execute the appropriate documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the award for M-106 Cooper Street Maintenance Paving contract to Michigan Paving and Materials, Company, of Grand Rapids, Michigan at a cost of $136,411.50 and authorize the Mayor and City Clerk to execute the appropriate documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

J. Water and Wastewater Treatment Chemicals — Fiscal Year 2026/27 Purchase

Recommendation: *Award Contracts for the Fiscal Year 2026/2027 purchase of Water and Wastewater Treatment chemicals.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to award contracts for the fiscal year 2026/2027 purchase of water and wastewater treatment chemicals. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

K. Lot Purchase Agreement — Cooper & Biddle Street Development (Communities First, Inc.)

Recommendation: *Approve the Lot Purchase Agreement between the City of Jackson and Communities First, Inc. for the vacant commercial property located at Cooper and Biddle Streets and authorize the City Manager to execute the agreement on behalf of the City.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the Lot Purchase Agreement between the City of Jackson and Communities First, Inc. for the vacant commercial property located at Cooper and Biddle Streets and authorize the City Manager to execute the agreement on behalf of the City. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

L. Resolution – Downtown Development Authority Fiscal Year 2026/27 Budget
Recommendation: *Approve the Jackson Downtown Development Authority Budget for the Fiscal Year 2026/2027.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Hunt to approve the Jackson Downtown Development Authority budget for the fiscal year 2026/27. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

CLOSED SESSION:

A. Purchase of Real Property

Motion was made by Councilmember Hunt, seconded by Councilmember Robinson to move into a closed session pursuant to MCL 15.268(d) to consider the purchase of real property. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to return from closed session. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to take action on the property acquisition and purchase offer as recommended by the Community Development Department. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Davis, and Forgrave (6). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Wood. Mayor Mahoney adjourned the meeting at 8:16 p.m.

JACKSON
Founded 1829

City of Jackson, Michigan
Financial Statements

As of and For the Eleven Months Ended May 31, 2026

Preliminary/Unaudited

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EXPENDITURE SUMMARY

FUND TYPE/FUND NAME	25-26 Original Budget	25-26 Amended Budget	Activity For 5/31/2026	YTD Balance 5/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)	
GENERAL FUND							
101 GENERAL FUND							
101-000 CITY COUNCIL	116,763	119,969	7,865	98,197	81.85	21,772	
103-000 CHARTER REVIEW COMMITTEE	2,500	2,500	-	-	-	2,500	
172-000 CITY MANAGER	557,670	556,667	61,098	471,380	84.68	85,287	
191-000 FINANCE	718,276	758,835	69,280	671,655	88.51	87,180	
215-000 CITY CLERK	393,599	393,849	41,622	349,714	88.79	44,135	
228-000 MANAGEMENT INFORMATION SYSTEMS	724,624	599,518	49,167	536,438	89.48	63,080	
233-000 PURCHASING	142,769	143,168	(12,274)	145,177	101.40	(2,009)	*Note 2*
253-000 CITY TREASURER	364,513	410,913	49,063	365,272	88.89	45,641	
254-000 INCOME TAX ADMINISTRATION	254,014	231,719	29,637	209,724	90.51	21,995	
257-000 CITY ASSESSOR	577,894	582,818	57,439	526,162	90.28	56,656	
262-000 CITY CLERK-ELECTIONS	262,094	147,594	9,893	113,779	77.09	33,815	
265-000 CITY HALL AND GROUNDS	882,990	648,897	68,916	513,816	79.18	135,081	
266-000 CITY ATTORNEY	916,369	916,369	99,193	804,066	87.74	112,303	
270-000 PERSONNEL	671,362	493,374	44,241	364,054	73.79	129,320	
278-000 UNALLOCATED	889,433	922,929	58,884	754,775	81.78	168,154	
299-000 ADMINISTRATIVE HEARINGS BUREAU	246,453	254,158	13,508	125,914	49.54	128,244	
301-000 POLICE	12,847,458	12,388,764	1,258,406	10,835,223	87.46	1,553,541	
311-225 OSHP GRANT	6,692	39,285	-	17,705	45.07	21,580	
320-000 CONSORTIUM TRAINING	75,000	105,848	41,104	72,175	68.19	33,673	
321-000 MCOLES TRAINING PA302	20,000	18,000	-	6,625	36.81	11,375	
322-000 MCOLES TRAINING CPE	45,000	105,383	1,496	63,043	59.82	42,340	
325-000 MCOLES TRAINING ACTIVE SHOOTER	-	9,276	(3,531)	9,276	100.00	-	
340-000 FIRE SUPPRESSION	7,186,364	6,982,605	752,399	6,295,786	90.16	686,819	
350-000 PUBLIC SAFETY-UNALLOCATED	1,929,262	2,027,787	165,755	1,835,067	90.50	192,720	
442-000 FORESTRY	922,074	756,445	70,406	544,380	71.97	212,065	
444-000 SIDEWALK CONSTRUCTION	160,334	60,501	871	36,940	61.06	23,561	
445-000 DRAINS AT LARGE	120,117	73,623	4,293	44,844	60.91	28,779	
450-000 STREET LIGHTING	710,185	715,552	52,820	511,773	71.52	203,779	
455-000 WEED CONTROL	115,052	97,766	1,985	39,826	40.74	57,940	
465-000 GROUNDS MAINTENANCE	479,196	417,993	11,467	348,318	83.33	69,675	
567-000 CEMETERIES	565,819	469,063	51,432	353,875	75.44	115,188	
571-000 TAX PROPERTY MAINTENANCE	193,110	222,941	-	147,679	66.24	75,262	
572-000 CIVIC AFFAIRS	164,667	195,138	33,380	109,023	55.87	86,115	
701-000 PLANNING	414,369	303,240	45,897	258,589	85.28	44,651	
728-000 ECONOMIC DEVELOPMENT	175,000	3,257,316	200,752	1,171,748	35.97	2,085,568	
752-000 PARKS, RECREATION & GROUNDS ADMIN.	381,864	374,464	55,038	391,023	104.42	(16,559)	*Note 2*
758-000 LT. NIXON MEMORIAL POOL	304,200	366,100	10,803	178,831	48.85	187,269	
771-000 PARKS & FACILITIES MAINTENANCE	1,190,799	1,147,450	121,085	1,003,953	87.49	143,497	
776-000 CITY CENTER (FKA MASONIC TEMPLE)	160,020	199,013	32,157	193,751	97.36	5,262	
803-000 HISTORICAL DISTRICT	13,711	15,678	1,672	13,306	84.87	2,372	
806-000 DIVERSITY, EQUITY & INCLUSION	467,190	461,340	129,237	524,364	113.66	(63,024)	*Note 2*
965-000 CONTRIBUTIONS TO OTHER FUNDS	1,114,222	2,456,224	1,490,575	1,490,575	60.69	965,649	
101 GENERAL FUND TOTAL	37,483,028	40,450,072	5,177,031	32,547,821	80.46	7,902,251	
102 BUDGET STABILIZATION FUND	50,000	60,000	-	-	-	60,000	
GENERAL FUND TOTAL	**37,533,028**	**40,510,072**	**5,177,031**	**32,547,821**	**80.35**	**7,962,251**	
PERMANENT FUNDS							
151 CEMETERY PERPETUAL MAINTENANCE FUND	25,000	85,800	-	-	-	85,800	
155 ELLA W. SHARP PARK ENDOWMENT FUND	32,500	39,315	-	-	-	39,315	
160 LLOYD E. MOUNT ENDOWMENT FUND	5,100	10,010	-	-	-	10,010	
PERMANENT FUNDS TOTAL	**62,600**	**135,125**	**-**	**-**	**-**	**135,125**	

	25-26 Original Budget	25-26 Amended Budget	Activity For 5/31/2026	YTD Balance 5/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
SPECIAL REVENUE FUNDS						
202 MAJOR STREET FUND	22,399,852	24,945,103	717,307	15,612,926	62.59	9,332,177
203 LOCAL STREET FUND	1,813,306	2,664,023	232,932	1,207,983	45.34	1,456,040
208 ELLA W. SHARP PARK OPERATING FUND	1,206,031	1,222,009	156,590	1,143,120	93.54	78,889
213 OPIOID SETTLEMENT FUND	50,000	275,250	-	275,150	99.96	100
218 AFFORDABLE HOUSING FUND	1,840,146	1,196,101	120,097	611,109	51.09	584,992
234 HCDF MICH GRANT FUND	859,000	880,000	11,695	835,077	94.90	44,923
245 PUBLIC IMPROVEMENT FUND	2,011,884	2,085,282	1,094,904	1,252,391	60.06	832,891
246 CORTLAND ST REDEVELOPMENT PROJECTS FUND	293,503	313,696	-	31,744	10.12	281,952
249 BUILDING DEPARTMENT FUND	670,257	683,155	65,846	594,712	87.05	88,443
251 HOUSING CODE ENFORCEMENT FUND	1,571,885	1,382,717	99,857	791,426	57.24	591,291
252 BUILDING DEMOLITIONS FUND	3,170,210	2,705,991	1,005,125	1,654,520	61.14	1,051,471
265 DRUG LAW ENFORCEMENT FUND	36,494	34,955	1,501	20,580	58.88	14,375
273 PROJECT SAFE NEIGHBORHOOD FUND	126,680	136,605	10,725	70,356	51.50	66,249
275 BYRNE/JAG PROGRAMS FUND	-	40,156	-	30,404	75.71	9,752
279 AMERICAN RESCUE PLAN ACT FUND	5,000	-	-	-	-	-
280 HOUSING STABILITY FUND	595,000	690,000	625	9,456	1.37	680,544
285 BROWNFIELD ASSESSMENT GRANT FUND	30,000	93,271	46,028	93,271	100.00	-
295 SPECIAL ASSESSMENT RELIEF	-	300,000	-	-	-	300,000
296 RECREATION ACTIVITY FUND	528,763	956,163	63,463	494,487	51.72	461,676
297 RECREATION MILLAGE FUND	1,111,131	988,061	99,924	650,730	65.86	337,331
SPECIAL REVENUE FUNDS TOTAL	**38,319,142**	**41,592,538**	**3,726,619**	**25,379,442**	**61.02**	**16,213,096**
DEBT SERVICE FUNDS						
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,713	223,713	212,856	223,712	100.00	1
352 2017 MTF BONDS DEBT SERVICE FUND	761,341	761,341	710,670	761,341	100.00	-
353 2024 MTF BONDS DEBT SERVICE FUND	473,000	473,000	-	473,000	100.00	-
367 2021 CITY HALL REFUNDING DEBT SERVICE FUND	786,355	786,355	778,677	786,355	100.00	-
385 2016 CAPITAL IMP BOND DEBT SERVICE FUND	146,632	146,632	-	146,631	100.00	1
386 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,405,250	1,405,250	973,750	1,201,000	85.47	204,250
388 2018 CAPITAL IMP BOND DEBT SERVICE FUND	-	8,446,382	-	9,169	0.11	8,437,213
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,823,416	1,823,416	-	1,823,416	100.00	-
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	-	38,592	100.00	1
394 2001 DDA TIF DEBT SERVICE FUND	3,190,825	3,190,825	-	3,190,825	100.00	-
395 2019 DDA TIF REFUNDING DEBT SERVICE FUND	205,949	205,949	122,975	205,949	100.00	-
DEBT SERVICE FUNDS TOTAL	**9,055,074**	**17,501,456**	**2,798,928**	**8,859,990**	**50.62**	**8,641,466**
CAPITAL PROJECTS FUNDS						
401 CAPITAL PROJECTS FUND	1,700,000	1,913,300	10,295	1,018,797	53.25	894,503
402 WATER EQUIPMENT & REPLACEMENT FUND	19,641,466	16,817,326	194,836	12,407,358	73.78	4,409,968
403 LEAD SERVICE LINE REPLACEMENT FUND	1,372,110	1,897,080	333,695	1,164,156	61.37	732,924
404 DPS SANITARY SEWER MAINTENANCE FUND	462,407	420,329	35,731	356,144	84.73	64,185
405 SANITARY SEWER REPLACEMENT FUND	5,909,958	4,418,564	60,411	1,403,162	31.76	3,015,402
406 WASTEWATER EQUIPMENT REPLACEMENT FUND	687,653	658,683	50,526	472,862	71.79	185,821
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION FUND	-	833,162	-	833,162	100.00	-
409 2023 WATER SYSTEM PROJECT CONSTRUCTION FUND	7,071,428	9,561,145	604,849	6,992,265	73.13	2,568,880
410 2024 WATER SYSTEM PROJECT CONSTRUCTION FUND	2,545,763	3,308,572	16,319	1,693,800	51.19	1,614,772
418 2026 WATER SYSTEM PROJECT CONSTRUCTION FUND	-	126,865	28	28,168	22.20	98,697
426 2024 MICHIGAN TRANSPORTATION BONDS CONST FUND	1,179,518	2,078,992	-	-	-	2,078,992
427 2026 CAPITAL IMPROVEMENT BOND CONSTRUCTION FUND	-	2,142,541	89,809	89,809	4.19	2,052,732
488 MLK CORRIDOR IMP. AUTHORITY FUND	1,735,250	2,113,000	170,643	1,442,750	68.28	670,250
489 BROWNFIELD REDEVELOPMENT FUND	2,339,154	2,912,227	1,663	2,703,403	92.83	208,824
494 DDA PROJECT FUND	3,396,774	3,396,774	122,974	3,396,774	100.00	-
CAPITAL PROJECTS FUNDS TOTAL	**48,041,481**	**52,598,560**	**1,691,779**	**34,002,610**	**64.65**	**18,595,950**

	25-26 Original Budget	25-26 Amended Budget	Activity For 5/31/2026	YTD Balance 5/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)	
ENTERPRISE FUNDS							
514 AUTO PARKING SYSTEM FUND	280,491	256,060	87,553	92,071	35.96	163,989	
518 PARKING ASSESSMENT FUND	452,046	433,073	24,563	280,700	64.82	152,373	
519 COOPER/FRANCIS PARKING DECKS FUND	294,502	297,674	4,518	48,667	16.35	249,007	
590 SEWER FUND	12,240,694	11,260,140	888,406	9,185,961	81.58	2,074,179	
591 WATER FUND	38,993,869	33,642,077	(603,588)	25,030,879	74.40	8,611,198	
ENTERPRISE FUNDS TOTAL	**52,261,602**	**45,889,024**	**401,452**	**34,638,278**	**75.48**	**11,250,746**	
INTERNAL SERVICE FUNDS							
641 PUBLIC ADMINISTRATION FUND	902,686	902,984	57,936	678,068	75.09	224,916	
642 ENGINEERING ADMINISTRATION FUND	328,348	327,706	64,262	265,895	81.14	61,811	
643 LOCAL SITE REMEDIATION REVOLVING FUND	20,000	329,196	-	3,531	1.07	325,665	
661 MOTOR POOL & GARAGE FND	1,867,706	2,272,654	174,358	1,274,777	56.09	997,877	
676 WORKERS COMPENSATION FUND	254,889	270,250	6,346	248,881	92.09	21,369	
677 SELF-INSURED HEALTHCARE FUND	6,449,450	6,404,900	474,097	4,780,542	74.64	1,624,358	
INTERNAL SERVICE FUNDS TOTAL	**9,823,079**	**10,507,690**	**776,999**	**7,251,694**	**69.01**	**3,255,996**	
CUSTODIAL FUND							
703 COUNTY & SCHOOL TAX FUND	**34,150,000**	**34,010,400**	**-**	**-**	**-**	**34,010,400**	
PENSION TRUST FUNDS							
731 EMPLOYEES RETIREMENT FUND	4,300,000	4,300,000	336,264	4,404,044	102.42	(104,044)	*Note 2*
732 POLICE & FIRE PENSION FUND	421,000	421,000	25,966	344,238	81.77	76,762	
734 POLICE & FIRE ACT 345 PENSION FUND	6,210,000	6,210,000	489,260	5,602,467	90.22	607,533	
736 PUBLIC EMPLOYEE HEALTHCARE FUND	33,000	33,000	-	21,147	64.08	11,853	
PENSION TRUST FUNDS TOTAL	**10,964,000**	**10,964,000**	**851,490**	**10,371,896**	**94.60**	**592,104**	
SPECIAL ASSESSMENTS FUNDS							
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE FUND	161,788	161,788	-	161,788	100.00	-	
895 SPECIAL ASSESSMENT FUND	270,588	900,858	666,647	975,248	108.26	(74,390)	*Note 2*
SPECIAL ASSESSMENTS FUNDS TOTAL	**432,376**	**1,062,646**	**666,647**	**1,137,036**	**107.00**	**(74,390)**	

REVENUE SUMMARY

	25-26 Original Budget	25-26 Amended Budget	Activity For 5/31/2026	YTD Balance 5/31/2026	% Bdgt Used
FUND TYPE/FUND NAME					
101 GENERAL FUND					
PROPERTY TAXES	11,853,075	11,804,965	186,086	12,092,951	102.44
INCOME TAXES	11,100,000	11,700,000	22,846	12,655,205	108.16
STATE REVENUE SHARING	5,953,956	5,756,723	320,673	4,265,657	74.10
FEDERAL GRANTS	207,860	231,612	74	155,579	67.17
STATE GRANTS	191,000	3,215,215	-	960,741	29.88
CHARGES FOR GOODS AND SERVICES	1,447,377	1,624,231	844,816	1,245,686	76.69
FINES AND FORFEITS	384,920	288,263	54,671	206,923	71.78
INVESTMENT INCOME	660,000	565,000	7,109	334,973	59.29
MISCELLANEOUS	283,192	409,033	51,154	364,410	89.09
CONTRIBUTIONS FROM OTHER FUNDS	533,327	1,263,153	52,252	66,801	5.29
LICENSES AND PERMITS	342,015	273,510	66,759	232,413	84.97
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	-	6,246	49.97
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,000	42,355	100	31,455	74.27
GENERAL FUND TOTAL	**32,999,222**	**37,186,560**	**1,606,540**	**32,619,040**	**87.72**
CONSOLIDATED WITH GENERAL FUND					
102 BUDGET STABILIZATION	**50,000**	**60,000**	**-**	**23,350**	**38.92**
ALL OTHER FUNDS					
PERMANENT FUNDS					
151 CEMETERY PERPETUAL MAINTENANCE	45,000	110,800	200	19,247	17.37
155 ELLA W. SHARP ENDOWMENT	32,500	39,315	-	-	-
160 LLOYD E. MOUNT ENDOWMENT	5,100	10,010	-	-	-
PERMANENT FUNDS TOTAL	**82,600**	**160,125**	**200**	**19,247**	**12.02**
SPECIAL REVENUE FUNDS					
202 MAJOR STREET	21,413,990	24,771,365	1,085,163	14,361,548	57.98
203 LOCAL STREET	1,224,732	2,017,855	360,520	1,260,930	62.49
208 ELLA W. SHARP PARK OPERATING	1,205,450	1,251,930	159,710	665,677	53.17
213 OPIOID SETTLEMENT	-	81,689	8,234	76,984	94.24
218 AFFORDABLE HOUSING	1,840,146	1,162,155	-	457,814	39.39
234 HCDF MICH GRANT	859,000	880,000	145,220	864,007	98.18
245 PUBLIC IMPROVEMENT	1,548,167	1,574,090	80,651	1,554,767	98.77
246 CORTLAND ST REDEVELOPMENT PROJECTS	2,500	24,061	-	24,387	101.35
249 BUILDING DEPARTMENT	538,500	614,964	76,134	689,942	112.19
251 HOUSING CODE ENFORCEMENT	1,231,000	1,260,275	27,191	904,285	71.75
252 BUILDING DEMOLITIONS	3,172,500	2,724,642	400,000	400,616	14.70
265 DRUG LAW ENFORCEMENT	50,000	25,000	-	15,042	60.17
273 PROJECT SAFE NEIGHBORHOOD	126,680	136,605	-	66,032	48.34
275 BYRNE/JAG PROGRAMS	-	40,156	-	30,404	75.71
279 AMERICAN RESCUE PLAN ACT	5,000	-	-	-	-
280 HOUSING STABILITY	595,000	690,000	-	(24,859)	(3.60)
285 BROWNFIELD ASSESSMENT GRANT	30,000	93,271	-	93,271	100.00
295 SPECIAL ASSESSMENT RELIEF	-	510,000	-	-	-
296 RECREATION ACTIVITY	521,500	816,500	56,095	375,899	46.04
297 RECREATION MILLAGE	1,220,000	1,220,000	-	804,611	65.95
SPECIAL REVENUE FUNDS TOTAL	**35,584,165**	**39,894,558**	**2,398,918**	**22,621,357**	**56.70**
DEBT SERVICE FUNDS					
308 2020 CAPITAL IMP BONDS DEBT SERVICE	223,713	223,713	212,856	223,712	100.00
309 2026 CAPITAL IMP BONDS DEBT SERVICE	-	-	-	-	-
352 2017 MTF BONDS DEBT SERVICE	761,341	761,341	710,670	761,341	100.00
353 2024 MTF BONDS DEBT SERVICE	473,000	473,001	-	473,000	100.00
367 2021 CITY HALL REING DEBT SERVICE	588,000	648,500	50,124	643,432	99.22
385 2016 CAPITAL IMP BOND DEBT SERVICE	146,632	146,632	-	146,631	100.00
386 2018 CAPITAL IMP BOND DEBT SERVICE	1,405,250	1,405,250	1,201,000	1,201,000	85.47
388 2026 REING BONDS DEBT SERVICE	-	8,446,382	-	-	-
389 2017 BRA TIF REFUNDING DEBT SERVICE	1,823,416	1,823,416	-	1,823,416	100.00
391 2021 BRA TIF REFUNDING DEBT SERVICE	38,593	38,593	-	38,592	100.00
394 2001 DDA TIF DEBT SERVICE	3,190,825	3,190,825	-	3,190,825	100.00
395 2019 DDA TIF REFUNDING DEBT SERVICE	205,949	205,949	122,974	205,949	100.00
DEBT SERVICE FUNDS TOTAL	**8,856,719**	**17,363,602**	**2,297,624**	**8,707,898**	**50.15**

	25-26 Original Budget	25-26 Amended Budget	Activity For 5/31/2026	YTD Balance 5/31/2026	% Bdgt Used
CAPITAL PROJECT FUNDS					
401 CAPITAL PROJECTS	1,679,020	1,530,500	855,000	875,654	57.21
402 WATER EQUIPMENT & REPLACEMENT	15,162,458	12,261,876	(1,081,564)	11,916,871	97.19
403 LEAD SERVICE LINE REPLACEMENT	2,603,111	1,760,262	(553,230)	1,319,207	74.94
404 DPS SANITARY SEWER MAINTENANCE	462,407	420,329	35,731	356,159	84.73
405 SANITARY SEWER REPLACEMENT	3,844,715	2,308,541	(449,070)	2,724,589	118.02
406 WASTEWATER EQUIPMENT REPLACEMENT	473,392	672,672	103,750	427,524	63.56
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION	-	833,162	416,581	1,249,743	150.00
409 2023 WATER SYSTEM PROJECT CONSTRUCTION	7,071,428	9,561,145	-	4,902,942	51.28
410 2024 WATER SYSTEM PROJECT CONSTRUCTION	2,545,763	3,308,572	1,774	1,677,482	50.70
418 2026 WATER SYSTEM PROJECT CONSTRUCTION	-	126,865	-	-	-
426 2024 MICHIGAN TRANSPORT BONDS CONSTRUCTION	25,000	25,000	-	29,933	119.73
427 2026 CAPITAL IMPROVEMENTS BOND CONSTRUCTION	-	19,000,000	-	-	-
488 MLK CORRIDOR IMPROVEMENT AUTHORITY	1,735,250	2,125,941	-	942,189	44.32
489 BROWNFIELD REDEVELOPMENT	1,783,770	2,355,236	-	63,195	2.68
494 DDA PROJECT	2,225,100	2,355,838	1,163	224,208	9.52
CAPITAL PROJECT FUNDS TOTAL	**39,611,414**	**58,645,939**	**(669,865)**	**26,709,696**	**45.54**
ENTERPRISE FUNDS					
514 AUTO PARKING SYSTEM	134,800	111,550	-	3,520	3.16
518 PARKING ASSESSMENT	515,825	536,273	13,685	534,561	99.68
519 COOPER/FRANCIS PARKING DECKS	15,000	15,000	-	11,643	77.62
590 SEWER	9,219,873	10,019,856	774,835	7,126,354	71.12
591 WATER	30,812,898	33,310,802	1,201,404	22,685,665	68.10
ENTERPRISE FUNDS TOTAL	**40,698,396**	**43,993,481**	**1,989,924**	**30,361,743**	**69.01**
INTERNAL SERVICE FUNDS					
641 PUBLIC WORKS ADMINISTRATION	819,086	748,060	110,555	909,162	121.54
642 ENGINEERING ADMINISTRATION	449,943	394,881	37,561	283,841	71.88
643 LOCAL SITE REMEDIATION REVOLVING	82,700	75,090	-	68,920	91.78
661 MOTOR POOL & GARAGE	1,632,771	1,964,633	237,171	2,208,925	112.43
676 WORKERS COMPENSATION	180,000	213,200	20,597	179,655	84.27
677 SELF-INSURED HEALTHCARE	7,120,000	7,119,000	755,373	6,583,945	92.48
INTERNAL SERVICE FUNDS TOTAL	**10,284,500**	**10,514,864**	**1,161,257**	**10,234,448**	**97.33**
CUSTODIAL FUNDS					
703 COUNTY & SCHOOL TAX	**34,150,000**	**34,010,400**	**2,553**	**16,255**	**0.05**
PENSION TRUST FUNDS					
731 EMPLOYEES RETIREMENT SYSTEM	6,848,411	6,848,411	1,673,100	8,004,716	116.88
732 POLICE & FIRE PENSION	139,437	139,437	44,948	348,787	250.14
734 POLICE & FIRE ACT 345	11,024,140	11,024,140	2,845,314	17,601,097	159.66
736 PUBLIC EMPLOYEE HEALTH CARE	222,500	252,507	-	634,810	251.40
PENSION TRUST FUNDS TOTAL	**18,234,488**	**18,264,495**	**4,563,362**	**26,589,410**	**145.58**
SPECIAL ASSESSMENT FUNDS					
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	161,788	161,788	-	161,788	100.00
895 SPECIAL ASSESSMENT	851,136	1,276,450	371,395	392,943	30.78
SPECIAL ASSESSMENT FUNDS TOTAL	**1,012,924**	**1,438,238**	**371,395**	**554,731**	**38.57**

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

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

RESOLUTION

BY THE CITY COUNCIL

WHEREAS Act 197 of the Public Acts of 1975 as last amended authorized a levy by the City of an ad valorem tax of up to 2 mills upon taxable real and tangible personal property not exempt by law in the Downtown Development Authority District, and

WHEREAS, on 9 April 2026, the Downtown Development Authority considered an operating budget and the Authority unanimously approved said budget at their board meeting; and

WHEREAS, on 16 June 2026, the Jackson City Council considered the proposed budget and approved the proposed budget; and

WHEREAS, in the approval of the Downtown Development Authority FY 26/27 the Jackson City Council approved and ordered, under Act 198 of 1974, the levy of a property tax upon all taxable and tangible personal property not exempt by law, an industrial facilities tax be levied upon the taxable valuation of all industrial property in the Downtown Development Authority District; and

WHEREAS, the approved budget also resulted in the ordering of the users or lessees of tax-exempt property be levied a tax on the taxable valuation of all property qualified under Act 189 of 1953 which is located Downtown Development District.

NOW, THEREFORE, BE IT RESOLVED, that the approved budget be converted into a mills measurement.

BE IT FURTHER RESOLVED, that the approved Jackson Downtown Development Authority Budget has a mill rate of 1.9996.

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 July, 2026

IN WITNESS WHEREOF, I have affixed my Signature and the Seal of the City of Jackson, Michigan, on this 22nd day of July 2026.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: **Establish a public hearing date regarding the pedestrian impacts during the Ganson Street safety enhancements project.**

Recommendation:

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

Attached is a report and documentation from Troy White, City Engineer, regarding the public hearing.

I recommend approval of establishing the public hearing date. 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: July 21, 2026

RECOMMENDATION: **Establish August 18, 2026 at the City Council meeting as the time and place to hold a public hearing regarding impacts to pedestrian routes during the construction of safety enhancements on Ganson Street between Mechanic Street and the east City Limits.**

ISSUE STATEMENT

The City of Jackson has been awarded a Highway Safety Improvement Program (HSIP) grant from the State of Michigan to make safety improvements along the Ganson Street corridor between Mechanic Street and the east City Limits. The grant funded project includes a) signal modernization at Waterloo with mast arm mounted heads in a box configuration and countdown pedestrian signals and b) sidewalk ramp, signing and pavement marking upgrades at each of the 18 other intersections.

DESCRIBE THE CONSEQUENCES

With the use of federal grant funds, the project must adhere to all associated federal requirements. One such requirement is that ramps for sidewalks be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. Another requirement is that a public hearing be held if access to a public park is impacted during the construction process. This public hearing requirement applies to the Ganson Street project as the sidewalk ramps adjacent to Loomis Park will be removed and replaced.

OWNERSHIP

Engineering is responsible for capital improvement projects to the City's infrastructure – including traffic signals, signing and pavement markings. To this end, Engineering has secured the above referenced grant. Engineering is also responsible for ensuring the use of the federal funds complies with all the associated requirements. To accomplish this, Engineering has prepared this request for a public hearing.

SOLUTION

At the requested hearing, a short presentation using graphics will be made to provide an overview of the project and demonstrate to City Council and the public how the sidewalks in the vicinity of Loomis Park will be impacted during the construction period. The presentation will also show how the project will be staged to minimize the impact and ensure continuous park access by non-motorized users.

FACILITATE IMPLEMENTATION

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

TRW/KMM

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: Pathway Kids Club

Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Pathway Kids Club.

I recommend approval of the Special Event Application for the Pathway Kids Club. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

RECOMMENDATION:

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

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

Insurance Status:

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

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. SEA-Pathway Kids Club

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JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY Application Received:	
By: M.Evans	Date: 6/23/26
Fee Rec: $125	Date: 6/23
~~Cash~~:	Check #: 21137
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

✔ Applicant Information

EVENT NAME: Pathway kids Club

Sponsoring Organization Legal Name : Ganson Street Batist Church

Street Address : 637 w Ganson st

Tax ID# : 38-1539985 Website : https://www.gansonstreet.org/

Contact Name 1 : Chad Tyson Email: chad@gansonstreet.org Phone: 517 817 8582

Contact Name 2 : Email: Phone:

Contact Name/Phone# During Event: Chad Tyson (517) 817-8582

✔ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
July 27-31	30min	10:30 am	12:00 pm	30min

Has this event occurred before? X Yes No If yes, how many previous years? 4

What is the expected attendance? 20 Do you expect to do this event next year? X Yes No

✔ Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other kids club

***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

Pathway Kids Club is a mine VBS (vacation bible school)

☐ 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 1012 First Street Jackson

☐ 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? We will be collecting our trash and taking it with us.

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 X No ****All electrical lines MUST be properly covered to minimize tripping hazards ****

If yes, what?

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

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

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

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

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

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

Other

Other

Required Attachments for Application Processing

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

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

X 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: [signature] Date: 6/23/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2026

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

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

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	**CONTACT NAME:** Church Mutual Insurance Company, S.I. **PHONE (A/C, No, Ext):** 1-800-554-2642 **FAX (A/C, No):** 855-264-2329 **E-MAIL ADDRESS:** customerservice@churchmutual.com
INSURED GANSON STREET BAPTIST CHURCH 637 W Ganson St Jackson MI 49201-1023	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Church Mutual Insurance Company, S.I. 18767 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	0006983 25-016794	07/01/2026	07/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate holder is an additional insured under the attached CG 20 26. UWAP 222

CERTIFICATE HOLDER

Jackson and Downtown Development Authority
161 W Michigan Ave
Jackson MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Pamela J Rushing

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): ***Jackson and Downtown Development Authority*** ***161 W Michigan Ave*** ***Jackson MI 49201***
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

Turned Around | Master Planning Chart

	1	2	3	4	5
Game Time	Bubbles, parachute activities, jump ropes, attendance, name tags	Bubbles, parachute activities, big ball activities, attendance, name tags	Bubbles, parachute activities, relay races, attendance, name tags	Bubbles, parachute activities, big ball activities, attendance, name tags	Bubbles, parachute activities, relay races, attendance, name tags
Prayer Time	Talking to God	Asking God for Help	Using God's Word to Pray	Praising and Thanking God	Praying with Others
Lesson	**Zacchaeus** Luke 19:1-10	**Mephibosheth** 2 Samuel 4:4; 5:1-5; 9:1-13	**Noah** Genesis 6—8; 2 Peter 2:5	**Saul** Acts 8:3-4; 9:1-22	**The Ethiopian Treasurer** Acts 8:26-40
Lesson Visuals	Flashcards 1-1—6	Flashcards 2-1—6	Flashcards 3-1—6	Flashcards 4-1—6	Flashcards 5-1—6
Main Teaching	The Lord Jesus Christ came to save sinners.	God shows His kindness by making a way for you to become His child.	God, who is just, can rescue you from sin.	God can save anyone who trusts in Jesus.	You can believe on the Lord Jesus Christ today.
Teaching Objective	The unsaved child will depend only on Jesus, who wants to save him.	The unsaved child will receive the Savior, becoming a part of God's family in response to His kindness.	The unsaved child will recognize that God's rescue plan is for him and will trust in Christ.	The child will depend on God's grace to save him.	The unsaved child will believe on the Lord Jesus Christ as the Holy Spirit gives him understanding.
Emphasis for Saved	Others should see the difference God makes in your life.	God wants you to show His kindness to others.	The Holy Spirit lives in you to help you listen to and obey His Word.	Are you willing to follow God's directions?	Be ready to tell someone about Jesus.
Word Up!	God can change me!	God is kind!	The Holy Spirit is the Helper!	God can save anyone!	Tell others about Jesus!
Memory Verse	Luke 19:10 Freeze	Ephesians 2:8 Alphabet in Action	Ephesians 2:8-9 Hot Potato	Romans 5:8 Racecar Repetition	Romans 5:8 Stop and Stick
Songs*	Children of God For the Son of Man (Luke 19:10) Just Turn Around Let Me Listen Let's Get Started	By Grace (Ephesians 2:8-9) Children of God Just Turn Around Let Me Listen Let's Get Started	By Grace (Ephesians 2:8-9) Children of God Just Turn Around Let Me Listen Let's Get Started	Children of God God Shows His Love for Us (Romans 5:8) Just Turn Around Let Me Listen Let's Get Started	Children of God God Shows His Love for Us (Romans 5:8) Just Turn Around Let Me Listen Let's Get Started
Review Game	Race for Points	Choose a Number	Act Like Animals	A to Z	Hoop It Up
Missions	*Ringu of India's Forest* (Chapter 1)	*Ringu of India's Forest* (Chapter 2)	*Ringu of India's Forest* (Chapter 3)	*Ringu of India's Forest* (Chapter 4)	*Ringu of India's Forest* (Chapter 5)
Hang-Out Time	Announcements, prayer, hand out verse/Word Up! tokens, snack, prizes, games, face painting				

***Many of these songs are visualized for you to teach the children. Go to cefpress.com for availability.**

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: 30th Annual Southside Reunion

---

Recommendation:

Approve a request from the Southside Reunion Committee to host the30th Annual Southside Reunion on August 8-9, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 30th Annual Southside Reunion.

I recommend approval of the Special Event Application for the 30th Annual Southside Reunion. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

RECOMMENDATION:

Approve a request from the Southside Reunion Committee to host the30th Annual Southside Reunion on August 8-9, 2026, in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$2250.00
Police	X		$500.00
Public Works	X		$0.00
		TOTAL	***$2750.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Trash, use of King Recreation Center, power, water, JPD, stage, traffic cones

OWNERSHIP

Insurance Status:

Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Southside Reunion Committee to host the30th Annual Southside Reunion on August 8-9, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-30th Annual Southside Reunion

JACKSON Founded 1829

JACKSON DDA Downtown Development Authority

OFFICE USE ONLY Application Received:	
By: ZNL	Date: 6-29-26
Fee Rec:	Date:
Cash: #150	Check #:
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

Applicant Information

EVENT NAME: 30th Annual Southside Reunion

Sponsoring Organization Legal Name : Southside Reunion Committee

Street Address : 1107 Adrian Street, Jackson Michigan 49201

Tax ID# : 38-3655120 Website : Facebook:The Jackson Southside Reu

Contact Name 1 : Fred Parker Email: FParker26@yahoo.com Phone: 517-416-3950

Contact Name 2 : Sandra Gray Email: Sandra.grayrx@sbcglobal.net Phone: 517-414-6695 SECRETARY

Contact Name/Phone# During Event: Fred Parker Sr. 517-416-395

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Saturday/Sunday August 8-9, 2026	7am	9am	9pm	9pm

Has this event occurred before? X Yes No If yes, how many previous years? 29 years

What is the expected attendance? 5,000 Do you expect to do this event next year? X Yes No

Type of Event Please check all that apply

X Festival March/Parade Walk/Run* Other

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

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

30 years celebration commemoration of Jackson Southside Reunion. This is an Annual gathering of community to strengthening neighbor relations and fostering unity amongst neighbors. Our mission is to bring families, neighbors, and friends together to preserve legacy, cultivate new connections, and reinforce the bonds that sustain a strong and vibrant community.

Event Location Please include the location on the map

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

X Other Location: King Recreation Center

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: none | Cross Street 1: | Cross Street 2:

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

Street Name: none | Cross Street 1: | Cross Street 2:

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

Street Name: none | Cross Street 1: | Cross Street 2:

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

Street Name: none | Cross Street 1: | Cross Street 2:

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

Street Name: none | Cross Street 1: | Cross Street 2:

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

Street Name: none | Cross Street 1: | Cross Street 2

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

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 2-ADA restrooms (request trailer also)

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

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

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? City of Jackson assistance requested

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

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

Cleanup: Who will handle post-event cleanup? City of Jackson assistance requested

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

If yes, what? For DJ

Will you have food trucks? X Yes No If yes, how many food trucks do you anticipate? 15-20
Please add food truck names and locations on the map.

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

Will you have Vendors/ Other food on site? X Yes No If yes, how many? 20-25

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

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

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

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

Wattage needed: Number of plug-ins needed:

Water: Do you need water? X Yes No If yes, please indicate the needed requirement: bathroom trailer-if provided

Location of where the water is needed:

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

Police Department: Do you require police assistance? X Yes No If yes, please explain: only to make routine rounds

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

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

Other Requests:

X Traffic Cones How many? 20 15 foot Mobile Stage X 25 foot Mobile Stage

Other

Other

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

Insurance Type	Requirements
Certificate of Liability Insurance (MUST also be provided by all vendors)	• 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 <u>seven days</u> 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.

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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: [signature] Date: 6/29/26

JACKSON DDA
Downtown Development Authority

GUIDELINES
CITY OF JACKSON
INCLUDES ANY CITY PROPERTY
PARKS - STREETS - SIDEWALKS - PARKING LOTS - PAVILIONS

PLEASE READ AND BE FAMILIAR WITH YOUR RESPONSIBILITIES, BEST PRACTICES, AND GUIDELINES, FOR EVENTS DOWNTOWN JACKSON AND THE CITY OF JACKSON, MICHIGAN.

EVENT ORGANIZER RESPONSIBILITIES

01 Send out vendor guidelines. It is your responsiblity to communicate these guidelines and adhere to them.

02 Keep fire hydrants and emergency lanes clear.

03 Inform downtown businesses of any street closures and times of closures.

04 If you need additional resources you will have to go through the application process again. The city can no longer accomodate changes to the application after approval. If you are adding to your event, please fill out another application within the timeline.

05 The event organizer is responsible for ensuring that adequate trash management (not city trash cans) and restroom facilities are provided, appropriate to the anticipated number of attendees.

01 **No stakes, yard signs, or anything that punctures the ground.**
We have sprinkler systems in the parks and wood chipped gardens.

02 **Need electricity?**
Ask your event coordinator in plenty of time before the event. We have some power throughout the city, but you will need to coordinate ahead of time to be able to use it. **Plugs at the base of the trees CANNOT be used. Usage will blow a fuse.

03 **Tents and inflatables must be weighed down. No stakes, please!**
Downtown is often windy! Stakes are not allowed due to the sprinkler system.

04 **Please clean up after yourself.**
We take pride in our downtown but it takes the work of everyone to keep it looking nice. Please dispose of any trash and take what you brought.

05 **If you need to drive in the park, stay on the sidewalks.**
Cars on the grass will damage our sprinkler system!

06 **Please set up and tear down within the parameters your event organizer has given you.**

07 **Glitter and confetti are prohibited at all events.**

CITY OF JACKSON MICHIGAN

DOWNTOWN DEVELOPMENT AUTHORITY JACKSON

ADDITIONAL SAFETY NOTES
AS APPLICABLE:

- **Keep fire hydrants and emergency lanes clear**
- Ear Muffs
- Safety Glasses
- Masker
- Respirator
- Face Shield
- Safety Harness
- Safety Belt
- Gloves
- Boots

Questions?
Contact Melissa at mevans@cityofjackson.org
jacksondda@cityofjackson.org

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: Free Family Pride Picnic

Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Free Family Pride Picnic.

I recommend approval of the Special Event Application for the Free Family Pride Picnic. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

RECOMMENDATION: Approve a request from the Jackson Pride Center to host the Free Family Pride Picnic on August 29, 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		$600.00
		TOTAL	$600.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, trash, JPD

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. SEA-Free Family Pride Picnic

JACKSON Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY Application Received:			
By: M. Evans	Date: 6/12/26		
Fee Rec:	Date:		
Cash:	Check #:		
Approved through City Council			
Yes/No:	Date:		

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

✔ Applicant Information

EVENT NAME: Free Family Pride Picnic

Sponsoring Organization Legal Name : Jackson Pride Center

Street Address : 536 N Jackson Street, Jackson MI 49201

Tax ID# : 82-4250359 Website : mijacksonpride.org

Contact Name 1 : Mistique Ott Email: info@jacksonpridecenter.org Phone: 734-429-1163

Contact Name 2 : Email: Phone:

Contact Name/Phone# During Event: Mistique Ott/517-262-0994

✔ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
08/29/2026	9AM	11AM	2PM	3PM

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

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

✔ Type of Event Please check all that apply

X Festival ☐ March/Parade ☐ Walk/Run* ☐ Other

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

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

Celebrate Community at Our Free Pride Family Picnic!
Come join your neighbors, family, and friends for a beautiful, fun-filled afternoon in the park! This free community event is all about bringing us together to relax, connect, and celebrate who we are.

Free Lunch: A complimentary meal will be provided. Please RSVP at mijacksonpride.org/events. Great Music: Enjoy uplifting music in the park while you eat and socialize. Community Vibes: A welcoming, inclusive space where LGBTQ+ people and our allies are supported and connected.

✔ 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: W. Michigan | Cross Street 1: N. Blackman | Cross Street 2: S. Jackson
Closure Start Date: 08/29/2026 | Time: 10AM | Closure End Date: 08/29/2026 | Time: 3PM

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

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

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

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

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

✔ Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 1 ADA portable toilet & hand washing s

Service Provider: Who will supply and service the restrooms (name/contact)? We are asking the City of Jackson to provide this.

Placement: Where will restrooms be located? **Please include locations on the map* On the west side of First Congregational Chu

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? We will have volunteers managing trash pickup.

Service Provider: Who is responsible for waste removal (name/contact)? We are asking the City of Jackson to provide trash cans.

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

Cleanup: Who will handle post-event cleanup? We will handle post-event cleanup with the help of our volunteers.

Additional notes:

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

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

If yes, what?

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

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

Will you have Vendors/ Other food on site? X Yes No If yes, how many? 1 food supplier

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

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

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

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

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

Police Department: Do you require police assistance? X Yes No If yes, please explain: Possibly for safety, but we don't expect any issues.

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

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

Other Requests:

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

Other

Other

Required Attachments for Application Processing

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

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

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

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

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

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

Additional Comments:

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

Special Event Application Policy

Additional charges may incur if policies are broken.

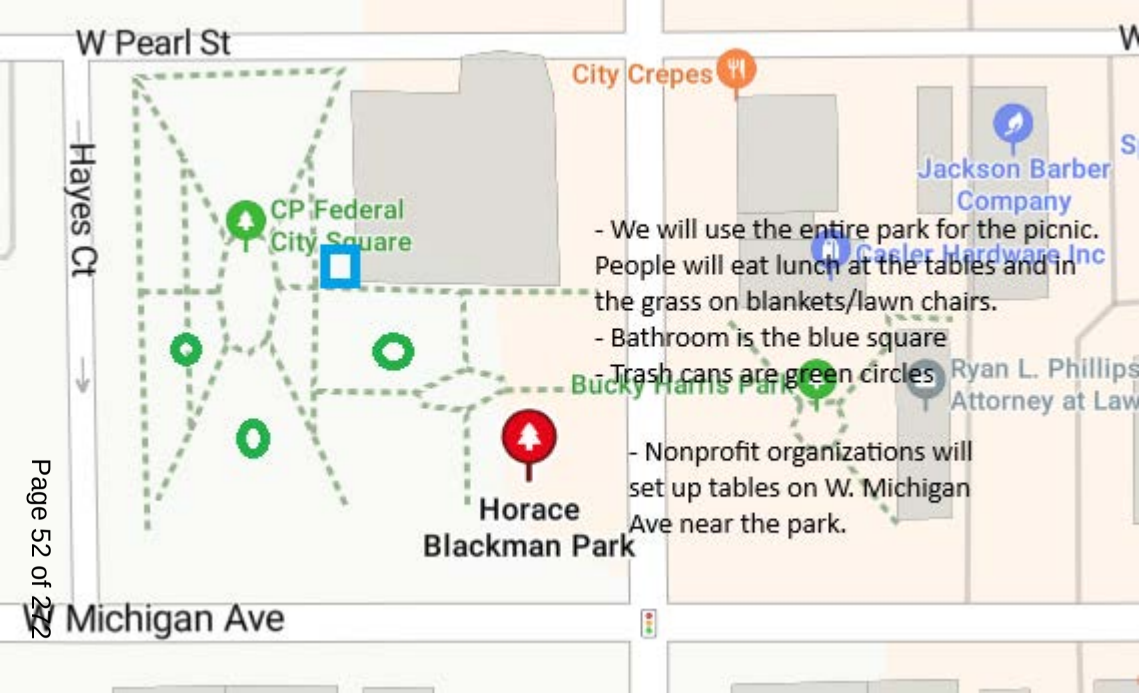
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.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

Special Event Application

Certification and Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
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: _____


W Pearl St
City Crepes
Jackson Barber Company
Hayes Ct
CP Federal City Square
Casler Hardware Inc
- We will use the entire park for the picnic. People will eat lunch at the tables and in the grass on blankets/lawn chairs.
- Bathroom is the blue square
- Trash cans are green circles
Bucky Harris Park
Ryan L. Phillips Attorney at Law
- Nonprofit organizations will set up tables on W. Michigan Ave near the park.
Horace Blackman Park
W Michigan Ave

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: Journey to the Farm 5K

Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Journey to the Farm 5K.

I recommend approval of the Special Event Application for the Journey to the Farm 5K. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

RECOMMENDATION:

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

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Mobile stage, JPD

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. SEA-Journey to the Farm 5k

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY
Application Received:
By: M.Evans Date: 4/28/26
Fee Rec: Date:
Cash: Check #:
Approved through City Council
Yes/No: Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

Applicant Information

EVENT NAME: Journey to the Farm 5K

Sponsoring Organization Legal Name : Flawless Farms

Street Address : 12875 King Rd Concord MI 49237

Tax ID# : 99-1694937 Website : https://www.flawlessfarmsmi.com/

Contact Name 1 : David Parham Email: david.g.parham@gmail.com Phone: 517-914-3181

Contact Name 2 : Kristina Cope Email: kristinalcope@flawlessfarms.net Phone: 239-313-1159

Contact Name/Phone# During Event: David Parham, 517-914-3181

✔ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Saturday, September 26, 2026	6:30 a.m.	9 a.m.	11 a.m.	11 a.m.

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

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

✔ Type of Event Please check all that apply

☐ Festival ☐ March/Parade ☒ Walk/Run* ☐ Other

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

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

5K run/walk to raise awareness and funds for Flawless Farms. All proceeds benefit Flawless Farms' initiative to purchase land for the construction of an intentional community in Jackson County. We are dedicated to creating a safe, innovative environment where individuals with Autism and other Intellectual Developmental Disabilities—and their families—can harness their maximum potential. https://runsignup.com/Race/MI/Jackson/JourneyToTheFarm5K

✔ Event Location Please include the location on the map

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

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

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

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

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

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

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

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

✔ Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? Existing bathrooms at Falls / Bandshell

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

Placement: Where will restrooms be located? **Please include locations on the map* Bathrooms at Cascade Falls and Bandshell

Additional Notes: Will use existing bathrooms inside base of Cascade Falls and by the Cascades Bandshell.

- [ ] **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? Will collect and dispose of all trash ourselves.

Service Provider: Who is responsible for waste removal (name/contact)? Will we collect and dispose of all trash ourselves.

Reciprocals: How many bins will be provided? *Please include locations on the map*
For large events, how many roll-offs? Two garbage cans inside base of Falls

Cleanup: Who will handle post-event cleanup? Will we collect and dispose of all trash ourselves.

Additional notes: Will collect and dispose of all trash ourselves.

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

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

If yes, what?

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

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

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

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

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

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

Other electrical power needed? Yes [X] No If yes, what?

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

Police Department: Do you require police assistance? [X] Yes No If yes, please explain: Monitor start, monitor sidewalk High St. and West Ave.

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

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

Other Requests:

Traffic Cones How many? 15 foot Mobile Stage [X] 25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

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

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

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

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

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

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

X Additional Comments:

Incomplete, I still need to get the Tax ID, and the insurance won't be available until 30 days before the event. Please note: I spoke to Beth regarding this application on 4-10-26. Thanks!

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: David Parham Date: 4-10-26

Stage Location
on the grass on the inside corner of Brown & Randolph

S West Ave
Kibby Rd
W High St
Randolph St
Randolph St
S Brown St
Oakridge Dr
Glen Dr
Essex Ln
Denton Rd
1mi
3mi
2mi
Shoemaker Dr
Gilroy Rd
W Concourse St
Smalley St
Levant St
Rowan St
Warren Ave
Warren Ave

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: Our Lady of Guadalupe Festival

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Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Our Lady of Guadalupe Festival.

I recommend approval of the Special Event Application for the Our Lady of Guadalupe Festival. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

RECOMMENDATION:

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

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		$240.00
Public Works	X		$0.00
		TOTAL	$240.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Jackson Police Department escort

OWNERSHIP

Insurance Status:

Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. SEA-Our Lady of Guadalupe Festival

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

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

OFFICE USE ONLY
Application Received:
By: M. Evans Date: 4/28/26
Fee Rec: $75 Date: 4/28/26
Cash: Check #:
Approved through City Council
Yes/No: Date:

Application must be submitted 60 days prior to event date

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

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

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

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

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

✔ Applicant Information

EVENT NAME: OUR LADY OF GUADALUPE FESTIVAL

Sponsoring Organization Legal Name : ST. MARY STAR OF THE SEA CHURCH

Street Address : 120 E. WESLEY ST JACKSON MI 49201

Tax ID# : 38-1381289 Website :

Contact Name 1 : REV. TIMOTHY NELSON Email: FRTIMNELSON@GMAIL.COM Phone: 517-817-9351

Contact Name 2 : OFFICE Email: Phone: 517-784-7184

Contact Name/Phone# During Event: Rev. Timothy Nelson 517-817-9351

✔ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
12/12/2026	10:30 AM	11:00AM	11:30AM	

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

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

✔ Type of Event Please check all that apply

Festival ✓ March/Parade Walk/Run* Other

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

STREET PROCESSION FROM ST. MARY STAR OF THE SEA CHURCH (120 E. WESLEY ST) TO ST. STANISLAUS KOSTKA ORATORY (608 S. ELM AVE) PROCEED FROM E. WESLEY TO S. MECHANIC TO WASHINGTON AVE. EAST BOUND TO S. EAST ST AVE WEST BOUND TO PLMOUNTH ST ST , NORTH BOUND TO PAGE AVE EAST BOUND TO PRINGLE AVE NORTH BOUND TO SOUTH ELM AVE.

✔ 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 PROCESSION FROM ST. MARY STAR OF THE SEA CHURCH TO ST. STANISLAUS KOSTKA ORATORY (CH

☐ 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:

---

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

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

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

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

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

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

---

treet 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 ****

If yes, what?

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

Will you have Vendors/ Other food on site? Yes (No) If yes, how many?
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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: Police Escort for Street Procession

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

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

X Route plan	Emergency vehicle access	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.*
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Additional Comments:

**Note: We want to inform you that adjustments are being made to the City Special Event Application*

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Special Event Application

Certification and Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
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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.

Google Maps

St Mary Star of the Sea, 120 E Wesley St, Jackson, MI 49201 to 608 S Elm Ave, Jackson, MI 49203

Drive 1.5 miles, 6 min

Wesley St. >> S. Mechanic St. >> Washington Ave. >> S. East Ave. >> Page Ave. >> Pringle Ave. >> S. Elm Ave.



Imagery ©2026 , Map data ©2026 500 ft

via E Washington Ave 6 min without traffic	6 min	1.5 miles
via E Washington Ave and Pringle Ave 6 min without traffic	6 min	1.4 miles

Explore nearby 608 S Elm Ave

Restaurants | Hotels | Gas stations | Parking Lots | More

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 616-233-0910 **FAX (A/C, No):** 616-233-0923 **E-MAIL ADDRESS:**
INSURED Michigan Catholic Conference ST MARY STAR OF THE SEA, 5148 510 S. Capitol Ave. Lansing MI 48933	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Princeton Excess & Surplus Lines Ins Co — 10786 **INSURER B :** Safety National Casualty Corporation — 15105 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 92568341 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Add'l Ins Form# X PESFG1161G GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		R2-A3-RL-0000016-00	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ $ $ Included $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			R2-A3-RL-0000016-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 10,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4066507	7/1/2024	7/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ $
A	Misc Professional Liability Dir & Off/Counselors E&O Claims Made Retro Date			R2-A3-RL-0000016-00	7/1/2024	7/1/2025	Occ/Claims Made Aggregate 7/1/1985	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION
CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY PER FORM RL 2100 10/21 FOR

Sacred Heart Festival on June 29th, 2025

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: Way to Woodward Car Show

Recommendation:

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

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Way to Woodward Car Show.

I recommend approval of the Special Event Application for the Way to Woodward Car Show. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

RECOMMENDATION:

Approve a request from the Jackson DDA to host the Way to Woodward Car Show on August 13, 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		$2200.00
		TOTAL	$2200.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, use of Horace Blackman Park, True Community Stage, and Bucky Harris Park, bathrooms, power, barricades

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson DDA to host the Way to Woodward Car Show on August 13, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Way to Woodward Car Show

JACKSON Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY Application Received:			
By: M.Evans	Date: 7/8/26		
Fee Rec:	Date:		
Cash:	Check #:		
Approved through City Council			
Yes/No:	Date:		

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

Applicant Information

EVENT NAME: Way to Woodward Car Show

Sponsoring Organization Legal Name : Jackson Downtown Development Authority

Street Address : 161 W. Michigan Ave

Tax ID# : 68-6004701 Website : 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 517-800-1445

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
8/13/26	4:00 PM	5:00 PM	8:00 PM	8:00 PM

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

What is the expected attendance? 5000 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 Car Show

***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

Roll into downtown Jackson for Way to Woodward Car Show, happening the Thursday before Woodward Dream Cruise in Detroit. Expect classic cars lining the streets, food trucks serving up local flavor, live music setting the vibe, and plenty of fun extras, all spotlighting Jackson's downtown.

Event Location Please include the location on the map

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

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: Michigan Avenue | Cross Street 1: Blackstone Street | Cross Street 2: MLK JR Drive
Closure Start Date: 8/13/26 | Time: 4:00 PM | Closure End Date: day of event | Time: 8:00 PM

Street Name: Jackson Street | Cross Street 1: Pearl Street | Cross Street 2: Cortland Street
Closure Start Date: 8/13/26 | Time: 4:00 PM | Closure End Date: day of event | Time: 8:00 PM

Street Name: Mechanic Street | Cross Street 1: Pearl Street | Cross Street 2: Cortland Street
Closure Start Date: 8/13/26 | Time: 4:00 PM | Closure End Date: day of event | Time: 8:00 PM

Street Name: Hayes Court | Cross Street 1: Michigan Avenue | Cross Street 2: Pearl Street
Closure Start Date: 8/13/26 | Time: 4:00 PM | Closure: day of event | Time: 8:00 PM

Street Name: Pearl Street | Cross Street 1: Mechanic Street | Cross Street 2: Jackson Street
Closure Start Date: | Time: | Closure End Date: | Time:

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

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 2

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

Placement: Where will restrooms be located? **Please include locations on the map* Horace Blackman Park, Lot #8

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? DDA staff and volunteers

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

Reciprocals: How many bins will be provided? *Please include locations on the map*
For large events, how many roll-offs? 20 spread throughout Michigan Ave and Pearl

Cleanup: Who will handle post-event cleanup? DDA staff and volunteers

Additional notes: DPW - drop containers @ H.Blackman park and pickup containers on following Monday behind Hayes Hotel

Other City Resource Requests *Include all extra resources on map

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

If yes, what? True Community Stage and Food Trucks

Will you have food trucks? X Yes No If yes, how many food trucks do you anticipate? 6
Please add food truck names and locations on the map.

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

Will you have Vendors/ Other food on site? X Yes No If yes, how many? 2

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

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

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

Other electrical power needed? X Yes No If yes, what? Power at Horace Blackman Park

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

Police Department: Do you require police assistance? X Yes No If yes, please explain: Sweep of area as event tapers down around 8 PM

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

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

Other Requests:

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

X Other 2 extra type 3 barricades for the corner of Jackson St. and Michigan Ave.

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

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

Additional Comments:

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.

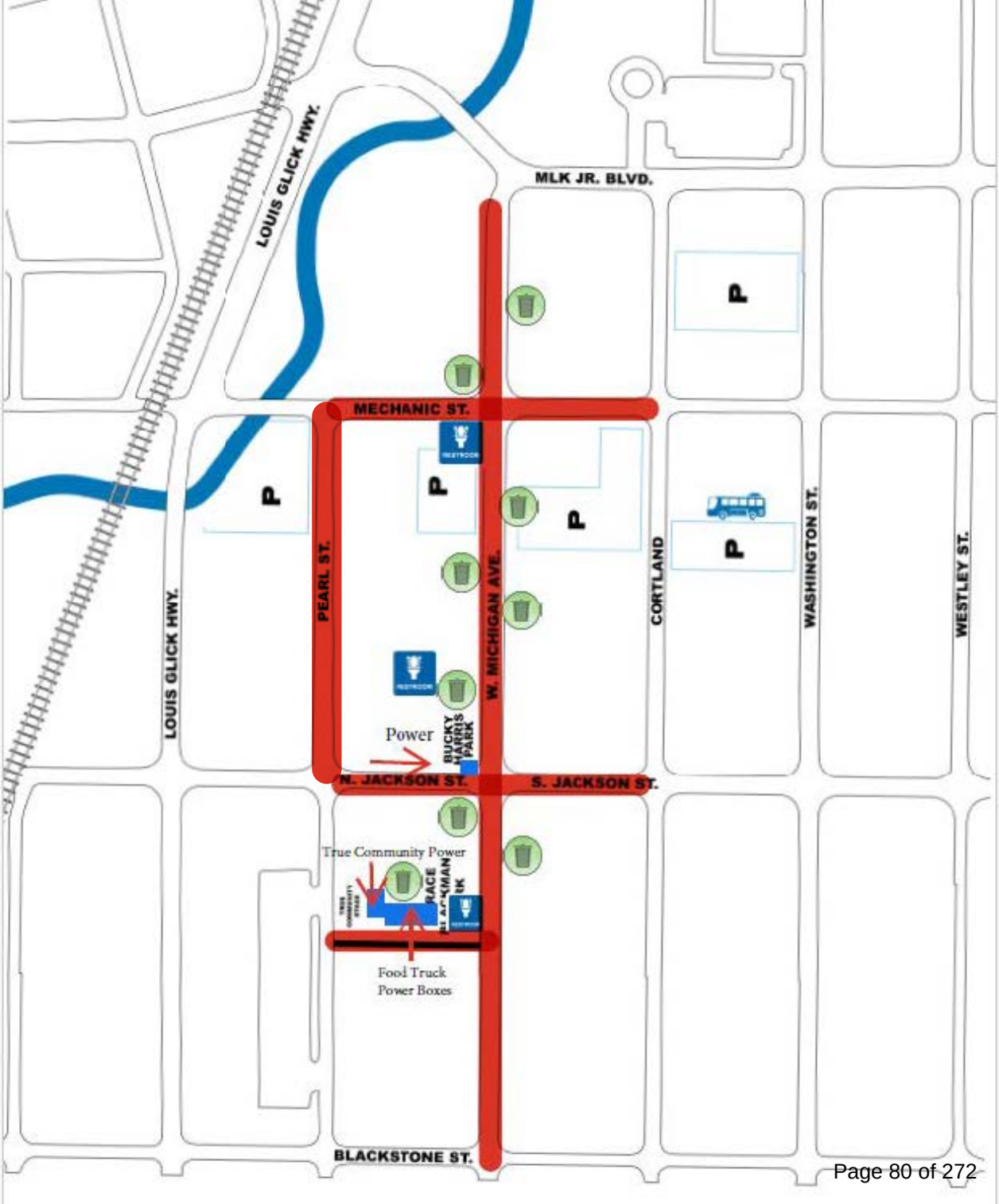
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.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


LOUIS GLICK HWY.
MLK JR. BLVD.
MECHANIC ST.
PEARL ST.
W. MICHIGAN AVE.
CORTLAND
WASHINGTON ST.
WESTLEY ST.
LOUIS GLICK HWY.
P
Power
BUCKY HARRIS PARK
N. JACKSON ST.
S. JACKSON ST.
True Community Power
Food Truck Power Boxes
BLACKSTONE ST.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Special Event Application: Ogma Anniversary

Recommendation:

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

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

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: July 21, 2026

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

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, bleachers

OWNERSHIP

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

Approval is dependent on the receipt of the proper MLCC paperwork.

SOLUTION

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. SEA-Ogma Anniversary 2026

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY	
Application Received:	
By: M. Evans	Date: 5/19/26
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

Applicant Information

EVENT NAME: OGMA Anniversary

Sponsoring Organization Legal Name :

Street Address : 115 East Michigan Ave

Tax ID# : 82-3629410 Website :

Contact Name 1 : Kevin Craft Email: ~~Kcraft@sbcglobal.net~~ Kcraft Phone:

Contact Name 2 : Email: Kevin@ogmabrewing.com Phone: 517-474-4204

Contact Name/Phone# During Event:

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Oct 11th 2026	9am	12pm	10pm	10pm

Has this event occurred before? (Yes) No If yes, how many previous years? 4

What is the expected attendance? 1,000 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 Anniversary Party

***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

ANNIVERSARY PARTY 5TH YEAR / MUSIC / VENDORS / SKATEBOARDING

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: 115 EAST MICH AVE OOMA BOOK GARDEN

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: MICHIGAN AVE | Cross Street 1: MECHANIC | Cross Street 2: MLK

Closure Start Date: OCT 11TH 2026 | Time: 8 AM | Closure End Date: OCT 11 2026 | Time: 10 PM

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

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

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

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

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

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

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

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

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

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

Bathroom Plan Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 1 ADA / MENS / WOMENS

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup? Ocean Brewing Company

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

If yes, what? No X OK

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

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

Will you have Vendors/ Other food on site? (Yes) No If yes, how many? 4

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

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

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

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

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

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

Other BLEACHER SEATING 4

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: [signature] Date: May 19 2026

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: 82-3629410
Request ID:
(For MLCC Use Only)

Temporary Authorization Application

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

*****This application, all required documents, and a $70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.*****

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Ogma Brewing Company		
Address: 115 E Michigan Ave		
City: Jackson		Zip Code: 49201
Contact name: Kevin Craft	Phone: 517-474-4202	Email: ogma@ogmabrewing .com

☒ $70.00 Inspection Fee - Make Check Payable to **State of Michigan** *MLCC Use - Fee Code 4037*

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. A conditional licensee **is not** eligible for a temporary permit pursuant to MCL 436.1525(6). Select all that apply to this application:

☒ Temporary Outdoor Service Permit - Complete Parts 3, 8, and 9	☐ Temporary Extended Hours Permit - Complete Parts 6 and 9
☐ Temporary Dance Permit - Complete Parts 4 and 9	☐ Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
☐ Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Permit Information

A Temporary Outdoor Service Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

Date(s) of event:	Describe event:
Date(s) of event:	Describe event: All proposed dates are see separate attachment
Date(s) of event:	Describe event:

1. Check below if the event(s) listed above will include any of the following:
   ☒ Dancing ☐ Contests ☐ Tournaments ☐ Classic Cars ☐ Motorcycles ☒ Concerts ☐ Festivals

2. List the exact dimensions of the proposed area: 23 (Width) feet X 93 (Length) feet = 2,139 square feet
   Submit a diagram of the outdoor area with application

3. Describe type and height of the barrier that will be used to enclose the area: 7 ft cedar and metal privacy fence see renderings

4. Will the proposed outdoor service area be connected to the licensed premises? ○ Yes ◉ No
   If No, what is the distance from the licensed premises to the proposed area? 76 feet

5. Is the entrance/exit point(s) for the proposed area through the licensed premises? ○ Yes ◉ No

6. Are there any dedicated streets or intervening property between proposed area and the licensed premises? ○ Yes ◉ No

7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:
   Over Watch professional security company

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 3 Continued - Temporary Outdoor Service Permit Information

8. Is the location of the proposed area owned, rented, or leased by the licensee? (●) Yes ( ) No

If **No**, submit a lease or written permission which grants the licensee the use of the proposed area.
Submit written permission from a city, township, or village if the proposed area is located on municipally-owned property

9. Is the proposed area located in the same local governmental unit as the licensed premises? (●) Yes ( ) No

If **No**, please explain:

10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area? ( ) Yes (●) No

If **No**, the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission. *This requirement applies only to Class C or B-Hotel licenses.*

Part 4 - Temporary Dance Permit Information

- Licensees that currently hold a Dance Permit at the licensed premises do not need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.
- The dance floor must be at least 100 square fee, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.

1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

- Licensees that currently hold a Entertainment Permit at the licensed premises do not need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.
- A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.

1. List the dates requested for a Temporary Entertainment Permit:

2. Describe the type of entertainment provided:

3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over $250.00 in retail value? ( ) Yes (●) No

If **Yes**, the licensee must complete Form LCC-207 and submit with this application.
No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.

Part 6 - Temporary Extended Hours Permit Information

- Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises do not need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.

1. Select the permit type that requires a Temporary Extended Hours Permit*: ☐ Dance Permit ☐ Entertainment Permit

2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Informaton

- Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises do not need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service Permit.
- A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

1. Indicate the activity that requires extended hours* (e.g. food service):

2. List the dates and hours requested for a Temporary Specific Purpose Permit:

***Hours of Operation**
Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.
Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service Permit and Temporary Specific Purpose Permit
The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency:	Jackson Police Department
Address of law enforcement agency:	216 E. Washington Ave Jackson, MS 49201
Phone number of officer: 517-768-8796	Email of officer: agrove@cityofjackson.org

I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service Permit or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.

Det. Sergeant Grove		5-13-26
Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer	Date

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit. *This requirement applies only to Class C or B-Hotel licenses.*

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Pursuant to MCL 436.1525(6), a conditional license must only include any existing permits and approvals held in connection with the seller's existing license. A conditional licensee **is not** eligible for a temporary permit pursuant to MCL 436.1525(6).

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

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. By signing this application, I am freely and voluntarily consenting and submitting to inspections of the licensed premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a $70.00 inspection fee at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

Kevin Craft / Owner		MAY 13 2026
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight deliveries: 2407 N. Grand River Ave., Lansing, MI 48906
Fax to: 517-284-8557

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2026

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

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

PRODUCER	CONTACT NAME: Bryce Summers	
Richmond Agency, Inc. 833 Laurence Ave Jackson MI 49202	PHONE (A/C, No, Ext): 517-788-9130	FAX (A/C, No): 517-788-8036
	E-MAIL ADDRESS: bsummers@richmondagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Fremont Ins Co	13994
INSURED Ogma Brewing Co LLC 129 E Michigan Ave Jackson MI 49201	INSURER B : Home Owners	26638
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20260513124335445 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP009517805	03/05/2026	03/05/2027	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP004602100	10/20/2025	10/20/2026	COMBINED SINGLE LIMIT (Ea accident)	$	510,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A106639965	05/20/2026	05/20/2027	[X] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

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

City of Jackson and Downtown Development Authority listed as Additional Insured in regards to the general liability.

CERTIFICATE HOLDER

City of Jackson and Downtown Development Authority
400 N Mechanic Street
Jackson MI 49201

CANCELLATION

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

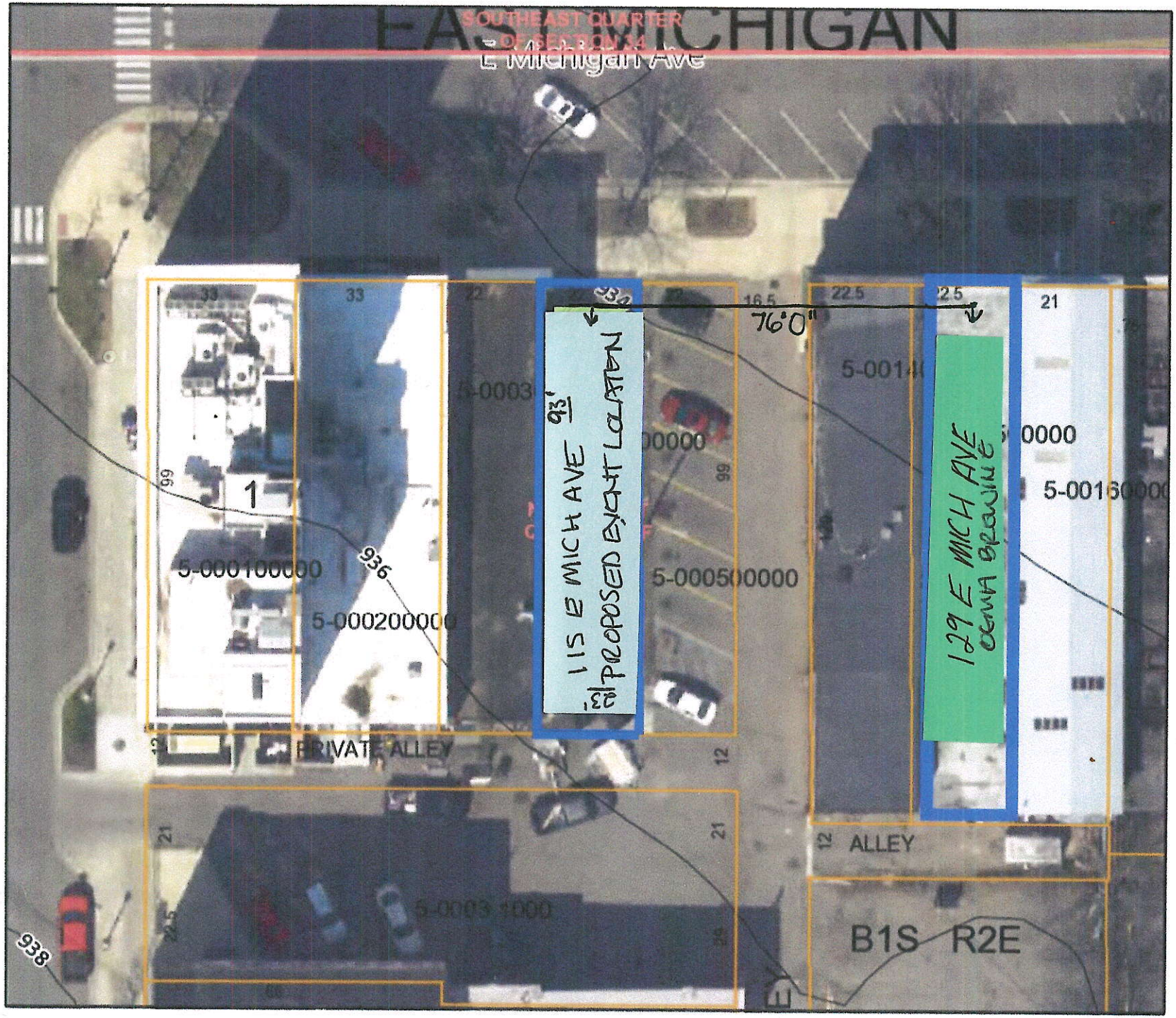
AUTHORIZED REPRESENTATIVE

Bryce Summers

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Parcel Report - Parcel ID: 5-000400000

2/11/2022




S Mechanic St
Emergency Vehicle Access
Temporary Movable Fence
Garbage
Stage
15x15
Sound Tent
VIP Deck
Tent
Temporary Movable Fence
Gaming Trailer
7x30
Tiki Sam's
8x20
Temporary Movable Fence
Emergency Vehicle Access
Event Staff Parking
24x32
10x10
10x20
20x30
20x30
20x20
Temporary Movable Fence
Entry - North, Exit - South
Porta-Potty
Modern Skate and Surf
20x40
Existing Fence
Event Staff Parking
W Courtland St
E Michigan Ave
NORTH
Martin Luther King Jr Dr

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Emergency Ordinance — Chapter 17 Nuisances

Recommendation:

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Matt Hagerty, City Attorney

DATE: July 21, 2026

RECOMMENDATION: That City Council adopt as an emergency ordinance under Sec. 9.6 of the City Charter, Article X to Chapter 17, Nuisances, of the City Code of Ordinances entitled: Regulation of Unattended and Excess Personal Property, Tents, and Attachments in Public Areas

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ISSUE STATEMENT

The proposed ordinance, as drafted, is intended to accomplish the following:

- Protect public sidewalks, parks, and rights-of-way for all residents — including persons with disabilities, the elderly, families, and children — who have an equal right to use public spaces safely and without obstruction;
- Preserve and return property rather than destroying it, protecting the property rights of persons who may have few or no other belongings;
- Provide robust notice, storage, and retrieval rights;
- Avoid punishing poverty: the civil infraction framework and the City's stated option not to pursue fines against indigent persons recognizes the practical and ethical limits of using fines against unhoused individuals;
- Enable law enforcement, DPW, parks, and emergency services to do their jobs in public spaces without obstruction; and
- Creates a documented, auditable record of City conduct that protects both residents and the City from arbitrary enforcement.

DESCRIBE THE CONSEQUENCES

As the City Council is aware, the City of Jackson is not immune from issues involving persons camping and storing excess personal property on City-owned property. The Council has also likely seen and understands from listening to your constituents the related public health, safety and welfare issues that arise therefrom. This Ordinance, as drafted, is designed to balance the legal rights of individuals in public spaces, while taking proactive steps to ensure that the City of Jackson maintains a quality of life standard that meets the expectations of its residents,

business owners, and visitors. As an emergency ordinance, it is designed to take effect upon publication and without a second reading under Sec. 9.6 of the City Charter. **Adoption of this proposed emergency ordinance requires not less than six (6) affirmative votes of the City Council.**

OWNERSHIP

The ordinance as proposed does three basic things:

- Prohibits storing unattended personal property in any public area (streets, sidewalks, parks, rights-of-way).
- Prohibits storing attended personal property that exceeds what fits in a standard 32-gallon container with the lid closed.
- Prohibits erecting unauthorized tents on public property or physically attaching property to public structures such as poles, benches, fences, or trees.

It further gives the City a legal process to remove and impound property that violates these rules, store it for 30 days, and return it at no charge to the owner.

The ordinance defines excess personal property as any property that exceeds what fits in a 32-gallon container. That is a standard household trash container — roughly three cubic feet. Property at or below that volume is generally not regulated as “excess,” although unattended property of any size can still be impounded under separate provisions.

Property less than two cubic feet (approximately what fits in a backpack) is classified as “Essential Personal Property” and receives the highest level of protection, including separate storage and handling.

SOLUTION

In ordinary situations, the City must provide written pre-removal notice under the Ordinance before the removal of any attended/unattended property. That notice must be given to the person who claims ownership, or posted conspicuously on or near the property. The notice must include:

- A description of the property and the location;
- The date and time the notice was posted;
- The deadline to remove the property (minimum 24 hours in standard situations; minimum 2 hours in City Manager-designated high-pedestrian downtown areas);
- A statement that property will be impounded if not removed;
- The City’s contact information and the location of the storage facility; and
- Notice that impounded property will be discarded if not claimed within 30 days.

FACILITATE IMPLEMENTATION

Adopt as an emergency ordinance under Sec. 9.6 of the City Charter new Article X to Chapter 17, Nuisances, of the City Code of Ordinances entitled: Regulation of Unattended and Excess Personal Property, Tents, and Attachments in Public Areas

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ATTACHMENTS

1. Chapter 17 Emergency Ordinance, Article X - Excess Personal Property

Ordinance No. 26-_____

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

The People of the City of Jackson Ordain:

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

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

Sec. 17-215. – Purpose

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

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

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

Sec. 17-216. – Definitions

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

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

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

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

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

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

Store, Stored, Storing or Storage means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily basis shall be considered storing. This definition shall not include any personal property that,

pursuant to statute, ordinance, permit, regulation, or other authorization by the City of State or State, is stored with the permission of the City on real property that is owned or controlled by the City, nor shall it include personal property temporarily present in a public area during ordinary lawful use, such as picnic or recreational equipment during active use, strollers, mobility devices, delivery equipment, or luggage at a transit stop.

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

Sec. 17-217. – Prohibition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 17-218. – Notice

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

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

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

◦ The date and time the notice was posted.

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

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

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

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

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

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

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

◦ A general description of the personal property removed.

◦ The date and approximate time of removal.

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

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

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

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

Sec. 17-219. – Storage and Disposal

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

Sec. 17-220. – Repossession

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

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

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

prior to storage or disposal of the tent structure. With pre-removal notice as specified in this article or posted signage, the City may impound any tent in violation of this article.

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

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

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

Sec. 17-222. – Enforcement

Violations of this Article may, in the discretion of the enforcing officer or City employee, be charged as a civil infraction punishable by a fine of $50.00 and the costs of prosecution, or, in lieu of issuing a civil infraction citation, be addressed through a verbal or written warning, referral to outreach or support services, or another voluntary-compliance measure, as the circumstances warrant. Issuance of a civil infraction citation under this section is authorized but not required. Each act of violation and every day upon which such violation shall occur shall constitute a separate offense. Nothing in this Article shall preclude prosecution for a separate criminal offense arising from conduct that independently constitutes a violation of applicable law. Enforcement shall be conducted in a content-neutral and status-neutral manner. Officers and City employees shall document the objective basis for each removal action, including the specific subsection authorizing removal, the location, date, time, and a description or photograph of the property, and, where a civil infraction citation is issued, the basis for the officer's or employee's determination that a citation, rather than a non-citation resolution, was warranted.

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

17-224 –229. – Reserved

The foregoing Ordinance 26-____ was adopted by the Jackson City Council on the 21st day of July, 2026 at a regular meeting of the Jackson City Council and a summary was published on _____ __, 2026.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Resolution — State of Michigan State Historic Preservation Office (SHPO) Grant Funds Acceptance

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Recommendation:

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

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

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the Resolution for the Grant Agreement with the State of Michigan State Historic Preservation Office (SHPO).

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: July 21, 2026

RECOMMENDATION:

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

ISSUE STATEMENT

The City of Jackson is a recognized Certified Local Government (CLG) through the State of Michigan State Historic Preservation Office (SHPO). This designation allowed City staff to apply for grant funding through SHPO, and a tentative award was announced on June 17, 2026. The City's Historic District Commission (HDC) is in desperate need of training, and a unique opportunity is available through the National Alliance of Preservation Commissions (NAPC). Their Commission Assistance and Mentoring Program (CAMP) can provide necessary training in key areas for HDC members and guests from surrounding municipalities (space permitting).

DESCRIBE THE CONSEQUENCES

The City of Jackson received a tentative CLG grant award from SHPO in the amount of $11,200. The grant agreement for this award must be executed on or before September 4, 2026. Failure to approve the resolution and accept this grant award will result in a loss of promised funds and a continued lack of adequate training for HDC members.

OWNERSHIP

Staff from the Community Development Department worked to identify possible training gaps, found suitable training opportunities, interfaced with SHPO staff, and submitted a successful

application for these grant funds. The City's Grant Coordinator and Planning/Zoning Administrator will work to administer these grant funds and offer robust training for HDC members and guests from surrounding municipalities.

SOLUTION

City Council should accept this grant award from SHPO, in the amount of $11,200, authorizing staff to administer these grant funds in accordance with the previously-submitted application and SHPO rules/regulations. Grant funds should be used for HDC training, and required documents should be submitted to SHPO in a timely manner to adhere to prescribed timelines regarding this grant award.

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. City Resolution, CLG Grant App

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City of Jackson wishes to provide training and professional development support for the City's Historic District Commission; and

WHEREAS, the City applied for funds for training through the Michigan State Historic Preservation Office (SHPO) Certified Local Government (CLG) grant program; and

WHEREAS, the City has received a SHPO "CLG" grant in the amount of $11,200; and

WHEREAS, the grant agreement for grant number _____ has been prepared for this project by the Michigan State Historic Preservation Office, and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for this project is $11,200, with the grant share covering 100% of the total costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve entering into the grant agreement for grant number _____ with the Michigan State Historic Preservation Office; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor to execute the appropriate contract documents on behalf of the City; and

BE IT FURTHER RESOLVED that the City Council does authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms on behalf of the City.

* * * *

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

I, Andrea Murray, 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 _____ day of _____, 2026.

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

_____
Andrea Murray, City Clerk

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: **Approve two resolutions for the changes to the Standard Lighting Contract with Consumers Energy**

Recommendation:

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

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

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 21, 2026

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

ISSUE STATEMENT

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

1. Diagonal span wire hung street light in the center of the intersection of Robinson Street and Merriman Street

2. Pole mounted cobrahead in front of 303 Robinson Street

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

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

SOLUTION

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

FACILITATE IMPLEMENTATION

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

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

Contract Number: 100000287787
Consumers Energy Company is authorized as of _____ by the City of JACKSON CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON CITY, dated 6/1/2010.

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

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

Contract Number: 103033105687
Consumers Energy Company is authorized as of _____ by the City of JACKSON CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON CITY, dated 10/1/2018.

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

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

Notification Number(s): 1072333208 Click or tap here to enter text.

Comments:

City of JACKSON CITY

By: _____

(Signature)

_____

(Printed)

Its: _____

(Title)

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

Form 547 11-2014

RESOLUTION

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

_____

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

_____

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

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

STATE OF MICHIGAN
COUNTY OF JACKSON

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

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

Dated:

_____

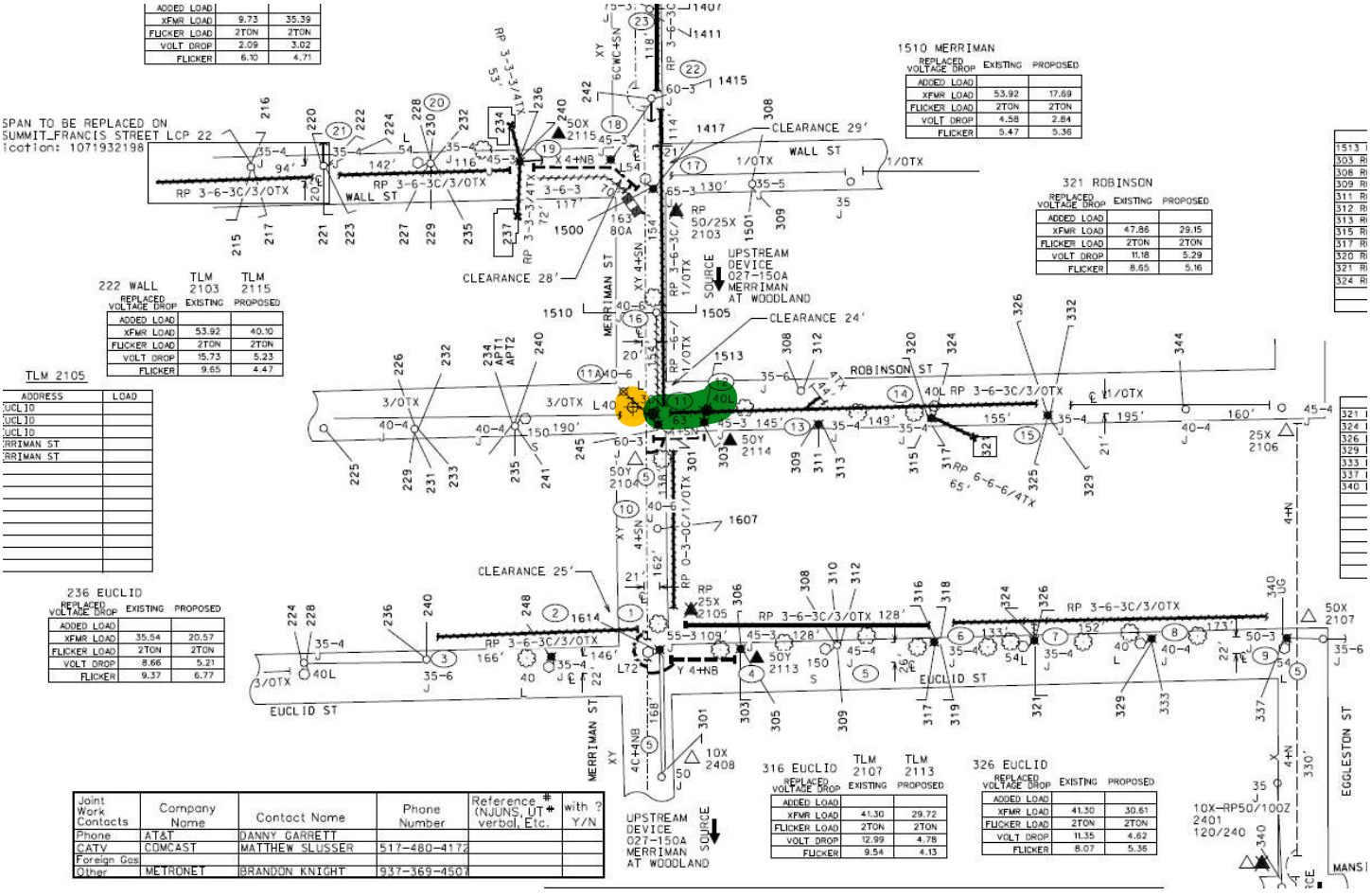
Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (1) 150 watt HPS Cobrahead Cutoff to Remove at location 303 ROBINSON ST;

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 40 watt LED White Center Suspension NA to Remove at location 301 ROBINSON ST;
- (2) 30 watt LED White Cobrahead Cutoff to Install at location 301 AND 303 ROBINSON ST;



Joint Work Contacts	Company Name	Contact Name	Phone Number	Reference # (NJUNS, UT# verbal, Etc.	with ? Y/N
Phone	AT&T	DANNY GARRETT			
CATV	COMCAST	MATTHEW SLUSSER	517-480-4172		
Foreign Gas					
Other	METRONET	BRANDON KNIGHT	937-369-4501		

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Workforce Housing Developments Resolutions and Restrictive Covenants.

Recommendation:

> Approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording

Approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: July 21, 2026

RECOMMENDATION: Approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording

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ISSUE STATEMENT

Michigan continues to experience a significant shortage of housing across nearly every income level, including workforce housing for teachers, healthcare workers, first responders, manufacturing employees, and other essential members of the workforce. The Statewide Housing Plan identifies housing production as a top priority to address this shortage and support continued economic growth. Communities throughout the state, including the City of Jackson, face increasing demand for quality housing that is attainable for working families.

DESCRIBE THE CONSEQUENCES

The PILOT program is widely used by housing developers throughout Michigan to help address financing gaps that can prevent workforce and affordable housing projects from moving forward. Rising construction costs, interest rates, and operating expenses often make these developments financially challenging without public incentives. The PILOT program provides financial support that helps attract private investment and improve project feasibility.
A restrictive covenant is a legal agreement that establishes requirements or limitations on how a property may be used. These restrictions remain attached to the property and continue to apply even if ownership changes.The City Council is being asked to consider approval of Workforce Housing PILOT Resolution and Restrictive Covenants between the City of Jackson and two project sponsors: **Swan Bravo Opportunity Zone Business LLC** and **SCI WFH Jackson LLC**, both located at 2186 E Centre Avenue, Portage, Michigan 49002. The proposed agreements support workforce housing development in the City of Jackson in exchange for a workforce housing property tax exemption under Section 15a of the State Housing Development Authority Act (Public Act 346 of 1966, as amended).
The proposed projects would provide a combined **35 workforce housing units**, including **26 units from Swan Bravo Opportunity Zone Business LLC** and **9 units from SCI WFH Jackson LLC**. Each project would be required to maintain workforce housing eligibility by

serving households with incomes at or below **120% of HUD Area Median Income (AMI), adjusted for family size**, and all units would be required to remain available for rental to the general public during the covenant period.
Under the proposed agreements, the City would approve a **15-year exemption from all ad valorem property taxes**, ending **December 31, 2041**, for each qualifying project. In place of traditional property tax payments, each sponsor would make an annual Payment in Lieu of Taxes (PILOT) service charge equal to **10% of annual shelter rents collected from the project** pursuant to the City of Jackson Workforce Housing PILOT Ordinance No. 2023-05.
The restrictive covenants would require each sponsor to maintain compliance with workforce housing requirements, submit required certifications and annual compliance reports to the City of Jackson and the Michigan State Housing Development Authority, and correct any identified violations within **30 days** after receiving written notice. Failure to correct violations may allow the City to pursue enforcement actions under the agreement.
The proposed restrictive covenants would run with the land and remain binding on future owners, operators, successors, and assigns throughout the **15-year exemption period**. Any voluntary transfer of ownership would require notice to the City and agreements ensuring continued compliance with the workforce housing requirements. The tax exemption would automatically terminate upon foreclosure, deed in lieu of foreclosure, or if the property is no longer used as workforce housing.
Approval of these restrictive covenants would establish the conditions necessary for the proposed workforce housing tax exemptions while ensuring long-term affordability requirements, compliance monitoring, and continued workforce housing availability within the City of Jackson.

OWNERSHIP

This incentive is particularly valuable in communities where market conditions alone do not generate sufficient returns to justify new residential investment. Developers frequently rely on the PILOT program to invest in neighborhoods and communities that otherwise would not experience new housing development without this tax incentive. As a result, the program serves as a catalyst for private investment, neighborhood revitalization, and increased housing opportunities while leveraging private capital rather than relying solely on public funding.

SOLUTION

The PILOT program is widely utilized by housing developers throughout Michigan because it helps bridge financing gaps that often prevent affordable and workforce housing developments from moving forward. Rising construction costs, higher interest rates, and increasing operating expenses have made many housing projects financially infeasible without public incentives. By reducing long-term operating costs, the PILOT program attracts private investment and provides the financial feasibility necessary to construct housing that would otherwise not be built.
Under the proposed PILOT agreement, the City will receive an annual Payment in Lieu of Taxes (PILOT) equal to 10% of the development's potential gross rental income rather than traditional ad valorem property taxes. While this results in a different tax structure, it provides the financial certainty needed for developers to secure financing and construct affordable workforce housing. Because rents are restricted to remain affordable for qualifying households, affordable housing

developments generate substantially less revenue than market-rate projects, even though construction, insurance, maintenance, and operating costs remain largely the same. Without relief from the full property tax burden, many of these developments cannot generate sufficient revenue to cover debt service, operating expenses, and long-term capital needs. The PILOT structure helps close that financial gap, enabling developers to leverage private financing while preserving long-term affordability for tenants. Although the City receives a lower tax payment than it would from a fully taxable market-rate development, the alternative is often that the project would not be constructed. In those cases, the City benefits from new housing investment, additional residents, increased economic activity, and a dependable annual revenue stream from property that might otherwise remain vacant or underutilized.

FACILITATE IMPLEMENTATION

Approve the proposed resolutions and restrictive covenants for the Swan Bravo Opportunity Zone Business LLC and ACI WFH Jackson LLC workforce housing developments and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording

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ATTACHMENTS

1. Resolution SCI WFH Jackson LLC (7.5.2026)
2. Resolution Swan Bravo Opportunity Zone Business LLC (7.5.2026)
3. Restrictive Covenant SCI WFH Jackson LLC (7.5.2026)
4. Restrictive Covenant Swan Bravo Opportunity Zone Business LLC (7.5.2026)

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

RESOLUTION NO. ____-___

A RESOLUTION TO APPROVE PAYMENT IN LIEU OF TAXES FOR WORKFORCE HOUSING PROJECT

SPONSORED BY SCI WFH JACKSON LLC

WHEREAS, SCI WFH Jackson LLC purchased the following 9 parcels of land from the City of Jackson: 115 E Mason Street (5-020700000); 507 Burr Street (7-0263.0100); 511 Burr Street (7-0263.0200); 515 Burr Street (7-0263.0200); 408 N Park Avenue (7-0257.0100); 404 N Park Avenue (7-0255.0100); 514 Homewild Avenue (7-025400000); 510 Homewild Avenue (7-0261.1011); 504 Homewild Avenue (7-0262.0100); for purposes of developing three single-family housing units for occupancy by households whose total household income is not greater than 120% of the area median income published by the U.S. Department of Housing and Urban Development (the "Project");

WHEREAS, SCI WFH Jackson LLC has applied for a workforce housing exemption pursuant to MCL 125.1415a1(b) (the "Act") and the Jackson Workforce Housing PILOT Ordinance for a period of 15-years;

WHEREAS, the City Council of Jackson hereby finds that the Project sponsored by SCI WFH Jackson LLC qualifies for and should be granted a workforce housing PILOT and be exempt from all ad valorem property taxes as provided by the Act and Ordinance No. 2023-05 (Workforce Housing PILOT Ordinance) because the PILOT and Project will increase the number of available workforce housing units in the City, will encourage expansion of the population of the City, and will facilitate the provision of attractive viable housing units in locations consistent with the goals and objectives of the City's Master Plan;

WHEREAS, the workforce housing PILOT will provide for an annual PILOT payment from and after the commencement of construction or rehabilitation in an amount that is the greater of the tax on the property on which the Project will be located for the tax year proceeding the date on which the construction or rehabilitation is commenced or 10% of the annual Shelter Rents obtained from the Project;

WHEREAS, those terms not otherwise defined herein shall have the meaning set forth in the Ordinance;

THEREFORE, IT IS RESOLVED, notwithstanding the provisions of Section 15a(3)(b) and 15a(7) of the Act to the contrary, a contract to provide tax exemption and accept payment in lieu of taxes, as described above, between the City of Jackson and SCI WFH Jackson LLC is effectuated by adoption of this resolution and shall be binding on their successors and assigns for a period of 15-years for the following parcels of land in the City of Jackson, Jackson County:

115 E Mason Street (5-020700000); 507 Burr Street (7-0263.0100); 511 Burr Street (7-0263.0200); 515 Burr Street (7-0263.0200); 408 N Park Avenue (7-0257.0100); 404 N Park

Avenue (7-0255.0100); 514 Homewild Avenue (7-025400000); 510 Homewild Avenue (7-0261.1011); 504 Homewild Avenue (7-0262.0100).

RESOLVED, the Project shall pay a service charge equal to an amount that is the greater of the tax on the property on which the Project will be located for the tax year proceeding the date on which the construction or rehabilitation is commenced or 10% of the annual Shelter Rents obtained from the Project, subject to the terms of the Act, the Ordinance and the attached Restrictive Covenant;

RESOLVED, that the tax exemption shall be effective on December 31st of the year in which construction commences, subject to the recording of the attached Restrictive Covenant and receipt of the Michigan State Housing Development Authority's certification that the Project is eligible for a workforce housing PILOT;

RESOLVED, that this resolution shall remain in effect and not terminate except as provided in the Act, the Ordinance, and the Restrictive Covenant; and RESOLVED, that the City Manager or his designee is authorized to take necessary administrative actions to implement this Resolution.

The above Resolution was offered by _____ and supported by _____.

AYES, Council Members:

NAYS, Council Members:

ABSTAIN, Council Members:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Jackson at a regular meeting held on _____. Public notice was given and the meeting conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976).

_____

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

RESOLUTION NO. ____-___

A RESOLUTION TO APPROVE PAYMENT IN LIEU OF TAXES FOR WORKFORCE HOUSING PROJECT

SPONSORED BY SWAN BRAVO OPPORTUNITY ZONE BUSINESS LLC

WHEREAS, Swan Bravo Opportunity Zone Business LLC has purchased the following 26 parcels parcels of land from the City of Jackson: 113 W Mason Street (4-077400000); 137 W Mason Street (4-078500000); 930 Maple Avenue (4-0872.0100); 934 Maple Avenue (4-0874.0100); 1002 Maple Avenue (4-089800000); 1002 Chittock Avenue (4-080300000); 1010 Chittock Avenue (4-080500000); 1021 Maple Avenue (4-088500000); 1016 Maple Avenue (4-090700000); 1027 Maple Avenue (4-088800000); 1030 Maple Avenue (4-091800000); 1016 Williams Street (4-0687.0100); 1020 Williams Street (4-068600000); 1038 Williams Street (4-067900000); 1139 Plymouth Street (Currently part of 6-035700000); 1137 Plymouth Street (6-035700000); 1119 Plymouth Street (Currently part of 6-0304.1000); 1117 Plymouth Street (6-0304.1000); 313 Johnson Street (6-032500000); 321 Johnson Street (6-032700000); 204 S Elm Avenue (6-065800000); 206 S Elm Avenue (6-065900000); 1508 Deyo Street (6-048000000); 1504 Deyo Street (6-047600000); 1712 Pringle Avenue (6-124200000); 1810 Pringle Avenue (6-127600000) for purposes of developing single-family housing units for occupancy by households whose total household income is not greater than 120% of the area median income published by the U.S. Department of Housing and Urban Development (the "Project");

WHEREAS, Swan Bravo Opportunity Zone Business LLC has applied for a workforce housing exemption pursuant to MCL 125.1415a1(b) (the "Act") and the Jackson Workforce Housing PILOT Ordinance for a period of 15-years;

WHEREAS, the City Council of Jackson hereby finds that the Project sponsored by Swan Bravo Opportunity Zone Business LLC qualifies for and should be granted a workforce housing PILOT and be exempt from all ad valorem property taxes as provided by the Act and Ordinance No. 2023-05 (Workforce Housing PILOT Ordinance) because the PILOT and Project will increase the number of available workforce housing units in the City, will encourage expansion of the population of the City, and will facilitate the provision of attractive viable housing units in locations consistent with the goals and objectives of the City's Master Plan;

WHEREAS, the workforce housing PILOT will provide for an annual PILOT payment from and after the commencement of construction or rehabilitation in an amount that is the greater of the tax on the property on which the Project will be located for the tax year proceeding the date on which the construction or rehabilitation is commenced or 10% of the annual Shelter Rents obtained from the Project;

WHEREAS, those terms not otherwise defined herein shall have the meaning set forth in the Ordinance;

THEREFORE, IT IS RESOLVED, notwithstanding the provisions of Section 15a(3)(b) and 15a(7) of the Act to the contrary, a contract to provide tax exemption and accept payment in lieu

of taxes, as described above, between the City of Jackson and Swan Bravo Opportunity Zone Business LLC is effectuated by adoption of this resolution and shall be binding on their successors and assigns for a period of 15-years for the following parcels of land in the City of Jackson, Jackson County:

113 W Mason Street (4-077400000); 137 W Mason Street (4-078500000); 934 Maple Avenue (4-0874.0100); 1002 Maple Avenue (4-089800000); 1002 Chittock Avenue (4-080300000); 1010 Chittock Avenue (4-080500000); 1021 Maple Avenue (4-088500000); 1016 Maple Avenue (4-090700000); 1027 Maple Avenue (4-088800000); 1030 Maple Avenue (4-091800000); 1016 Williams Street (4-0687.0100); 1020 Williams Street (4-068600000); 1038 Williams Street (4-067900000); 1139 Plymouth Street (Currently part of 6-035700000); 1137 Plymouth Street (6-035700000); 1119 Plymouth Street (Currently part of 6-0304.1000); 1117 Plymouth Street (6-0304.1000); 313 Johnson Street (6-032500000); 321 Johnson Street (6-032700000); 204 S Elm Avenue (6-065800000); 206 S Elm Avenue (6-065900000); 1508 Deyo Street (6-048000000); 1504 Deyo Street (6-047600000); 1712 Pringle Avenue (6-124200000); 1810 Pringle Avenue (6-127600000);

RESOLVED, the Project shall pay a service charge equal to an amount that is the greater of the tax on the property on which the Project will be located for the tax year proceeding the date on which the construction or rehabilitation is commenced or 10% of the annual Shelter Rents obtained from the Project, subject to the terms of the Act, the Ordinance and the attached Restrictive Covenant;

RESOLVED, that the tax exemption shall be effective on December 31st of the year in which construction commences, subject to the recording of the attached Restrictive Covenant and receipt of the Michigan State Housing Development Authority's certification that the Project is eligible for a workforce housing PILOT;

RESOLVED, that this resolution shall remain in effect and not terminate except as provided in the Act, the Ordinance, and the Restrictive Covenant; and RESOLVED, that the City Manager or his designee is authorized to take necessary administrative actions to implement this Resolution.

The above Resolution was offered by _____ and supported by _____.

AYES, Council Members:

NAYS, Council Members:

ABSTAIN, Council Members:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Jackson at a regular meeting held on _____. Public notice was given and the meeting conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976).

_____

WORKFORCE HOUSING RESTRICTIVE COVENANT

This Workforce Housing Restrictive Covenant ("**Restrictive Covenant**") is made by and between the City of Jackson, a Michigan municipal corporation of 161 W. Michigan Avenue, Jackson, Michigan 49201 ("**Municipality**") and SCI WFH Jackson LLC, a Michigan limited liability company of 2186 E Centre Avenue, Portage, Michigan 49002 ("**Sponsor**") as of _____, 20___.

R E C I T A L S:

A. Sponsor is the owner of certain real property in the City of Jackson, in the County of Jackson, Michigan, and more particularly described by Exhibit A (the "**Property**"), which is attached hereto and incorporated by reference into this Agreement.

B. Sponsor has offered to construct or rehabilitate one or more buildings located on the Property to provide nine (9) units of workforce housing (the "**Project**") and has applied to Municipality for a workforce housing exemption from *ad valorem* property taxes under Section 15a of the State Housing Development Authority Act, being Public Act 346 of 1966, as amended (the "**Act**").

C. In consideration of Sponsor's offer to undertake the Project, Municipality has agreed to exempt the Project from all *ad valorem* property taxes imposed by any taxing jurisdiction and to accept in lieu thereof payment of an annual service charge for a period of 15 years as provided by the City of Jackson's Workforce Housing PILOT Ordinance, Ordinance No 2023-05 (the "**PILOT Ordinance**").

D. The annual service charge paid in lieu of all *ad valorem* property taxes is equal to ten percent (10%) of the annual shelter rents collected from the Project and must be paid as provided in the PILOT Ordinance.

E. Sponsor and Municipality agree that the economic feasibility of the Project depends upon the continuing effect of the annual service charge in lieu of all *ad valorem* taxes approved by Municipality for the 15-year exemption period.

F. Accordingly, upon recording with the Jackson County Register of Deeds, this Restrictive Covenant will restrict use of the Project to workforce housing for the 15-year exemption period.

NOW, THEREFORE, in consideration of Municipality's acceptance of payment of the annual service charge in lieu of all *ad valorem* property taxes and Sponsor's commitment to construct or rehabilitate the Project, Sponsor and Municipality hereby covenant as follows:

1. **Recitals.** The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.

2. **Definitions**. All words and phrases used in this Restrictive Covenant have the same meaning as defined in the Act or the PILOT Ordinance.

3. **Workforce Housing Covenant**. The Project will, upon completion of the proposed construction or rehabilitation, constitute workforce housing for households for persons and families whose household income is not greater than 120% of the area median income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size. All of the housing units in the Project will be rented, or available for rental, on a continuous basis to members of the general public throughout the term of this Restrictive Covenant.

4. **Term of Exemption**. The exemption from *ad valorem* property taxes approved by Municipality shall remain in effect in accordance with this Restrictive Covenant restricting use of the Project to workforce housing for a period of 15 years, ending on December 31, 2041, or so long as the Project is used as workforce housing, whichever is less. The exemption shall automatically terminate upon the foreclosure or the giving of a deed in lieu of foreclosure for the Property.

5. **No Violation**. Sponsor agrees that it will not knowingly take or permit any action that would result in a violation of the requirements of this Restrictive Covenant or the PILOT Ordinance which is incorporated herein as if a part of this Restrictive Covenant. Further, Sponsor agrees to take any required action, including the amendment of this Restrictive Covenant, as may be necessary, in the determination of the Municipality or of the Michigan State Housing Development Authority (the "Authority"), to comply with the PILOT Ordinance. If Municipality determines that the Project is not in compliance with the requirements of this Restrictive Covenant, and Sponsor, after receiving written notice of the non-compliance from Municipality, does not correct such non-compliance within thirty (30) days, Municipality shall be entitled to take such actions as it deems necessary to enforce the provisions of this Restrictive Covenant.

6. **Sponsor to Demonstrate Compliance**. Sponsor will provide Municipality with such certifications, reports and other information as are required by Municipality to demonstrate compliance with the PILOT Ordinance. Sponsor will provide Municipality and Authority with an annual verification of compliance with this Restrictive Covenant, in a form specified by the Authority.

7. **Transfer of Ownership**. Sponsor will, prior to a sale or other voluntary transfer of ownership of the Project or any part thereof, notify Municipality in writing, and will enter into any agreements with the purchaser or transferee as may be prescribed by Municipality to ensure such purchaser's or transferee's compliance with this Restrictive Covenant and Michigan law.

8. **Enforceability**. This Restrictive Covenant is enforceable in any court in the State of Michigan having jurisdiction thereof, by Municipality, and to the extent required by the PILOT Ordinance, by any individuals who are tenants of the Project (whether prospective, present, or former occupant(s) of the Project).

9. **Covenant Running with the Land; Binding Effect**. The foregoing covenant shall constitute and be enforced as a covenant running with the land under Michigan law and shall be binding on all successors or assigns of Sponsor or Municipality and any future owner or operator of the Project for the full 15-year exemption period.

10. **Miscellaneous**. In the event of any conflict between the terms of this Restrictive Covenant and the requirements of the PILOT Ordinance, the requirements of the PILOT Ordinance shall prevail. This Restrictive Covenant may only be amended or terminated by a writing signed by both Sponsor and

Municipality. The invalidity of any clause or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, is this Restrictive Covenant is effective as of _____, 20____.

[Signature Pages Follow]

MUNICIPALITY:
CITY OF JACKSON,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 20___ by _____, as _____ of the City of Jackson, a Michigan municipal corporation, on behalf of the municipal corporation.

_____

Notary Public, _____County, MI
My Commission Expires: _____
Acting in _____ County, MI

SPONSOR:
SCI WFH JACKSON LLC,
a Michigan limited liability company

By: _____

Name: Thomas M. Larabel

Its: Authorized Representative

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this day of _____, 20___ by _____, as an Authorized Representative of SCI WFH JACKSON LLC, a Michigan limited liability company, on behalf of the company.

_____

Notary Public, _____County, _____
My Commission Expires: _____
Acting in _____County, _____

DRAFTED BY:
Emily C. Palacios
Miller Johnson
45 Ottawa Avenue, SW – Suite 1100
Grand Rapids, MI 49503

WHEN RECORDED RETURN TO:
Jessica A. McGivney
Allen Edwin Homes
2186 E Centre Avenue
Portage, Michigan 49002

EXHIBIT A

Legal Description of Property

Address	Tax Parcel #	Legal Description
115 E Mason Street	5-020700000	Commencing at the Northwest corner of Lot 2, Block 69, Ford's Western Addition, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 12, Jackson County Records, thence East 82.5 feet to the West line of Buffalo Alley, as now opened and used by the public, thence South along the West line of said alley 162 feet, thence West parallel with Wilkins Street 67.5 feet, thence North 30 feet to the South line of said Lot 2, thence West to the Southwest corner of said Lot 2, thence North 132 feet to beginning.
507 Burr Street	7-0263.0100	The East 42 feet of the North 1/2 of Lot 6, ALSO North 1/2 Lots 2 and 3, Block 6, an Extension of the Village of Jacksonburgh, on the East side of the Grand River, known as Ford's Eastern Extension, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 1, Jackson County Records.
511 Burr Street	7-0263.0200	N 81 FT OF LOT 2 & E 27 FT OF N 81 FT OF LOT 3 BLK 6 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT SPLIT/COMBINED ON 10/25/2024 FROM 7-0263.1000, 7-025800000, 7-025700000
515 Burr Street	7-0263.0200	N 81 FT OF LOT 2 & E 27 FT OF N 81 FT OF LOT 3 BLK 6 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT SPLIT/COMBINED ON 10/25/2024 FROM 7-0263.1000, 7-025800000, 7-025700000
408 N Park Avenue	7-0257.0100	The South 1/2 of the South 1/2 of Lots 2 and 3, Block 6,Ford's Extension, an Extension of the Village of Jacksonburgh, on the East side of the Grand River, known as Ford's Eastern Extension, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 1, Jackson County Records.
404 N Park Avenue	7-0255.0100	N 42 FT OF LOT 1 AND N 42 FT OF E 23 FT OF LOT 4 BLK 6 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT SPLIT/COMBINED ON 10/25/2024 FROM 7-026200000, 7-026100000, 7-026000000, 7-025500000
514 Homewild Avenue	7-025400000	The South 90 feet of the East 1/2 of Lot 1, Block 6, Ford's Eastern Extension to the City of Jackson, according to the recorded plat

		thereof, as recorded in Liber 1 of Plats, Page 1, Jackson County Records.
510 Homewild Avenue	7-0261.1011	The East 1/2 of Lot 4, Block 6, Ford's Eastern Extension to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 1, Jackson County Records.
504 Homewild Avenue	7-0262.0100	The East 1/2 of Lot 5, Block 6, Ford's Eastern Extension, according to the recorded plat thereof, as recorded in Liber1 of Plats, Page 1, Jackson County Records.

WORKFORCE HOUSING RESTRICTIVE COVENANT

This Workforce Housing Restrictive Covenant ("**Restrictive Covenant**") is made by and between the City of Jackson, a Michigan municipal corporation of 161 W. Michigan Avenue, Jackson, Michigan 49201 ("**Municipality**") and Swan Bravo Opportunity Zone Business LLC, a Michigan limited liability company of 2186 E Centre Avenue, Portage, Michigan 49002 ("**Sponsor**") as of _____, 20___.

R E C I T A L S:

A. Sponsor is the owner of certain real property in the City of Jackson, in the County of Jackson, Michigan, and more particularly described by Exhibit A (the "**Property**"), which is attached hereto and incorporated by reference into this Agreement.

B. Sponsor has offered to construct or rehabilitate one or more buildings located on the Property to provide twenty six (26) units of workforce housing (the "**Project**") and has applied to Municipality for a workforce housing exemption from *ad valorem* property taxes under Section 15a of the State Housing Development Authority Act, being Public Act 346 of 1966, as amended (the "**Act**").

C. In consideration of Sponsor's offer to undertake the Project, Municipality has agreed to exempt the Project from all *ad valorem* property taxes imposed by any taxing jurisdiction and to accept in lieu thereof payment of an annual service charge for a period of 15 years as provided by the City of Jackson's Workforce Housing PILOT Ordinance, Ordinance No 2023-05 (the "**PILOT Ordinance**").

D. The annual service charge paid in lieu of all *ad valorem* property taxes is equal to ten percent (10%) of the annual shelter rents collected from the Project and must be paid as provided in the PILOT Ordinance.

E. Sponsor and Municipality agree that the economic feasibility of the Project depends upon the continuing effect of the annual service charge in lieu of all *ad valorem* taxes approved by Municipality for the 15-year exemption period.

F. Accordingly, upon recording with the Jackson County Register of Deeds, this Restrictive Covenant will restrict use of the Project to workforce housing for the 15-year exemption period.

NOW, THEREFORE, in consideration of Municipality's acceptance of payment of the annual service charge in lieu of all *ad valorem* property taxes and Sponsor's commitment to construct or rehabilitate the Project, Sponsor and Municipality hereby covenant as follows:

1. **Recitals.** The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.

2. **Definitions**. All words and phrases used in this Restrictive Covenant have the same meaning as defined in the Act or the PILOT Ordinance.

3. **Workforce Housing Covenant**. The Project will, upon completion of the proposed construction or rehabilitation, constitute workforce housing for households for persons and families whose household income is not greater than 120% of the area median income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size. All of the housing units in the Project will be rented, or available for rental, on a continuous basis to members of the general public throughout the term of this Restrictive Covenant.

4. **Term of Exemption**. The exemption from *ad valorem* property taxes approved by Municipality shall remain in effect in accordance with this Restrictive Covenant restricting use of the Project to workforce housing for a period of 15 years, ending on December 31, 2041, or so long as the Project is used as workforce housing, whichever is less. The exemption shall automatically terminate upon the foreclosure or the giving of a deed in lieu of foreclosure for the Property.

5. **No Violation**. Sponsor agrees that it will not knowingly take or permit any action that would result in a violation of the requirements of this Restrictive Covenant or the PILOT Ordinance which is incorporated herein as if a part of this Restrictive Covenant. Further, Sponsor agrees to take any required action, including the amendment of this Restrictive Covenant, as may be necessary, in the determination of the Municipality or of the Michigan State Housing Development Authority (the "Authority"), to comply with the PILOT Ordinance. If Municipality determines that the Project is not in compliance with the requirements of this Restrictive Covenant, and Sponsor, after receiving written notice of the non-compliance from Municipality, does not correct such non-compliance within thirty (30) days, Municipality shall be entitled to take such actions as it deems necessary to enforce the provisions of this Restrictive Covenant.

6. **Sponsor to Demonstrate Compliance**. Sponsor will provide Municipality with such certifications, reports and other information as are required by Municipality to demonstrate compliance with the PILOT Ordinance. Sponsor will provide Municipality and Authority with an annual verification of compliance with this Restrictive Covenant, in a form specified by the Authority.

7. **Transfer of Ownership**. Sponsor will, prior to a sale or other voluntary transfer of ownership of the Project or any part thereof, notify Municipality in writing, and will enter into any agreements with the purchaser or transferee as may be prescribed by Municipality to ensure such purchaser's or transferee's compliance with this Restrictive Covenant and Michigan law.

8. **Enforceability**. This Restrictive Covenant is enforceable in any court in the State of Michigan having jurisdiction thereof, by Municipality, and to the extent required by the PILOT Ordinance, by any individuals who are tenants of the Project (whether prospective, present, or former occupant(s) of the Project).

9. **Covenant Running with the Land; Binding Effect**. The foregoing covenant shall constitute and be enforced as a covenant running with the land under Michigan law and shall be binding on all successors or assigns of Sponsor or Municipality and any future owner or operator of the Project for the full 15-year exemption period.

10. **Miscellaneous**. In the event of any conflict between the terms of this Restrictive Covenant and the requirements of the PILOT Ordinance, the requirements of the PILOT Ordinance shall prevail. This Restrictive Covenant may only be amended or terminated by a writing signed by both Sponsor and Municipality. The invalidity of any clause or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, is this Restrictive Covenant is effective as of _____, 20____.

[Signature Pages Follow]

MUNICIPALITY:
CITY OF JACKSON,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 20___ by _____, as _____ of the City of Jackson, a Michigan municipal corporation, on behalf of the municipal corporation.

_____

Notary Public, _____County, MI
My Commission Expires: _____
Acting in _____ County, MI

SPONSOR:
SWAN BRAVO OPPORTUNITY ZONE BUSINESS LLC,
a Michigan limited liability company

By: _____

Name: Thomas M. Larabel

Its: Authorized Representative

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this day of _____, 20___ by _____, as the Authorized Representative of Swan Bravo Opportunity Zone Business LLC, a Michigan limited liability company, on behalf of the company.

_____

Notary Public, _____County, _____
My Commission Expires: _____
Acting in _____County, _____

DRAFTED BY:
Emily C. Palacios
Miller Johnson
45 Ottawa Avenue, SW – Suite 1100
Grand Rapids, MI 49503

WHEN RECORDED RETURN TO:
Jessica A. McGivney
Allen Edwin Homes
2186 E Centre Avenue
Portage, Michigan 49002

EXHIBIT A

Legal Description of Property

Address	Tax Parcel #	Legal Description
113 W Mason Street	4-077400000	Lot 168, Assessor's South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records
137 W Mason Street	4-078500000	Lot 181, Assessor's South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records.
930 Maple Avenue	4-0872.0100	Lots 14 and 16, Block 2, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records
934 Maple Avenue	4-0874.0100	Lots 14 and 16, Block 2, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records
1002 Maple Avenue	4-089800000	Lot 2, Block 4, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records.
1002 Chittock Avenue	4-080300000	Lot 16, Chittock's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 16, Jackson County Records.
1010 Chittock Avenue	4-080500000	Lot 18, Chittock's Addition, according to the recorded plat thereof, as recorded in Liber 5 of Plats, Page 16, Jackson County Records.
1021 Maple Avenue	4-088500000	The North 3/4 of Lot 6, Block 3, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records.
1016 Maple Avenue	4-090700000	Lot 10, and the North 1 rod of Lot 12, except the West 11 feet of the foregoing description, Block 4, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records.
1027 Maple Avenue	4-088800000	The South 3 rods of Lot 8, Block 3, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records.

1030 Maple Avenue	4-091800000	The South 44 1/2 feet of Lot 18, Block 4, CE Webb's Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 35, Jackson County Records.
1016 Williams Street	4-0687.0100	0688 LOT 79 ASSESSOR'S SOUTH PLAT COMBINED ON 02/27/2025 FROM 4-068700000, 4-0687.3000
1020 Williams Street	4-068600000	Lot 78, Assessor's South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records.
1038 Williams Street	4-067900000	Lot 72, Assessor's South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records.
1139 Plymouth Street	Currently part of 6-035700000	Lot 20, Assessor's Summit Plat, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 18, Jackson County Records.
1137 Plymouth Street	6-035700000	Lot 20, Assessor's Summit Plat, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 18, Jackson County Records.
1119 Plymouth Street	Currently part of 6-0304.1000	The West 1/2 Lot of Lot 3, Block 1 and all of Lot 4, Block 1, Wilson's Amended Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 1, Jackson County Records.
1117 Plymouth Street	6-0304.1000	The West 1/2 Lot of Lot 3, Block 1 and all of Lot 4, Block 1, Wilson's Amended Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 1, Jackson County Records.
313 Johnson Street	6-032500000	Lot 24, Block as recorded 1, Wilson's Amended Addition to the City of Jackson, according to the recorded plat in Liber 3 of Plats, Page 1, Jackson County Records.
321 Johnson Street	6-032700000	Lot 26, Block 1, Wilson's Amended Addition to the City of Jackson, according to the recorded plat as recorded in Liber 3 of Plats, Page 1, Jackson County Records.
204 S Elm Avenue	6-065800000	The South 16.5 feet of Lot 4 and the North 1/2 of Lot 5, Block 2, Eaton's Eastern Addition, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 31, Jackson County Records.

206 S Elm Avenue	6-065900000	Commencing at a point on the West side of Elm Avenue 6 rods South of the Intersection of Elm Avenue and Ten Eyck Street, thence West along Hattie Lyons Weed land 124.1 feet, thence South 67 feet 3 inches; thence 124.41 feet East to Elm Avenue, thence North 67 feet 3 inches to place of beginning. Being parts of Lots 5 and 6, Block 2 of Eaton's Eastern Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 31, Jackson County Records.
1508 Deyo Street	6-048000000	Lot 29, Block 4, Eaton's East Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 7, Jackson County Records.
1504 Deyo Street	6-047600000	Lot 25, Block 4, Eaton's East Addition to the City of Jackson according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 7, Jackson County Records.
1712 Pringle Avenue	6-124200000	Lot 12, Block 1, Carr's East Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 24, Jackson County Records.
1810 Pringle Avenue	6-127600000	Lot 18, Block 2, Carr's East Addition to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 24, Jackson County Records.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Purchase — 2-Megawatt Caterpillar Model 3516C Backup Generator

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Recommendation:

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: July 21, 2026

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

ISSUE STATEMENT

The City of Jackson Wastewater Treatment Plant (WWTP) is required to have minimum two sources of power to maintain continuous functionality of the facility. Currently, the WWTP is supplied by two individual power feeds from Consumers Energy which automatically switch back and forth if one feed drops out. There have been instances in the past where both electric feeds have dropped and the WWTP was left with no power to operate, with the most recent event occurring in 2022.

DESCRIBE THE CONSEQUENCES

If electric power is lost to the WWTP, wastewater cannot be fully processed and treated. We have the ability to move the wastewater into a retention basin, but that process is limited by time and by the amount of wastewater flow entering the facility. Having a 2-megawatt backup generator on site would allow for the operation of the entire treatment facility even if both Consumers Energy electrical feeds were to fail, thereby ensuring continued treatment and limiting the chance of flooding or discharge permit violations.

OWNERSHIP

Knowing we have lost electrical power in the past, which caused expensive issues during the occurrence, a backup generator will add a significantly important layer of operational security to the facility. During our research, and with input from our consulting engineers, we priced new and used generator units. New generators of this size were quoted to be $1.5 million and take 3 years to build and deliver once the order is placed. This particular used unit that we are recommending only has 75 run time hours, which is very minimal, and it is located relatively close in Indianapolis, Indiana..

SOLUTION

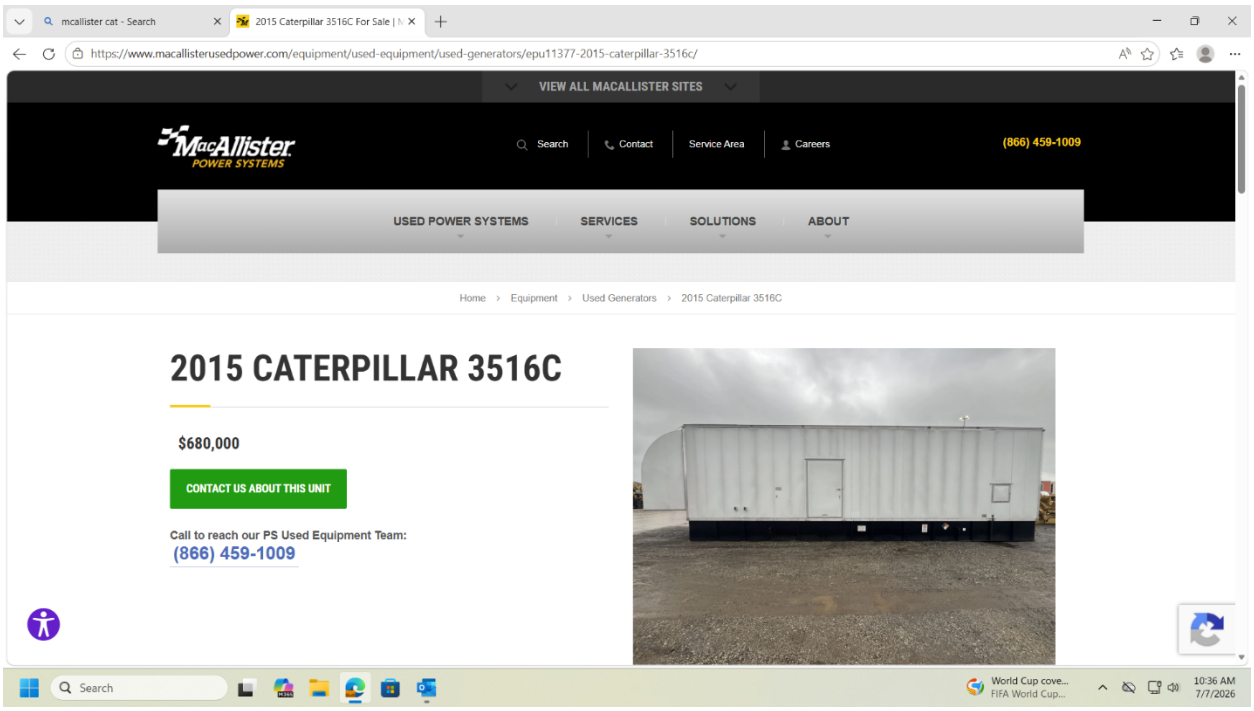
The purchase of a low hour used 2-megawatt backup generator would add significant stability and security to the wastewater treatment facility. While we found a newer model year unit in Florida for less cost, that unit does not have a cold weather enclosure and shipping costs would be significantly higher that a unit coming from Indiana. This project is included in our wastewater capital improvement plan, and funding is available from our wastewater cash reserve account and capital improvement account. There will need to be additional design engineering and ancillary equipment expenditures to complete the project, but the approval of this particular generator unit will allow us to know exactly what those additional needs and costs will be.

FACILITATE IMPLEMENTATION

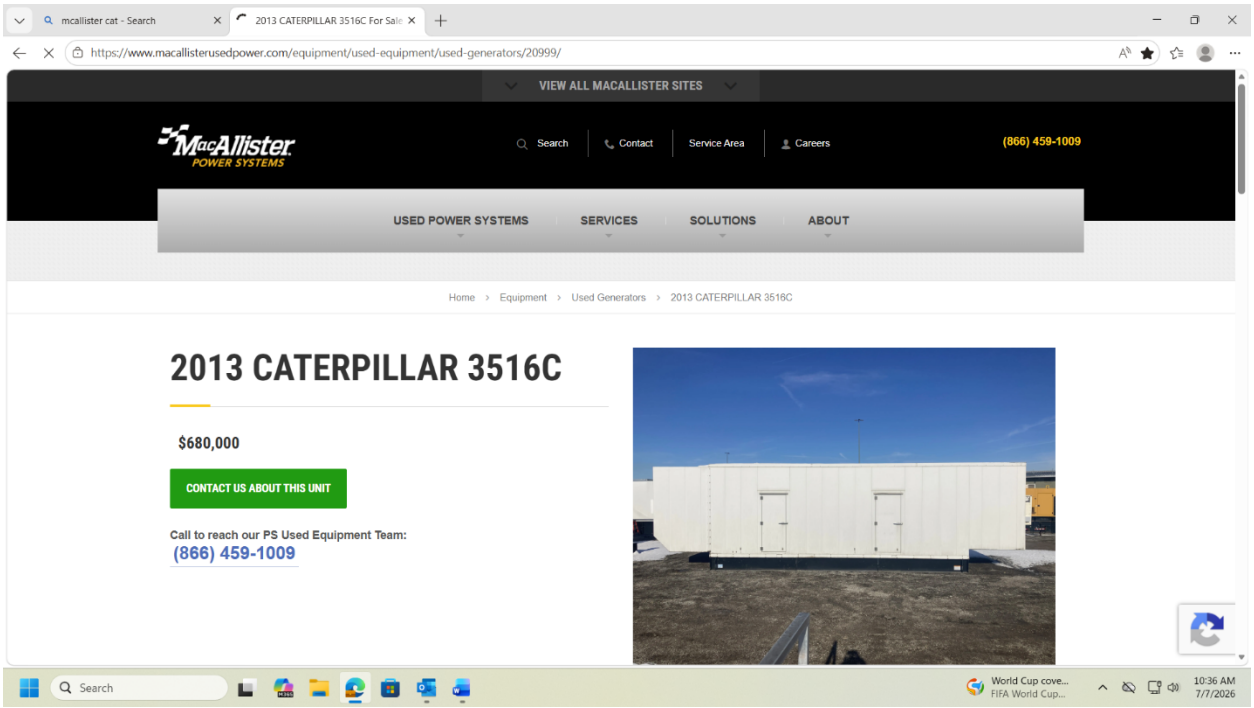
Approve the purchase of one used 2 Megawatt Caterpillar Model 3516C backup generator from McAllister Caterpillar for installation at the City of Jackson Wastewater Treatment Plant at a cost of $731,000.00 which includes $680,000.00 for the power unit, approximately $35,000.00 for half the cost of a special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

ATTACHMENTS

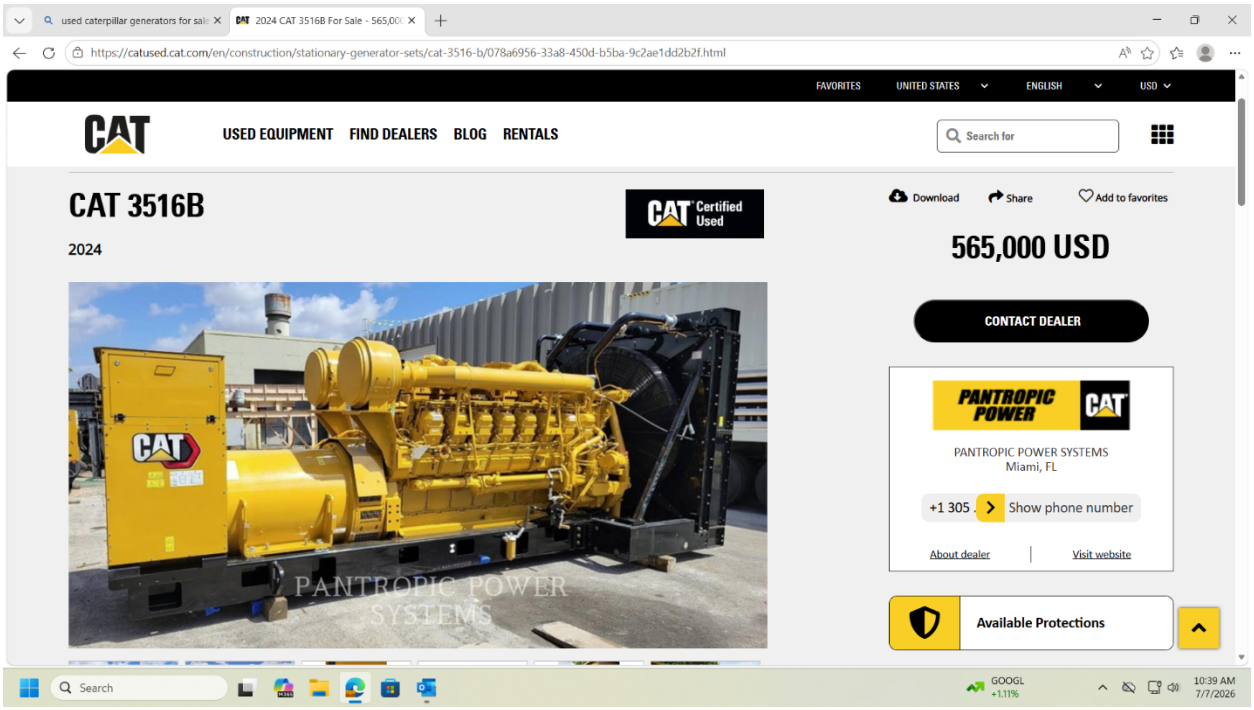
1. Used Cat Gen Quotes



This unit has 207 run-time hours and is located in Indiana.



This unit has 75 run-time hours, and is located in Indiana. **This is the unit we are recommending**.



This unit is located in Florida, and no weather enclosure (add $40,000). Shipping costs would also be extensively higher.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Purchase — Road Salt

Recommendation:

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: July 21, 2026

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

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ISSUE STATEMENT

The amounts of road salt used and purchased have stayed consistent with previous years, and our expectations for these amounts remain the same for the upcoming winter 2026/2027season. By applying road salt on our streets, we can keep them safe and reasonably free of ice during the harsh winter months. Not applying road salt would prevent us from doing so effectively preventing or managing ice buildup, leading to hazardous and sometimes dangerous street conditions.

DESCRIBE THE CONSEQUENCES

Without the use of road salt, ice would build up on our streets because of freezing and thawingduring the winter months, creating dangerous road conditions.

OWNERSHIP

The Jackson County Department of Transportation graciously permits the city to cooperatively purchase road salt through their annual competitive bidding process, with the lowest bid received from Detroit Salt Company at a cost of $99.62 per ton. Last year's road salt cost was $90.56 per ton. The estimated cost for 2026/2027 is a 10% increase over last year's price.

SOLUTION

The city uses approximately 4,000 tons of road salt every winter season, at a bid price of$99.62 per ton; the total cost for the 2026/2027 winter season amounts to $398,480. The purchase of road salt is budgeted in the Major and Local Street Winter Maintenance Funds and billed to the State of Michigan Department of Transportation for any application along the State Trunk lines.

FACILITATE IMPLEMENTATION

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

ATTACHMENTS

1. 2026 Sodium Chloride
2. Jackson Co. MI FY27 signed bid for submission
3. Jackso Co, MI 2026 Cargill Submission

RFB #188 SODIUM CHLORIDE (ROAD SALT) BID TAB				
2026 Sodium Chloride (Road Salt) RFB #188				
DELIVERY SITE	**EST. QTY/TONS**	***VENDOR***	***VENDOR***	***VENDOR***
		Cargill, Incorporated	***Compass Minerals America Inc***	***The Detroit Salt Company***
		PRICE/TON	***PRICE/TON***	***PRICE/TON***
CLARK LAKE	***4,000 +/-***	**No Bid**	**$113.26**	**$99.62**
JACKSON	***3,000 +/-***	**No Bid**	**$113.26**	**$99.62**
HENRIETTA	***4,000 +/-***	**No Bid**	**$113.26**	**$99.62**
PARMA	***5,500 +/-***	**No Bid**	**$113.26**	**$99.62**
CITY OF JAX	***4000 +/-***	**No Bid**	**$113.26**	**$99.62**
PICK UP - JCDOT		**No Bid**	***$99.00***	***$99.62***
Stockpile Locations:		***Toledo, OH***	***River Rouge, MI***	***Detroit, MI***

2026 Sodium Chloride (Road Salt) RFB #188 Questions Addendum

1-I saw that the bid says 1 year base bid contract however I did not see any start or end dates for the contract year. Can you provide those for us? The one year contract will be from March 22, 2026 through March 21, 2027. We will not purchase salt under this contract until the fall (October or November) of 2026.

JACKSON COUNTY Michigan

JACKSON COUNTY DEPARTMENT OF TRANSPORTATION

2400 N. Elm Road, Jackson, Michigan 49201 • Phone: (517) 788-4230 • Fax: (517) 788-4237

REQUEST FOR BIDS

FOR

SODIUM CHLORIDE (ROAD SALT)

IN

JACKSON COUNTY, MICHIGAN

BID OPENING:

FEBRUARY 2, 2026 at 10:15 AM EST

Submit bids by email to jcouling@mijackson.org.
DO NOT submit bids through BidNet.

REQUEST FOR BIDS
JACKSON COUNTY DEPARTMENT OF TRANSPORTATION
JACKSON, MICHIGAN
(517) 788-4230

BID SUMMARY

RFB Number: RFB #188

Commodity/Service Being Requested: Sodium Chloride (Road Salt)

Type of Solicitation: Request for Bids (RFB) - It is the intention of Jackson County to competitively award to a qualified company that has demonstrated their ability for comparable work.

Resulting Contract Term: One (1) year base contract.

Calendar of Events – Timetable	
Bid Release:	**January 19 2026**
Due Date for Receipt of Questions:	**January 26 2026**
Questions and Answers Posted:	**January 27 2026**
Quotes Due by (10:00 a.m./ EST) *:	**February 2 2026**

***Any response received later than the specified deadline may be disqualified.**

This Request for Bids is being made by the Jackson County Department of Transportation. All references contained herein to "county" shall be construed to mean Jackson County. This Request, together with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract with Jackson County, subject to the limitations set forth herein and any specific quantities that Jackson County may commit to herein and the successful and most responsible bidder, as determined by Jackson County.

RFB Access:

Jackson County officially posts bid documents online at https://www.mijackson.org/Bids.aspx and BidNet via Michigan Inter-governmental Trade Network (MITN) https://www.bidnetdirect.com/mitn sites. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

Communications and Contacts with Jackson County Personnel:

All contact with Jackson County regarding this RFB or any matter relating thereto must be sent in writing via e-mail to: Jim Couling (jcouling@mijackson.org). This is to ensure fair consideration for all interested vendors. The County prohibits communications to or with any other employee during the submission and evaluation period.

Section 1.0 – SPECIFICATIONS AND SCOPE OF WORK

1.1 INTRODUCTION TO SPECIFICATIONS

Jackson County is seeking bids for sodium chloride (Road Salt) for use by the Jackson County Department of Transportation for ice control on County roads for the winter season of 2026 & 2027. Bids are requested for delivery of salt to JCDOT locations for on-site storage. The length of the proposed contract will be for a one-year term, commencing upon award. Bid prices shall remain firm during the term of this agreement.

Winter Season	Usage By Jackson County DOT
2019-2020	16,200 tons
2020-2021	13,100 tons
2021-2022	12,554 tons
2022-2023	9133 tons
2023-2024	8692 tons
2024-2025	21,000 tons

The above quantities do not include the City of Jackson's usage.

The most responsive bid shall include the following specifications and requirements:

1.2 SPECIFICATIONS:

The requested product bid shall conform to the latest Michigan Department of Transportation (MDOT) specifications for bulk ice control salt (sodium chloride).

1.3 Delivery: Awarded vendor must be able to provide delivery to these locations.

1.3.1 Clark Lake Garage
7245 Clark Lake Road
Clark Lake, MI 49234

1.3.2 Jackson Garage
2400 N. Elm Road
Jackson, MI 49201

1.3.3 Henrietta Garage
11750 Bunkerhill Rd.
Pleasant Lake, MI 49272

1.3.4 Parma Garage
2491 N. Parma Road
Parma MI, 49269

1.3.5 City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

1.4 CONTRACT QUANTITIES:

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT JACKSON COUNTY SHALL GUARANTEE A CERTAIN AMOUNT OF PRODUCT PURCHASED.

Section 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFB Addenda and Exhibits have been read.

2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFB #188 – Sodium Chloride (Road Salt).

3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.

4. The undersigned acknowledges receipt and acceptance of all addenda.

5. If selected for award, the following certifications will be required before work commences:
   - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
   - Assurance Regarding Access to Records and Financial Statements
   - Iran Economic Sanctions Act

6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFB and associated Bid Documents.

7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the County shall hold the County of Jackson, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Jackson, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.2 CONTENTS OF BID

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bid. **Vendor bids should include the following:**

2.2.1 References

Provide at least three (3) references for companies or relatively local road departments for which you have provided of the types requested in the RFB. Include the type of product or services supplied, as well as a contact name and corresponding phone number or email address.

2.2.2 Qualifications of Firm - Briefly describe firm

2.2.3 Attachment A *(Non-Collusion Affidavit)*

2.2.4 Attachment B (*Certificate of Authorization for Contract Execution*)

2.2.5 Attachment C (Legal status of bidder)

2.2.6 Attachment D (Pricing sheet)

2.3 SUBMISSION OF BIDS

2.3.1 Submit an electronic version of your Bid to Jackson County via email to **jcouling@mijackson.org** not later than 10:00 a.m. on **February 2, 2026.** **DO NOT** submit bids through Bidnet. Jackson County has no obligation to consider any bid that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Jackson County not when the e-mail was sent. Bids will not be accepted via U.S. mail or any other delivery method.

The material should be in sequence and related to the RFB. Jackson County will not provide any reimbursement for the cost of developing or presenting bids in response to this RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFB #189" with Company Name, and "message 1 of 3" as appropriate if the bid consists of multiple emails. Note: All e-mails from a bidder must be received by Jackson County by the stated time and date in order for the bids to be deemed submitted on time.

Bids will be publicly opened via Zoom virtual meeting on **February 2, 2026 at 10:15 A.M.** If you would like to attend this meeting, please RSVP by providing your name and email address to Jim Couling (jcouling@mijackson.org). An invitation will be sent to you with details on how to access the Zoom meeting.

2.3.2 To be considered, bidders must submit a complete response to this RFB. No other distribution of RFB is to be made by this bidder. The bid must be signed by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety (90) days from the opening date.

2.4 PREPARATION OF BIDS

2.4.1 The bid shall be legibly prepared and printed or typed.

2.4.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out, and the correction entered. All alterations and/or corrections must also be initialed and dated by the bidder.

2.4.3 The bid shall be legally signed and the complete address of the bidder provided thereon.

2.5 ACCEPTANCE OF RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's bid will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.6 INQUIRIES

2.6.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Bid (RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid. Any information given to a prospective bidder concerning the RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFB if such information would be of significance to uninformed bidders. Jackson County Department of Transportation shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.6.2 Questions that arise as a result of this RFB must be submitted *in writing* to the issuing office via e-mail by **January 26, 2026.** Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number.

Questions must be addressed to:

Attention: Jim Couling
Jackson County Project Manager-Contracts and Purchasing
E-Mail: jcouling@mijackson.org

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFB.

2.7 RESPONSIVE BID

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Jackson County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid determined by Jackson County to be in the best interests of Jackson County, even though not the lowest bid.

2.8 BID EVALUATION CRITERIA

It is the intent of Jackson County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Jackson County, based on the following criteria:

2.8.1 Pricing

2.8.2 References

2.8.3 Delivery

2.8.4 Qualifications of Firm

2.8.5 Compliance with Legal Requirements

2.9 RESPONSE TO RFB

Bidder's response must arrive to the Jackson County Department of Transportation on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Jackson County Department of Transportation of their bid notwithstanding delays.

2.10 AWARD OF CONTRACT

Upon award of contract, the successful contractor may be required to attend (a) start-up meeting(s) with JCDOT personnel to discuss the projected work schedule, equipment to be used, and intended hours of work.

2.11 SPECIAL CONDITIONS

2.11.1 Quantity Commitment

Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of Jackson County, unless otherwise stated.

2.11.2 Informed Bidders

2.11.2.1 Before submitting bids, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error.

2.11.2.2 Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor's responsibility to address to each county's satisfaction.

2.11.2.3 Submission of a bid will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

2.11.3 Right to Inspect

Jackson County shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. Jackson County shall not be held responsible for any damage to the contractor's equipment

2.11.4 Availability of Material

Jackson County assumes no responsibility for the availability of any materials, equipment, nor components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

2.11.5 Material Safety Data Sheets

Material Safety Data Sheets (MSDS) must be submitted by Contractor with any bid or quote for a product or service that requires the use of a product that is required to have a Material Safety Data Sheet.

2.12 LATE BIDS

Any bid received after the exact time specified for receipt may not be considered. All bids must be submitted in compliance with the instructions designated in Sec. 2.3. No other manner of submission will be accepted.

2.13 ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of Jackson County, result in the rejection of the bid. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted Jackson County, will assume vendor is in agreement.

2.14 WITHDRAWAL OF BID

Bids may be withdrawn prior to the exact time set for receipt of bids in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid documents.

2.15 FREEDOM OF INFORMATION ACT

This contract and all information submitted to Jackson County by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Jackson County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Bidder(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFB, the Bidder shall be deemed to have agreed to indemnify and hold harmless Jackson County for any liability arising from or in connection with Jackson County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Bidder's response to this RFB which have been marked "Trade Secret," "Confidential," or "Proprietary."

Section 3.0 – TERMS AND CONDITIONS

3.1 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

3.2 INSTRUCTIONS FOR EXECUTING CONTRACT

3.2.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual

3.2.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

3.2.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution shall be completed in full.

3.3 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Jackson County, together with their elected and appointed officials, employees, and volunteers, and others working on behalf of Jackson County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Jackson County, their elected and appointed officials, employees and volunteers, and others working on behalf of Jackson County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by Jackson County or their elected and appointed officials, employees, and volunteers, and others working on their behalf.

3.4 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid shall be construed, expressly or by implication as a waiver by any party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of any party to insist upon the strict performance of the contract.

3.5 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any

inspection incidental thereto by Jackson County shall not alter or affect the obligations of the Contractor or the rights of Jackson County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All warranties by Contractor shall extend to Jackson County.

3.6 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and provided copies to the Jackson County Department of Transportation. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Jackson County.

3.6.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

3.6.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence and **$2,000,000** Aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground (XCU); (F) Shall not exclude road design.

3.6.3 **Motor Vehicle Liability**: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than ***$1,000,000.00*** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

3.6.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement starting that the following shall be ***Additional Insureds:*** Jackson County together with their elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers.

3.6.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Jackson County Department of Transportation, 2400 North Elm, Jackson MI 49201

3.6.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Jackson County Purchasing at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have the counties and those individuals identified in paragraph 1.8.4 added as additional insureds to their insurance policy.

3.6.7 **Accident Liability-** The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify the county for damages arising out of and during the progress of the work performed under this contract and further will name each County as additional insured, pursuant to *Sec. 1.8.4.*

3.7 TAXES

Except as may be otherwise provided in the RFB, Jackson County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

3.8 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of Jackson County amending, or making any determinations with respect to the performing of such contract.

3.9 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid, the prospective contractor certifies that in connection with the bid:

3.9.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

3.9.2 The service cost quoted in the bid has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

3.9.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid.

3.9.4 Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

3.10 DISCLOSURE

3.10.1 All information in bids received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

3.10.2 If a person believes that any portion of a bid, bid offer, specification, protest or correspondence contains information that should be withheld, then the Jackson County Department of Transportation should be so advised in writing (price is not confidential and will not be withheld). The Jackson County Department of Transportation will review all requests for confidentiality and provide a written determination as required by the Michigan FOIA. If the confidential request is denied, such information may be disclosed as public information.

3.11 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, Jackson County as purchasing agent may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, Jackson County may require that the offeror submit a cost bid in sufficient detail for the Jackson County Department of Transportation to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award will be made by Jackson County to the offeror whose bid is most advantageous to the county.

3.12 CONTRACT

The contract shall be based upon this Request for Bid and the offer submitted by the Contractor in response to the Request for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid. Jackson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jackson County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Jackson County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

3.13 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the Jackson County Department of Transportation, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFB), all documents necessary to the successful execution of the contract.

3.13.1 The contract will be awarded to the lowest qualified bidder whose bid conforming to this solicitation will be most advantageous to the county, price and other factors considered.

3.13.2 Jackson County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid determined by it to be in the best interests of the counties, even though not the lowest bid.

3.13.3 Jackson County reserves the right to postpone the bid opening for its own convenience.

3.13.4 Jackson County reserves the right to reissue the request for bid.

3.13.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the county. The county reserves the right to obtain like goods or services from another source when necessary.

3.14 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid whether or not parts of the contract are subcontracted. Further, Jackson County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

3.15 INDEPENDENT CONTRACTOR

3.15.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

3.15.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days.

3.15.3 Jackson County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from any county payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

3.16 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Jackson County Department of Transportation.

3.17 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of Jackson County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. Jackson County shall not unreasonably withhold approval and shall notify the Contractor of its position within 15 days of receipt of written notice by the Contractor.

3.18 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of Jackson County and no delegation of any duty of Contractor shall be made without prior written permission of Jackson County. Jackson County shall not unreasonably withhold approval and shall notify the contractor of its position within 15 days of receipt of written notice by the Contractor.

3.19 LENGTH OF CONTRACT

The term of the contract shall be for ***ONE (1) year.*** Allowing Jackson County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

3.20 CANCELLATION OF CONTRACT

CANCELLATION OF CONTRACT by Jackson County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, either county may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or Jackson County may terminate this agreement with a 120-day written notification to the other party. In the event the county no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, each may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

3.21 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid Jackson County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

3.22 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

3.23 SOLICITATION CANCELLATION

An RFB, or other solicitation may be cancelled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County.

Compass Minerals America Inc. – References

Customer Name:	Montcalm CRC, Stanton, MI
Years Serviced:	Over 20 years served.
Contact Name:	Mark Christiansen
Contact Email:	mark@montcalmroads.com
Contact Phone:	989-831-5285
Description of Services:	Committed to supplying 4,700 tons of road salt during the 2025/2026 contract.

Customer Name:	Kent CRC, Grand Rapids, MI
Years Serviced:	Over 20 years served.
Contact Name:	Andrew Nordstrom
Contact Email:	anordstrom@kentcountyroads.net
Contact Phone:	616-242-6928
Description of Services:	Committed to supplying 29,900 tons of road salt during the 2025/2026 contract.

Customer Name:	City of Grand Rapids, Grand Rapids, MI
Years Serviced:	Over 10 years served.
Contact Name:	John Gorney
Contact Email:	jgorney@grand-rapids.mi.us
Contact Phone:	616-456-3231
Description of Services:	Committed to supplying 12,000 tons of road salt during the 2025/2026 contract.

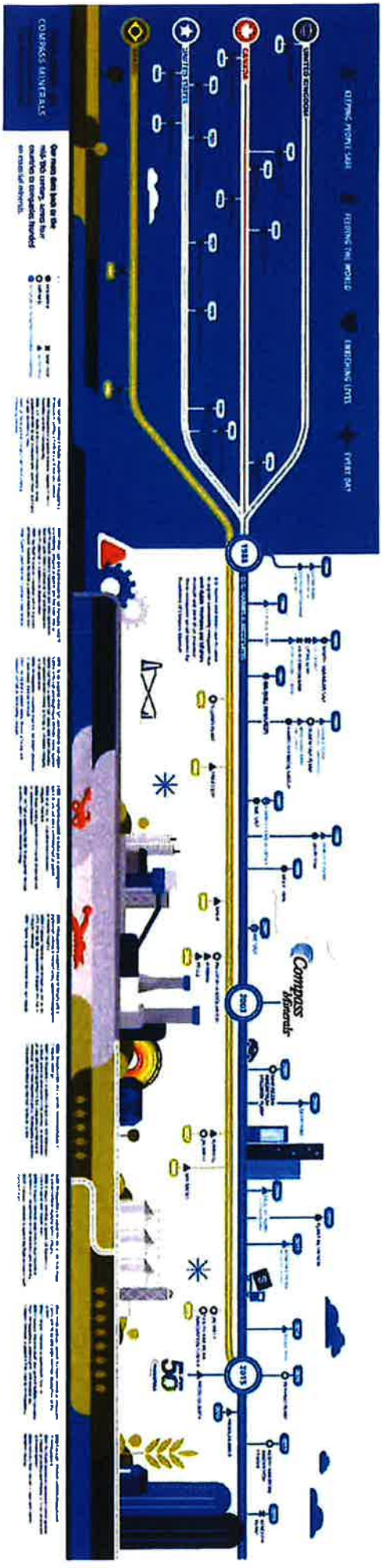
Qualifications of Compass Minerals America Inc. for Jackson County MI Bid FY27

Established: Compass Minerals America Inc., Incorporated January 1, 1988

Services Provided: Compass Minerals is a leading global provider of essential minerals focused on safely delivering where and when it matters to help solve natures challenges for customers and communities. The company's salt products help keep Michigan residents safe and commerce moving during winter weather. Our salt is also used in numerous other consumer, industrial, chemical, and agricultural applications. Compass Minerals operates 12 production and packaging facilities, including the world's largest underground salt mine, with nearly 2,000 employees across the U.S., Canada, and the U.K.

Brief History: With roots dating back to the early 19th century, Compass Minerals' history is one of hardworking miners, scientists, adventurers, and entrepreneurs who depended on the compass for underground navigation as they sought the minerals that would help them prosper. Today, the compass has an even greater meaning to our company – it's a beacon of our ongoing commitment to seek innovative and efficient ways to help keep people safe, feed the world and enrich lives, every day.

Qualifications: We are a leader for the production, sales, and distribution of highway deicing products in North America. Our superior distribution network and dedicated customer service team ensures our customers get the product they need reliably and economically, no matter where they are located. We also have the expertise to make planning, storage, and delivery easier and more efficient. Partnering with Compass Minerals will help ensure you have a successful snow removal program.



UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

COMPASS MINERALS AMERICA INC.

a(n) Delaware FOREIGN PROFIT CORPORATION,
was validly authorized on June 1 , 1990 to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic corporation formed under this act may lawfully conduct.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS ★ Corporations, Securities & Commercial Licensing Bureau ★

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of February , 2025.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 25020592304

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.



Jeffrey W. Bullock, Secretary of State

2149843 8100

AUTHENTICATION: 1573508

141004732

DATE: 07-28-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 07/28/2014
FILED 04:01 PM 07/28/2014
SRV 141004732 - 2149843 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of **North American Salt Company** resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: _____

Rodney L. Underdown
Chief Financial Officer and Secretary

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Jackson, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bid any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

COMPANY: Compass Minerals America Inc.

BY: Jason Fry for
(Signature)

NAME: Sean Lierz
(Type or print)

TITLE: Senior Manager Highway Sales

DATE: 1/30/26

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

****

I, _____, certify that I am the _____ of (Official Corporate Title) the corporation named contractor herein: that _____ who signed the foregoing bid on behalf of said corporation was then_____of said corporation; that said bid was duly signed for on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SIGNED: See Attached Signatories Pages

TITLE Written consent of Board of Directors

FIRM: Compass Minerals America Inc.

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

****

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

NOTARY PUBLIC - State of Kansas
Alan Emmons
My Appt. Expires 4/9/2029

UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.

July 9, 2025

The undersigned, being all of the members of the board of directors (the "Board") of Compass Minerals America Inc., a Delaware corporation (the "Corporation") hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Edward C. Dowling, Jr.	President and CEO
Peter Fjellman	Chief Financial Officer
Benjamin S. Nichols	Chief Commercial Officer
Patrick Merrin	Chief Operations Officer
Ashley Ward	Chief Accounting Officer
James D. Hughes	General Counsel and Corporate Secretary
Gary R. Gose	Vice President, Tax and Assistant Secretary
Brent A. Collins	Vice President, Treasurer
Jared M. Campbell	Assistant Secretary
Jon Schnieders	Vice President, Salt
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	Director of Sales – Chemical & MgCl2
Sean Lierz	Highway Sales Senior Manager
Jason Fritz	Highway Sales Manager
Austin Hilbrands	Highway Sales Manager
Tess Virden	Sales Manager
Scott Douglass	Senior Director, Supply Chain

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Peter Fjellman

Jared M. Campbell

ATTACHMENT C

LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by checking the appropriate section and filling in the information. The two non-applicable sections should be left blank.

Check the applicable section ✓	DESCRIPTION
☐	An INDIVIDUAL whose signature is affixed to this contract doing business under the name of: N/A REGISTRATION NUMBER: N/A
☐	A PARTNERSHIP doing business under the firm name of: N/A All of the members of which are as follows: N/A Address: N/A REGISTRATION NUMBER: N/A
☒	A CORPORATION duly organized and doing business under the laws of the State of Delaware Compass Minerals America Inc. REGISTRATION NUMBER: 48-1047632

ATTACHMENT D – PRICE SHEET

RFB #188 - SODIUM CHLORIDE (ROAD SALT)

DELIVERY LOCATION	**EST. TONS/YEAR*	*PRICE/TON*
Clark Lake Garage 7245 Clark Lake Road Clark Lake, MI. 49234	*4,000 +/-	$ 113.26
Jackson Garage 2400 N. Elm Road Jackson, MI. 49201	*3,000 +/-	$ 113.26
Henrietta Garage 11750 Bunkerhill Rd. Pleasant Lake, MI 49272	*4,000 +/-	$ 113.26
Parma Garage 2491 N. Parma Road Parma, MI. 49269	*5,500 +/-	$ 113.26
City of Jackson 161 W. Michigan Ave. Jackson, MI. 49201	*4,000 +/-	$ 113.26
Stockpile Locations:	Motor City Materials 126 W. Pleasant St. River rouge, MI 48218	
Requested Terms of Payment:	Net 30	
Alternate Bid: Salt to be picked up by the Road Department at stockpile location and loaded by supplier.	Loaded by bidder per ton: $ 99.00	

(Price to remain firm throughout term of agreement)

Quantities shown within this contract shall not be construed to represent any amount which the County shall be obligated to purchase under this contract, or relieve the contractor of his obligation to fill all orders placed by the County.

ATTACHMENT D – PRICE SHEET
(Continued)

COMPANY INFORMATION & SIGNATURE	
The bid must be signed by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety (90) days from the opening date.	
Company or Bidder's Name	Compass Minerals America Inc.
Address	9900 W. 109th Street, Suite 100
City	Overland Park
State	KS
Zip Code	66210
Telephone Number	800-323-1641
Fax Number	913-338-7945
Contact Person	Sean Lierz
Title	Senior Manager Highway Sales
Email Address	highwaygroup@compassminerals.com
Authorized Signature	Jason Fry for - Sean Lierz
Date	1/30/26
Exceptions/Notes: N/A	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

COMPASS MINERALS AMERICA INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9900 W 109TH ST, SUITE 100

Requester's name and address (optional)

6 City, state, and ZIP code

OVERLAND PARK, KS 66210

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	8	–	1	0	4	7	6	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Kimberly Welle **Date** 1/16/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CREDIT INFORMATION

FIRM NAME:	**Compass Minerals America Inc.**	**PHONE**:	(913) 344-9100
PRINCIPAL ADDRESS:	9900 W. 109th St., Suite 100 Overland Park, Kansas 66210	**FEDERAL ID CODE**:	48-1047632
		DATE INCORPORATED:	01/21/88
MAILING ADDRESS:	Same	**DATE STARTED**:	1917
OTHER LOCATIONS:	Chicago, IL; Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY	**TYPE OF BUSINESS**:	Manufacturing

OFFICERS:

Edward Dowling	President and CEO
Peter Fjellman	Chief Financial Officer
Ashley Ward	Chief Accounting Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate
Ben Nichols	Chief Sales Officer
Patrick Merrin	Chief Operations Officer
Brent Collins	Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:
JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.:	581776991
Contact:	Credit Reference Group
Tel:	(817) 399-7201
Fax:	(817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:
Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

Compass Minerals

Deicing Salt ASTM D632

Product Data Sheet

Production Location

- Cote Blanche, Louisiana - USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size
- No more than 30% of product passes 30-mesh screen

Physical Properties

- Bulk Density: 72 lb/ft^3
- Average Particle Size: 0.146" (3.7mm)

Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 70 ppm

Method of Analysis

- American Society for Testing and Materials Procedures D632 and E534
- All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Chemical Analysis

Constituent	Formula		ASTM Spec
Sodium Chloride	NaCl	(%)	95% min

Particle Size

U.S.S. Mesh	Tyler Mesh	Open (Inches)	ASTM Spec % Passing
1/2	1/2	0.5	100
0.375	0.375	0.375	95 - 100
4	4	0.187	20 - 90
8	8	0.0937	10 - 60
30	28	0.0234	0 - 15

Packaging

Description	Old Product Code	New Product Code
Bulk	7608	613624
Bulk, Untreated		2932815

Compass Minerals
9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Ph: 800-755-7258 Fax: 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s). Chemical Analysis and Screen data are based on the previous year's historical data.

May 2022

HIGHWAY DEICING ROCK SALT

Product Name: Highway Deicing Rock Salt
Alternate Name: Sodium Chloride
Source: Goderich, Ontario, Canada
Packaging: Bulk

Chemical Analysis			
Constituent	**Formula**	**Unit**	**Guarantee**
Sodium Chloride	NaCl	%	95 MIN
Moisture		%	1.5 MAX
Water Insolubles		%	3.0 MAX

Particle Size Distribution, Range % Passing			
Tyler Mesh	**US Mesh**	**Opening (inch)**	**Range % Passing**
0.5	0.5	0.5	100
0.37	3/8	0.375	95 – 100
4	4	0.187	20 – 90
8	8	0.937	10 – 60
28	30	0.0234	15 MAX

Physical Properties	
Measurement	**Typical**
Bulk Density	1249 - 1298 kg/m^3 (78 – 81 lb/ft^3)
Average Particle Size	3.7 mm (0.146")

Admixture

- Sodium Ferrocyanide (YPS) added as an anti-caking agent at a target of 60 ppm

Product meets specifications required by ASTM D632

Compass Minerals | **877-462-7258**
9900 West 109th Street, Suite 100, Overland Park 66210

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This information is based on the present state of knowledge. Typical measures are based on historical data and should not be construed as a guarantee of the product since individual samples may fall outside the specified range.

SAFETY DATA SHEET

1. Identification

Product identifier	**Sodium Chloride**
Other means of identification	
Synonyms	Sifto Water Care Products, Sifto Safe Step Extreme, Safe Step 3500 Max-Blend, American Backwoods Animal Nutrition Products, American Stockman Animal Nutrition Products, Aspen, Aspen Blue, Sifto Canadian Stockman Animal Nutrition products, Commercial bulk rock salt, IceAway Turbo Plus, Safe Step Pro Series Econo Blend Blue 370, IceAway Rock Salt, **IceAway** Turbo, IceAway Turbo Blue, MaxiFonte, Natural Salt water care, Sun Soft Water Care **Products,** ProS**oft water care products, QwikSalt, Safe Step 3300 Rock Salt, Safe Step 4300 Dual Bl**end, Safe **Step 4300 Dual Blend Blue, Safe Step 6300 Enviro- Blend, Safe Step Pro Series 550,** Safe Step **Pro Series 570, Industrial Purity Industrial Products, Safe Step Pro Series 960 Choice** Formu**la, Safe Step Sure Paws**, Salt brine, Sifto Salt, Sifto Safe Step Enviro-**Guard, Sifto** Safe Step Ice S**alt, Sifto Safe Step Sure** Paws, SureSoft water care products, Thawrox **Treated salt,** Winter Storm, **Winter Storm Blue, DriRox**
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Compass Minerals America Inc.
Address	9900 West 109th Street, Suite 100 Overland Park KS 66210 United States
Telephone	913-344-9200
Website	http://www. compassminerals.com/
E-mail	techservicesrequests@compassminerals.com
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone: 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666

2. Hazard identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
WHMIS 2015 defined hazards	Not classified
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)	None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)	None known
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on ingredients

Mixture

Ingredients not identified are non-hazardous by GHS criteria.

Composition comments	Non-hazardous by WHMIS/OSHA criteria

4. First-aid measures

Inhalation	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire-fighting measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and thus is not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	May include and are not limited to: Oxides of sodium.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Rinse area with water. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. When using, do not eat, drink or smoke.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/Personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL. TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	Rubber gloves. Confirm with a reputable supplier first.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

9. Physical and chemical properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and reactivity

Reactivity	May react with incompatible materials.
Possibility of hazardous reactions	Hazardous polymerization does not occur.

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Oxides of sodium.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause stomach distress, nausea or vomiting.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.
Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Teratogenicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Not classified.

12. Ecological information

Ecotoxicity	Not available.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.

Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

Transport of Dangerous Goods (TDG) Proof of Classification	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.

U.S. Department of Transportation (DOT)

Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG - Canada)

Not regulated as dangerous goods.

15. Regulatory information

Canadian federal regulations This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.

Export Control List (CEPA 1999, Schedule 3)

Not listed.

Greenhouse Gases

Not listed.

Precursor Control Regulations

Not regulated.

WHMIS 2015 Exemptions Not controlled

US federal regulations This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

US state regulations See below

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

Inventory status

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0





Disclaimer

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 16-August-2021

Version # 03

Effective date 16-August-2021

Prepared by Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Further information Not available.

Other information For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.

24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

01/28/2026

Jackson County
2400 N. Elm Road
Jckson Michigan 49201

RE: Sodium Chloride (Road Salt)

Cargill, Incorporated - Salt, Road Safety ("Cargill") regrets that we will be unable to submit a bid for your deicing requirements for the winter season 2026/2027.

Please retain our name on your bidders list for possible future consideration.

Sincerely,

Katelyn Bires

Katelyn Bires
Customer Care Representative II
(800) 600-7258
Salt_CustomerCareRoadSafety@cargill.com

2026 Sodium Chloride (Road Salt) RFB #188 Questions Addendum

1-I saw that the bid says 1 year base bid contract however I did not see any start or end dates for the contract year. Can you provide those for us? The one year contract will be from March 22, 2026 through March 21, 2027. We will not purchase salt under this contract until the fall (October or November) of 2026.

2- Is Jackson County aware of this supply shortage affecting the regional salt market? Jackson County is aware of the current supply shortage.

3- Do you have any recommended suppliers who are still accepting bids for this volume (21,000 tons)? At this time, JCDOT will wait and see which vendors submit bids for the 2026-2027 winter season.

4- Are other bidders reporting similar sourcing challenges? This is the first question JCDOT has received regarding this issue.

2400 N. Elm Road, Jackson, Michigan 49201 • Phone: (517) 788-4230 • Fax: (517) 788-4237

REQUEST FOR BIDS

FOR

SODIUM CHLORIDE (ROAD SALT)

IN

JACKSON COUNTY, MICHIGAN

BID OPENING:

FEBRUARY 2, 2026 at 10:15 AM EST

Submit bids by email to jcouling@mijackson.org.
DO NOT submit bids through BidNet.

REQUEST FOR BIDS
JACKSON COUNTY DEPARTMENT OF TRANSPORTATION
JACKSON, MICHIGAN
(517) 788-4230

BID SUMMARY

RFB Number: RFB #188

Commodity/Service Being Requested: Sodium Chloride (Road Salt)

Type of Solicitation: Request for Bids (RFB) - It is the intention of Jackson County to competitively award to a qualified company that has demonstrated their ability for comparable work.

Resulting Contract Term: One (1) year base contract.

Calendar of Events – Timetable	
Bid Release:	**January 19 2026**
Due Date for Receipt of Questions:	**January 26 2026**
Questions and Answers Posted:	**January 27 2026**
Quotes Due by (10:00 a.m./ EST) *:	**February 2 2026**

***Any response received later than the specified deadline may be disqualified.**

This Request for Bids is being made by the Jackson County Department of Transportation. All references contained herein to "county" shall be construed to mean Jackson County. This Request, together with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract with Jackson County, subject to the limitations set forth herein and any specific quantities that Jackson County may commit to herein and the successful and most responsible bidder, as determined by Jackson County.

RFB Access:

Jackson County officially posts bid documents online at https://www.mijackson.org/Bids.aspx and BidNet via Michigan Inter-governmental Trade Network (MITN) https://www.bidnetdirect.com/mitn sites. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

Communications and Contacts with Jackson County Personnel:

All contact with Jackson County regarding this RFB or any matter relating thereto must be sent in writing via e-mail to: Jim Couling (jcouling@mijackson.org). This is to ensure fair consideration for all interested vendors. The County prohibits communications to or with any other employee during the submission and evaluation period.

Section 1.0 – SPECIFICATIONS AND SCOPE OF WORK

1.1 INTRODUCTION TO SPECIFICATIONS

Jackson County is seeking bids for sodium chloride (Road Salt) for use by the Jackson County Department of Transportation for ice control on County roads for the winter season of 2026 & 2027. Bids are requested for delivery of salt to JCDOT locations for on-site storage. The length of the proposed contract will be for a one-year term, commencing upon award. Bid prices shall remain firm during the term of this agreement.

Winter Season	Usage By Jackson County DOT
2019-2020	16,200 tons
2020-2021	13,100 tons
2021-2022	12,554 tons
2022-2023	9133 tons
2023-2024	8692 tons
2024-2025	21,000 tons

The above quantities do not include the City of Jackson's usage.

The most responsive bid shall include the following specifications and requirements:

1.2 SPECIFICATIONS:

The requested product bid shall conform to the latest Michigan Department of Transportation (MDOT) specifications for bulk ice control salt (sodium chloride).

1.3 Delivery: Awarded vendor must be able to provide delivery to these locations.

1.3.1 Clark Lake Garage
7245 Clark Lake Road
Clark Lake, MI 49234

1.3.2 Jackson Garage
2400 N. Elm Road
Jackson, MI 49201

1.3.3 Henrietta Garage
11750 Bunkerhill Rd.
Pleasant Lake, MI 49272

1.3.4 Parma Garage
2491 N. Parma Road
Parma MI, 49269

1.3.5 City of Jackson
161 W. Michigan Ave
Jackson, MI 49201

1.4 CONTRACT QUANTITIES:

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT JACKSON COUNTY SHALL GUARANTEE A CERTAIN AMOUNT OF PRODUCT PURCHASED.

Section 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFB Addenda and Exhibits have been read.

2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFB #188 – Sodium Chloride (Road Salt).

3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.

4. The undersigned acknowledges receipt and acceptance of all addenda.

5. If selected for award, the following certifications will be required before work commences:
    - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
    - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
    - Assurance Regarding Access to Records and Financial Statements
    - Iran Economic Sanctions Act

6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFB and associated Bid Documents.

7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the County shall hold the County of Jackson, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Jackson, which meets the minimum insurance requirements, as stated in the terms and conditions.

2.2 CONTENTS OF BID

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bid. **Vendor bids should include the following:**

2.2.1 References

Provide at least three (3) references for companies or relatively local road departments for which you have provided of the types requested in the RFB. Include the type of product or services supplied, as well as a contact name and corresponding phone number or email address.

2.2.2 Qualifications of Firm - Briefly describe firm

2.2.3 Attachment A *(Non-Collusion Affidavit)*

2.2.4 Attachment B (*Certificate of Authorization for Contract Execution*)

2.2.5 Attachment C (Legal status of bidder)

2.2.6 Attachment D (Pricing sheet)

2.3 SUBMISSION OF BIDS

2.3.1 Submit an electronic version of your Bid to Jackson County via email to **jcouling@mijackson.org** not later than 10:00 a.m. on **February 2, 2026. DO NOT** submit bids through Bidnet. Jackson County has no obligation to consider any bid that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Jackson County not when the e-mail was sent. Bids will not be accepted via U.S. mail or any other delivery method.

The material should be in sequence and related to the RFB. Jackson County will not provide any reimbursement for the cost of developing or presenting bids in response to this RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFB #188" with Company Name, and "message 1 of 3" as appropriate if the bid consists of multiple emails. Note: All e-mails from a bidder must be received by Jackson County by the stated time and date in order for the bids to be deemed submitted on time.

Bids will be publicly opened via Zoom virtual meeting on **February 2, 2026 at 10:15 A.M.** If you would like to attend this meeting, please RSVP by providing your name and email address to Jim Couling (jcouling@mijackson.org). An invitation will be sent to you with details on how to access the Zoom meeting.

2.3.2 To be considered, bidders must submit a complete response to this RFB. No other distribution of RFB is to be made by this bidder. The bid must be signed by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety (90) days from the opening date.

2.4 PREPARATION OF BIDS

2.4.1 The bid shall be legibly prepared and printed or typed.

2.4.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out, and the correction entered. All alterations and/or corrections must also be initialed and dated by the bidder.

2.4.3 The bid shall be legally signed and the complete address of the bidder provided thereon.

2.5 ACCEPTANCE OF RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's bid will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.6 INQUIRIES

2.6.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Bid (RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid. Any information given to a prospective bidder concerning the RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFB if such information would be of significance to uninformed bidders. Jackson County Department of Transportation shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.6.2 Questions that arise as a result of this RFB must be submitted *in writing* to the issuing office via e-mail by **January 26, 2026.** Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number.

Questions must be addressed to:

Attention: Jim Couling
Jackson County Project Manager-Contracts and Purchasing
E-Mail: jcouling@mijackson.org

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFB.

2.7 RESPONSIVE BID

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Jackson County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid determined by Jackson County to be in the best interests of Jackson County, even though not the lowest bid.

2.8 BID EVALUATION CRITERIA

It is the intent of Jackson County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Jackson County, based on the following criteria:

2.8.1 Pricing

2.8.2 References

2.8.3 Delivery

2.8.4 Qualifications of Firm

2.8.5 Compliance with Legal Requirements

2.9 RESPONSE TO RFB

Bidder's response must arrive to the Jackson County Department of Transportation on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Jackson County Department of Transportation of their bid notwithstanding delays.

2.10 AWARD OF CONTRACT

Upon award of contract, the successful contractor may be required to attend (a) start-up meeting(s) with JCDOT personnel to discuss the projected work schedule, equipment to be used, and intended hours of work.

2.11 SPECIAL CONDITIONS

2.11.1 Quantity Commitment

Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of Jackson County, unless otherwise stated.

2.11.2 Informed Bidders

2.11.2.1 Before submitting bids, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error.

2.11.2.2 Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor’s responsibility to address to each county’s satisfaction.

2.11.2.3 Submission of a bid will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

2.11.3 Right to Inspect

Jackson County shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. Jackson County shall not be held responsible for any damage to the contractor's equipment

2.11.4 Availability of Material

Jackson County assumes no responsibility for the availability of any materials, equipment, nor components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

2.11.5 Material Safety Data Sheets

Material Safety Data Sheets (MSDS) must be submitted by Contractor with any bid or quote for a product or service that requires the use of a product that is required to have a Material Safety Data Sheet.

2.12 LATE BIDS

Any bid received after the exact time specified for receipt may not be considered. All bids must be submitted in compliance with the instructions designated in Sec. 2.3. No other manner of submission will be accepted.

2.13 ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of Jackson County, result in the rejection of the bid. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted Jackson County, will assume vendor is in agreement.

2.14 WITHDRAWAL OF BID

Bids may be withdrawn prior to the exact time set for receipt of bids in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid documents.

2.15 FREEDOM OF INFORMATION ACT

This contract and all information submitted to Jackson County by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Jackson County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Bidder(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFB, the Bidder shall be deemed to have agreed to indemnify and hold harmless Jackson County for any liability arising from or in connection with Jackson County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Bidder's response to this RFB which have been marked "Trade Secret," "Confidential," or "Proprietary."

Section 3.0 – TERMS AND CONDITIONS

3.1 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

3.2 INSTRUCTIONS FOR EXECUTING CONTRACT

3.2.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual

3.2.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

3.2.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution shall be completed in full.

3.3 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Jackson County, together with their elected and appointed officials, employees, and volunteers, and others working on behalf of Jackson County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Jackson County, their elected and appointed officials, employees and volunteers, and others working on behalf of Jackson County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by Jackson County or their elected and appointed officials, employees, and volunteers, and others working on their behalf.

3.4 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid shall be construed, expressly or by implication as a waiver by any party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of any party to insist upon the strict performance of the contract.

3.5 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any

inspection incidental thereto by Jackson County shall not alter or affect the obligations of the Contractor or the rights of Jackson County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All warranties by Contractor shall extend to Jackson County.

3.6 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and provided copies to the Jackson County Department of Transportation. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Jackson County.

3.6.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

3.6.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence and **$2,000,000** Aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground (XCU); (F) Shall not exclude road design.

3.6.3 **Motor Vehicle Liability**: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than ***$1,000,000.00*** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

3.6.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement starting that the following shall be ***Additional Insureds:*** Jackson County together with their elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers.

3.6.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Jackson County Department of Transportation, 2400 North Elm, Jackson MI 49201

3.6.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Jackson County Purchasing at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have the counties and those individuals identified in paragraph 1.8.4 added as additional insureds to their insurance policy.

3.6.7 **Accident Liability-** The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify the county for damages arising out of and during the progress of the work performed under this contract and further will name each County as additional insured, pursuant to *Sec. 1.8.4*.

3.7 TAXES

Except as may be otherwise provided in the RFB, Jackson County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

3.8 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of Jackson County amending, or making any determinations with respect to the performing of such contract.

3.9 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid, the prospective contractor certifies that in connection with the bid:

3.9.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

3.9.2 The service cost quoted in the bid has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

3.9.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid.

3.9.4 Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

3.10 DISCLOSURE

3.10.1 All information in bids received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

3.10.2 If a person believes that any portion of a bid, bid offer, specification, protest or correspondence contains information that should be withheld, then the Jackson County Department of Transportation should be so advised in writing (price is not confidential and will not be withheld). The Jackson County Department of Transportation will review all requests for confidentiality and provide a written determination as required by the Michigan FOIA. If the confidential request is denied, such information may be disclosed as public information.

3.11 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, Jackson County as purchasing agent may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, Jackson County may require that the offeror submit a cost bid in sufficient detail for the Jackson County Department of Transportation to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award will be made by Jackson County to the offeror whose bid is most advantageous to the county.

3.12 CONTRACT

The contract shall be based upon this Request for Bid and the offer submitted by the Contractor in response to the Request for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid. Jackson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jackson County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Jackson County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

3.13 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the Jackson County Department of Transportation, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFB), all documents necessary to the successful execution of the contract.

3.13.1 The contract will be awarded to the lowest qualified bidder whose bid conforming to this solicitation will be most advantageous to the county, price and other factors considered.

3.13.2 Jackson County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid determined by it to be in the best interests of the counties, even though not the lowest bid.

3.13.3 Jackson County reserves the right to postpone the bid opening for its own convenience.

3.13.4 Jackson County reserves the right to reissue the request for bid.

3.13.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the county. The county reserves the right to obtain like goods or services from another source when necessary.

3.14 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid whether or not parts of the contract are subcontracted. Further, Jackson County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

3.15 INDEPENDENT CONTRACTOR

3.15.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

3.15.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days.

3.15.3 Jackson County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from any county payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

3.16 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Jackson County Department of Transportation.

3.17 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of Jackson County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. Jackson County shall not unreasonably withhold approval and shall notify the Contractor of its position within 15 days of receipt of written notice by the Contractor.

3.18 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of Jackson County and no delegation of any duty of Contractor shall be made without prior written permission of Jackson County. Jackson County shall not unreasonably withhold approval and shall notify the contractor of its position within 15 days of receipt of written notice by the Contractor.

3.19 LENGTH OF CONTRACT

The term of the contract shall be for ***ONE (1) year.*** Allowing Jackson County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

3.20 CANCELLATION OF CONTRACT

CANCELLATION OF CONTRACT by Jackson County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, either county may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or Jackson County may terminate this agreement with a 120-day written notification to the other party. In the event the county no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, each may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

3.21 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid Jackson County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

3.22 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

3.23 SOLICITATION CANCELLATION

An RFB, or other solicitation may be cancelled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Jackson, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bid any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

COMPANY: _____

BY: _____
(Signature)

NAME: _____
(Type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

****

I, _____, certify that I am the _____ of (Official Corporate Title) the corporation named contractor herein: that _____ who signed the foregoing bid on behalf of said corporation was then_____of said corporation; that said bid was duly signed for on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

****

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C

LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by checking the appropriate section and filling in the information. The two non-applicable sections should be left blank.

Check the applicable section ✓	DESCRIPTION
☐	An INDIVIDUAL whose signature is affixed to this contract doing business under the name of: _____ REGISTRATION NUMBER: _____
☐	A PARTNERSHIP doing business under the firm name of: _____ All of the members of which are as follows: _____ _____ _____ _____ Address: _____ _____ REGISTRATION NUMBER: _____
☐	A CORPORATION duly organized and doing business under the laws of the State of _____ REGISTRATION NUMBER: _____

ATTACHMENT D – PRICE SHEET

RFB #188 - SODIUM CHLORIDE (ROAD SALT)

DELIVERY LOCATION	****EST. TONS/YEAR***	***PRICE/TON***
Clark Lake Garage 7245 Clark Lake Road Clark Lake, MI. 49234	*4,000 +/-	$
Jackson Garage 2400 N. Elm Road Jackson, MI. 49201	*3,000 +/-	$
Henrietta Garage 11750 Bunkerhill Rd. Pleasant Lake, MI 49272	*4,000 +/-	$
Parma Garage 2491 N. Parma Road Parma, MI. 49269	*5,500 +/-	$
City of Jackson 161 W. Michigan Ave. Jackson, MI. 49201	*4,000 +/-	$
Stockpile Locations:		
Requested Terms of Payment:		
Alternate Bid: Salt to be picked up by the Road Department at stockpile location and loaded by supplier.	Loaded by bidder per ton: $_____	

(Price to remain firm throughout term of agreement)

Quantities shown within this contract shall not be construed to represent any amount which the County shall be obligated to purchase under this contract, or relieve the contractor of his obligation to fill all orders placed by the County.

ATTACHMENT D – PRICE SHEET
(Continued)

COMPANY INFORMATION & SIGNATURE	
The bid must be signed by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety (90) days from the opening date.	
Company or Bidder's Name	
Address	
City	
State	
Zip Code	
Telephone Number	
Fax Number	
Contact Person	
Title	
Email Address	
Authorized Signature	
Date	
Exceptions/Notes:	

JACKSON
Founded 1829

Engineering

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4160 • Fax: (877) 509-5389

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: **Region 2 Planning Commission Invoice – Local Share Cost of JACTS Unified Work Program FY 2026**

Recommendation:

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

Attached is a report from Troy White, City Engineer, regarding approval of payment to JACTS for the City's local share cost of the JACTS Unified Work Program for FY 2026, and authorization to sign the resolution.

I recommend approval of the payment and resolution. 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: July 21, 2026

RECOMMENDATION: Approve a Local Funding Resolution and payment in the amount of $28,856.00 to Region 2 Planning Commission for the City of Jackson's share of the cost of the Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2026 and authorize the City Engineer to sign the Local Funding Resolution.

ISSUE STATEMENT

Region 2 Planning Commission is the State of Michigan designated Metropolitan Planning Organization (MPO) for the Jackson urbanized area. The MPO oversees the Unified Work Program and receives planning funds from the Federal Highway Administration. These planning funds are required to have a local match of 18.15%. This local match is split between the City and Jackson County.

DESCRIPTION OF CONSEQUENCES

Adoption of the resolution and approval of the cost sharing payment adheres to the Federal Highway Commission's policy requiring these costs to be shown as being funded by local agencies.

OWNERSHIP

Federal grant funds for improvements to the region transportation network are distributed to the City of Jackson, Jackson County and the Jackson Area Transportation Authority through a federally mandated Transportation Improvement Plan (TIP). The TIP is organized and administered by Region 2 Planning Commission. The City participates in this program as resulting grants fund major street construction projects annually. Therefore, it is appropriate and to the City's advantage to pay the attached invoice to fund the TIP work by Region 2 Planning Commission. These costs are budgeted for annually in the Street and Bridge Construction line of the Major Street Fund.

SOLUTION

Region 2 Planning Commission prepares this resolution and invoice each year for the local agencies' matching requirement for the appropriate fiscal year's JACTS Unified Work Program. Engineering presents these to the City Council annually for adoption of the resolution and approval of payment.

FACILITATE IMPLEMENTATION

Approve a Local Funding Resolution and payment in the amount of $28,856.00 to Region 2 Planning Commission for the City of Jackson's share of the cost of the Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2026 and authorize the City Engineer to sign the Local Funding Resolution.

REGION 2 PLANNING COMMISSION / JACKSON AREA COMPREHENSIVE TRANSPORTATION STUDY FY 2026 UNIFIED WORK PROGRAM
LOCAL FUNDING RESOLUTION

WHEREAS, the urban transportation planning regulations implementing sections of the Fixing America's Surface Transportation (FAST) Act legislation requires that each urbanized area, as a condition of receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive urban transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized areas; and

WHEREAS, the Region 2 Planning Commission (R2PC), as the state designated Metropolitan Planning Organization (MPO) for the Jackson urbanized area, conducts the continuing, cooperative, and comprehensive planning process through the Jackson Area Comprehensive Transportation Study (JACTS), a forum for cooperative transportation decision-making developed under federal guidelines for the purposes of urban transportation planning conduct; and

WHEREAS, JACTS annually develops an urban transportation Unified Work Program (UWP) which identifies activities and costs necessary for the conduct of the urban transportation planning process; and

WHEREAS, transportation planning funds provided by the U.S. Department of Transportation to the Michigan Department of Transportation and are passed through to the R2PC to carry out the activities defined in the UWP; and

WHEREAS, these funds, available under the FAST Act as Federal Highway Administration (FHWA) PL require a local matching contribution of 18.15 percent; and

WHEREAS, the Region 2 Planning Commission has recommended that the local match contribution required to assure the timely conduct of JACTS activities be divided and contributed equally by the City of Jackson Engineering Department and the Jackson County Department of Transportation; and

WHEREAS, it has been determined that the total local share costs for the JACTS Unified Work Program for FY 2026 (October 1, 2025 – September 30, 2026) is $57,712;

NOW, THEREFORE BE IT RESOLVED,

That the City of Jackson Engineering Department agrees to participate in 50 percent of the funding of the local share costs by providing $28,856 to the Region 2 Planning Commission.

BE IT FURTHER RESOLVED,

That the Region 2 Planning Commission agrees to reimburse the City of Jackson Engineering Department for planning activities necessary for the completion of, and identified within, the JACTS FY 2026 Unified Work Program.

_____
Andy Penrose, Chair
Region 2 Planning Commission

_____
Date

_____
Jacob Hurt, Executive Director
Region 2 Planning Commission

_____
Date

_____
Troy R. White, P.E., City Engineer
City of Jackson Engineering Department

_____
Date

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

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

Recommendation:

> Approve the sale of City-owned property located at 916 S. Gorham Street, Jackson, MI 49203 (Parcel # 6-131100000) to AgriCon, LLC for the sum of $300, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of City-owned property located at 916 S. Gorham Street, Jackson, MI 49203 (Parcel # 6-131100000) to AgriCon, LLC for the sum of $300, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: July 21, 2026

RECOMMENDATION:

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

ISSUE STATEMENT

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

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

SOLUTION

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

FACILITATE IMPLEMENTATION

City Council should approve the sale of City-owned property located at 916 S. Gorham Street, Jackson, MI 49203 (Parcel # 6-131100000) to AgriCon, LLC for the sum of $300, approve the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. 916 S Gorham QC Deed (Bassett)
2. Tony Bassett DO (916 S. Gorham)

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 30, BLOCK 3, CARR'S EAST ADDITION

Commonly known as: 916 S. GORHAM STREET, JACKSON, MICHIGAN 49203

Tax Parcel No. 6-131100000

for the sum of ONE and 00/100 Dollars ($1.00), 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:	Send Subsequent Tax Bills to Grantee at:	This instrument prepared without opinion by:
AgriCon LLC 2332 Cortland Blvd. Jackson, Michigan 49203	2332 Cortland Blvd. Jackson, Michigan 49203	Matthew M. Hagerty (P66015) City Attorney 161 W. Michigan Jackson, MI 49201

PROPERTY TRANSFER AND
DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

LOT 30, BLOCK 3, CARR'S EAST ADDITION

Commonly known as: 916 S. GORHAM STREET, JACKSON, MICHIGAN 49203

Tax Parcel No. 6-131100000

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

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, ONE DOLLAR and 00/100 ($1.00) for the Property in consideration for the City transferring ownership of the Property to Developer; and

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

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

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

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.

2. TRANSFER OF PROPERTY. City agrees to sell and Developer agrees to purchase the Property subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Property may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Property to Developer by quit claim deed.

3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.

4. POSSESSION. Developer shall be entitled to possession of the Property upon the close of the sale.

5. CONDITION OF THE PROPERTY. Developer acknowledges and agrees that the Property are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Property. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.

6. DEVELOPMENT CRITERIA.

   A. CODE COMPLIANCE. If and when Developer obtains title, it will construct a single-family home in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.

   B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.

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

   D. SPECIFIC DEVELOPMENT CRITERIA.

i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. "Completion of the Development" means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.

ii. Developer must comply with the following if and when Developer obtains title to the Property:

   a). Commencement of Development must occur within six (6) months from the date of execution of this Agreement;

   b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;

   c). Completion of Development for the Property must occur within twelve (12) months from the date of execution of this Agreement;

iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Property prior to transfer of deed.

iv. Should another interested party desire to purchase and develop the agreed-upon lots contained and referenced in this agreement (per a written request submitted to the City and/or Developer), beginning six (6) months after the execution of this agreement, Developer shall have thirty (30 days) to exercise its right-of-first-refusal and either:

   a). Commence construction on the lot(s) in question, or;

   b). Transfer ownership of said lot(s) to the City of Jackson through a quit claim deed

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

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

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

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

(a). Developer fails to pay property taxes or assessments when due and remains past due for ninety (90) days or more;

(b). A default occurs as described in Paragraph 7;

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

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

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

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

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

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

If to the City, to:	City of Jackson 161 West Michigan Avenue Jackson, Michigan 49201 Attn: City Manager
With a copy to:	City Attorney's Office 161 West Michigan Avenue Jackson, Michigan 49201 Attn: City Attorney
If to Developer, to:	AgriCon LLC 2332 Cortland Blvd. Jackson, Michigan 49203 Attn: Anthony Bassett

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

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

17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

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

THE CITY OF JACKSON

By _____
Jonathan Greene
City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

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

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

DEVELOPER

AgriCon LLC,
a Michigan Limited Liability Company

_____
By: Anthony Bassett
Its: Owner

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

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

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

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: **Approve the modification of the Street Assessment Relief Fund and associated fund management policy.**

Recommendation:

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

Attached is a report from City Engineer, Troy White, and City Attorney, Matthew Hagarty, regarding modifications to the Street Assessment Relief Fund Management Policy. I recommend approval of the modifications. Your consideration and concurrence is appreciated.

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Matthew Hagerty, City Attorney
Troy R, White, City Engineer

DATE: July 21, 2026

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

ISSUE STATEMENT

The current Special Assessment Relief Fund Management Policy that was approved by City Council on January 27, 2026 limits assessment relief to the owners of owner-occupied single family residential properties with a household income that does not exceed 80% of the Area Median Income. The proposed modification will extend assessment relief to all properties regardless of land use and income levels.

DESCRIPTION OF CONSEQUENCES

The proposed policy modifications will result in all properties being eligible for assessment relief – including the owners of non-owner occupied and non-residential properties and all owners regardless of income level.

OWNERSHIP

The proposed modification of the previously approved policy is a result of consultation amongst city staff from the offices of the City Treasurer, City Attorney, City Engineer, City Manager, City Assessor and Public Works. The Treasurer's Office will verify relief eligibility and implement street assessment relief for eligible property owners.

SOLUTION

The following modified Street Assessment Relief Fund Management Policy is proposed:

1) Assessment relief shall be applied proportionally to the calculated assessment amount for each parcel on an assessment roll for any given project (unchanged from original policy approved on 01-27-26).

2) Relief shall be no more than fifty percent (50%) of any parcel's calculated assessment (unchanged from original policy approved on 01-27-26).

3) Relief from the Street Assessment Relief Fund shall not exceed $5,000.00 per parcel (unchanged from original policy approved on 01-27-26).

4) Relief will be available for the owner(s) of ~~owner-occupied single family residential~~ properties that ~~a) have a household income that does not exceed 80% of the Area Median Income as determined by the US Department of Housing and Urban Development and b)~~ have property and income taxes ***and other indebtedness to the City of Jackson*** paid in full (modified by this action).

5) Funds distributed for assessment relief shall not exceed the balance of Street Assessment Relief Fund in any fiscal year (unchanged from original policy approved on 01-27-26).

6) In the event the balance of the Street Assessment Relief Fund is limited and insufficient to provide relief to the level prescribed above for all street construction projects within a fiscal year, relief shall be provided proportionally to all projects based on the total assessment cost of each project. Relief shall not be provided to one project at the expense of another (unchanged from original policy approved on 01-27-26).

FACILITATE IMPLEMENTATION

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

TRW/kmm

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT:
Inter-Agency Agreement — Leoni Township

Recommendation:

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: July 21, 2026

RECOMMENDATION:

ISSUE STATEMENT

Due to necessary plumbing and mechanical inspector staff changes at Leoni Twp. Township officials began a search process to hire an inspector to service the township plumbing and mechanical inspection needs. The City of Jackson employs an inspector that is certified to inspect plumbing, mechanical, boiler and to conduct plan review. The City of Jackson is currently under contract with Leoni Twp to provide building inspection and plan review services. Leoni Towship Board of Trustees has voted to approve entering into a second inter-agency agreement with the City of Jackson to provide the Twp plumbing inspection, plumbing inspection and plan review needs.

DESCRIBE THE CONSEQUENCES

There is a shortage statewide for licensed trade inspectors. Leoni Township is in need of plumbing inspection, mechanical inspection and plan review services due to their decision to make a staff change. Trade inspection functions are an important role for communities in dealing with the health, safety and welfare of the built environment.

OWNERSHIP

The City will: Provide qualified a plumbing, mechanical /Plan Review Inspector – Ensure inspections and plan reviews are performed by properly trained and certified personnel. Maintain Inspection Records – Keep records of inspections and provide copies to the Township as requested. Coordinate with Township Officials – Work in collaboration with Township officials on enforcement and compliance matters. Conduct Fair and Impartial Inspections and Plan Reviews – Adhere to best practices in conducting inspections and plan reviews in a professional and unbiased manner.

SOLUTION

The City of Jackson has a highly qualified staff member that is licensed to perform plumbing/mechanical inspections and plan review functions. Leoni Township can save money by contracting with the City of Jackson for services and the City will benefit by strengthening the Building Division budget through payment for services provided.

FACILITATE IMPLEMENTATION

Approve the inter-ragency agreement between the City of Jackson and Leoni Township,

for plumbing and mechanical inspection, and plan review services, and allow the City Manager and City

Attorney to make minor modifications as may be required.

ATTACHMENTS

1. Plumbing and Mechanical Contract

INTERAGENCY AGREEMENT
BETWEEN THE CITY OF JACKSON AND LEONI TOWNSHIP FOR PLUMBING AND MECHANICAL INSPECTION AND RELATED PLAN REVIEW SERVICES

This Interagency Agreement ("Agreement") is entered into by and between the **City of Jackson, Michigan**, a Michigan municipal corporation located at 161 W. Michigan Avenue, Jackson, MI 49201 ("City"), and **Leoni Township, Michigan**, a Michigan general law township located at 913 Fifth Street, Michigan Center, MI 49254 ("Township"), collectively referred to as the "Parties."

This Agreement is made pursuant to the **Michigan Urban Cooperation Act, Act 7 of 1967, MCL 124.501 et seq.**, for the purpose of establishing an intergovernmental arrangement whereby the City will provide plumbing and mechanical inspection services within the jurisdiction of the Township.

1. Purpose

The purpose of this Agreement is to ensure the proper enforcement of the applicable plumbing and mechanical codes within Leoni Township by utilizing the expertise and resources of the City's plumbing and mechanical inspector, Kim Rendall. The City agrees to perform, through Kim Rendall as its licensed plumbing and mechanical inspector, plumbing and mechanical inspection and plan review services in the Township in accordance with applicable laws and regulations.

2. Scope of Services

Under this Agreement, the City shall provide the following services to the Township:

a. **Plumbing and Mechanical Inspection Services** – Conduct periodic plumbing and mechanical inspections and plan reviews for compliance with applicable Township codes, ordinances, and state laws.

b. **Re-Inspections** – Perform follow-up inspections as necessary to verify compliance with cited violations.

c. **Reporting** – Provide the Township with regular reports summarizing inspection activities and compliance status.

3. Responsibilities of the Township

The Township agrees to:

a. **Adopt and Maintain Plumbing and Mechanical Code Regulations** – Ensure local ordinances support and authorize plumbing and mechanical code plan review and related code inspections and enforcement.

b. **Provide Support for Enforcement** – Assist with enforcement measures, including legal actions if necessary.

c. **Notify Property Owners** – Inform property owners of the plumbing/mechanical code inspection requirements and coordinate scheduling.

d. **Compensation** – Provide payment to the City for services rendered under the terms outlined in Section 6.

4. Responsibilities of the City

The City agrees to:

a. **Provide a Qualified Plumbing & Mechanical Code/Plan Review Inspector** – Ensure inspections and plan reviews are performed by properly trained and certified personnel, being the City's plumbing and mechanical code inspector, Kim Rendall.

b. **Maintain Inspection Records** – Keep records of inspections and provide copies to the Township as requested.

c. **Coordinate with Township Officials** – Work in collaboration with Township officials on enforcement and compliance matters.

d. **Conduct Fair and Impartial Plumbing and Mechanical Inspections and Plan Reviews** – Adhere to best practices in conducting inspections and plan reviews in a professional and unbiased manner.

5. Term and Termination

a. **Term** – This Agreement shall commence on **June 1, 2026** and shall remain in effect so long as Kim Rendall is employed by the City of Jackson as its plumbing and mechanical inspector. In the event Kim Rendall leaves the City's employ, this Agreement shall automatically terminate and the City will provide written notice thereof to the Township.

b. **Termination by Either Party** – Either Party may otherwise terminate this Agreement without cause with **90 days** written notice to the other Party.

c. **Termination for Cause** – If either Party fails to fulfill its obligations under this Agreement, the other Party may terminate with **14 days** written notice.

6. Compensation and Payment

a. The Township shall compensate the City for services provided under this Agreement at the following rates:

- **Plumbing/Mechanical Inspection Fee:** $70 per inspection

- **Re-Inspection Fee:** $70 per inspection
- **Plan Review Fee:** $35 per unit Residential
- **Plan Review Fee:** $70 per hour (Commercial)
- **Monthly Stipend:** $250 per month
- **Garage/Additions:** $25

b. The City shall submit an invoice to the Township monthly for services rendered. Payment shall be made within **60 days** of receipt of the invoice.

7. Liability and Indemnification

a. Each Party shall be responsible for its own acts, errors, or omissions and those of its officers, employees, and agents.

b. The Township agrees to indemnify, defend, and hold harmless the City from any claims arising from Township ordinances, policies, or actions relating to services authorized to be performed by the City under this Agreement.

c. The City agrees to indemnify, defend, and hold harmless the Township from any claims arising from the City's negligence in performing services under this Agreement.

8. Miscellaneous Provisions

a. **Amendments** – This Agreement may only be amended in writing and signed by both Parties.

b. **Governing Law** – This Agreement shall be governed by the laws of the State of Michigan.

c. **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings.

d. **Severability** – If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF JACKSON, MICHIGAN

By: _____
Name: Jonathan Greene
Title: City Manager

Date: _____

LEONI TOWNSHIP, MICHIGAN

By: Howard Linnabary
Name: Howard Linnabary

Title: Township Supervisor

Date: 6-10-2026

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: **Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Brothers, Inc.**

Recommendation:

Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Bros., Inc. in the decreased amount of $916,922.89 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 2 to the referenced contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: July 21, 2026

RECOMMENDATION: Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Bros., Inc. in the decreased amount of $916,922.89 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

ISSUE STATEMENT

Work for the DWSRF Phase 2 Water Main Replacements contract with Dunigan Brothers, Inc. is now complete. As such, the attached balancing Change Order 2 has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

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

DESCRIPTION OF CONSEQUENCES

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

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

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

This change order represents a decrease of $919,922.89, bringing the current contract amount to $3,682,592.73.

OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. To this end, Engineering has developed this project to replace antiquated and undersized four-inch water mains and associated lead service lines within the City's water distribution system.

On July 16, 2024, City Council approved the award of the contract to Dunigan Bros., Inc. of Jackson, Michigan in the amount of $4,599,515.62.

On October 22, 2024, City Council approved Change Order 1 to modify the contract to update federal boilerplate language to meet current requirements.

After the execution of Change Order 1, Engineering determined the need to add extra items to complete the work, including installing new covers on existing manholes, replacing a sanitary sewer lead on Woodward Avenue, replacing a water service on Wilkins Street, and placing asphalt for pavement restoration on Quarry Street and Park Avenue.

SOLUTION

Engineering has prepared this balancing Change Order 2 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 2 Water Main Replacements contract with Dunigan Bros., Inc. in the decreased amount of $916,922.89 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

CHANGE ORDER NO. 2
To Contract for
ENG25-01 DWSRF PHASE 2 WATER MAIN 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	**$ 4,599,515.62**
CHANGE ORDER NO. 1	**$ 0.00**
CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 4,599,515.62**
NEW CHANGE ORDER NO. 2	**– $ 916,922.89**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	**$ 3,682,592.73**

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

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

ACCEPTED BY:

Dunigan Brothers, Inc. Date:

ACCEPTED BY:

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

ACCEPTED BY:

Jonathan Greene, City Manager Date:

ENG25-01_2025 DWSRF PHASE 2 WATER MAIN REPLACEMENTS
BALANCING CHANGE ORDER NUMBER 2

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

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	1100001	Mobilization, Max	1.00	-0.09	0.91	LS	$231,820.00	$ -	$ (20,863.80)
0002	2020007	Stump, Rem, 37 inch or Larger	1.00	0.00	1.00	Ea	$400.00	$ -	$ -
0003	2030011	Dr Structure, Rem	5.00	1.00	6.00	Ea	$560.00	$ 560.00	$ -
0004	2040020	Curb and Gutter, Rem	2,513.00	-1,686.00	827.00	Ft	$11.20	$ -	$ (18,883.20)
0005	2040025	Fence, Rem	35.00	-35.00	0.00	Ft	$7.50	$ -	$ (262.50)
0006	2040045	Masonry and Conc Structure, Rem	55.00	-55.00	0.00	Cyd	$93.30	$ -	$ (5,131.50)
0007	2040055	Sidewalk, Rem	1,290.00	-540.31	749.69	Syd	$12.40	$ -	$ (6,699.85)
0008	2040080	Exploratory Investigation, Vertical	55.00	-49.00	6.00	Ft	$37.30	$ -	$ (1,827.70)
0009	2047001	_ Gas Main, Rem	866.00	-21.00	845.00	Ft	$14.90	$ -	$ (312.90)
0010	2047001	_ Ornamental Fene, Rem and Salv	35.00	-35.00	0.00	Ft	$37.10	$ -	$ (1,298.50)
0011	2047001	_ Pavt Sawcut	6,489.00	-3,322.00	3,167.00	Ft	$5.80	$ -	$ (19,267.60)
0012	2047011	_ Driveway Rem	288.00	-159.12	128.88	Syd	$12.40	$ -	$ (1,973.09)
0013	2047011	_ HMA Surface, Rem, Modified	8,427.00	-2,340.65	6,086.35	Syd	$4.90	$ -	$ (11,469.19)
0014	2047011	_ Pavt, Rem, Modified	154.00	125.67	279.67	Syd	$9.30	$ 1,168.73	$ -
0015	2057021	_ Subgrade Undercutting, 1 x 3	3,300.00	-3,300.00	0.00	Cyd	$102.90	$ -	$ (339,570.00)
0016	2057011	_ Geogrid	1,100.00	-1,100.00	0.00	Syd	$9.30	$ -	$ (10,230.00)
0017	2087050	_ Erosion Control, Inlet Protection, Grate Filter, Rectangular	64.00	7.00	71.00	Ea	$58.50	$ 409.50	$ -
0018	2087050	_ Erosion Control, Inlet Protection, Sediment Trap, Round	23.00	-23.00	0.00	Ea	$65.20	$ -	$ (1,499.60)
0019	2090001	Project Cleanup	1.00	-0.09	0.91	LS	$27,980.00	$ -	$ (2,518.20)
0020	3027011	_ Aggregate Base, 8 inch, 21AA, Modified	8,567.00	-2,357.06	6,209.94	Syd	$37.90	$ -	$ (89,332.58)
0021	3060020	Maintenance Gravel	220.00	-204.69	15.31	Ton	$71.00	$ -	$ (14,532.99)
0022	4021260	Trench Undercut and Backfill	110.00	-110.00	0.00	Cyd	$85.00	$ -	$ (9,350.00)
0023	4027001	_ Sewer Backfill, Class II	130.00	46.50	176.50	Ft	$0.01	$ 0.47	$ -
0024	4027001	_ Sewer, CI E, 12 inch	130.00	46.50	176.50	Ft	$102.20	$ 4,752.30	$ -
0025	4027050	_ Sewer Lateral Repair	33.00	-18.00	15.00	Ea	$632.00	$ -	$ (11,376.00)
0026	4037050	_ Catch Basin, 48 inch dia	5.00	1.00	6.00	Ea	$3,490.00	$ 3,490.00	$ -
0027	4037050	_ Catch Basin Cover, Curb	6.00	0.00	6.00	Ea	$1,540.00	$ -	$ -
0028	4037050	_ Utility Structure Cover, Adj, Case 1, Modified	19.00	-1.00	18.00	Ea	$738.00	$ -	$ (738.00)
0029	4037050	_ Utility Structure, Temp Lowering, Modified	15.00	-3.00	12.00	Ea	$454.60	$ -	$ (1,363.80)
0030	5010025	Hand Patching	140.00	1.00	141.00	Ton	$292.90	$ 292.90	$ -
0031	5010033	HMA, 13A	1,603.00	-28.96	1,574.04	Ton	$175.70	$ -	$ (5,088.27)
0032	6020200	Joint, Contraction, Cp	46.00	-46.00	0.00	Ft	$23.20	$ -	$ (1,067.20)
0033	6020201	Joint, Contraction, C3p	130.00	-130.00	0.00	Ft	$23.20	$ -	$ (3,016.00)
0034	6020500	Conc Pavt, Nonreinf, 8 inch, High Perf	140.00	-140.00	0.00	Syd	$115.90	$ -	$ (16,226.00)
0035	8010005	Driveway, Nonreinf Conc, 6 inch	274.00	-133.55	140.45	Syd	$48.70	$ -	$ (6,503.89)
0036	8020002	Curb, Conc, Det E2	55.00	57.00	112.00	Ft	$38.30	$ 2,183.10	$ -
0037	8027001	_ Curb and Gutter, Conc, Det F4	2,463.00	-1,799.60	663.40	Ft	$29.00	$ -	$ (52,188.40)
0038	8030010	Detectable Warning Surface	170.00	-33.00	137.00	Ft	$46.40	$ -	$ (1,531.20)
0039	8030030	Curb Ramp Opening, Conc	162.00	-17.30	144.70	Ft	$30.10	$ -	$ (520.73)
0040	8027010	_ Sidewalk Ramp, Conc, 6 inch	1,230.00	-66.90	1,163.10	Sft	$7.10	$ -	$ (474.99)
0041	8030044	Sidewalk, Conc, 4 inch	9,488.00	-2,691.58	6,796.42	Sft	$4.60	$ -	$ (12,381.28)
0042	8030046	Sidewalk, Conc, 6 inch	2,259.00	-1,337.51	921.49	Sft	$5.20	$ -	$ (6,955.05)
0043	8010005	Driveway, Nonreinf Conc, 6 inch	35.00	-35.00	0.00	Syd	$48.70	$ -	$ (1,704.50)
0044	8087001	_ Ornamental Fene, Install Salv	35.00	-35.00	0.00	Ft	$58.00	$ -	$ (2,030.00)
0045	8100371	Post, Steel, 3 pound	26.00	-26.00	0.00	Ft	$11.60	$ -	$ (301.60)
0046	8100403	Sign, Type III, Rem	2.00	-1.00	1.00	Ea	$58.00	$ -	$ (58.00)
0047	8100402	Sign, Type III, Erect, Salv	2.00	-1.00	1.00	Ea	$115.90	$ -	$ (115.90)
0048	8120012	Barr,TypeIII,HighInten,DblSided,Ltd,Furn	149.00	-42.00	107.00	Ea	$86.90	$ -	$ (3,649.80)
0049	8120013	Barr,TypeIII,HighInten,DblSided,Ltd,Oper	149.00	-42.00	107.00	Ea	$1.20	$ -	$ (50.40)
0050	8120026	Pedestrian Type II Barricade, Temp	59.00	-11.00	48.00	Ea	$144.90	$ -	$ (1,593.90)
0051	8120170	Minor Traf Devices	1.00	-0.09	0.91	LS	$60,800.00	$ -	$ (5,472.00)
0052	8127050	_ Plastic Drum, High Intensity, Furn	1,312.00	-1,112.00	200.00	Ea	$22.00	$ -	$ (24,464.00)
0053	8127050	_ Plastic Drum, High Intensity, Oper	1,312.00	-1,112.00	200.00	Ea	$1.20	$ -	$ (1,334.40)
0054	8120350	Sign, Type B, Temp, Prismatic, Furn	645.00	617.50	1,262.50	Sft	$7.00	$ 4,322.50	$ -
0055	8120351	Sign, Type B, Temp, Prismatic, Oper	645.00	617.50	1,262.50	Sft	$1.20	$ 741.00	$ -
0056	8120352	Sign, Type B,Temp,Prismatic,Spec, Furn	29.00	5.00	34.00	Sft	$12.80	$ 64.00	$ -
0057	8120353	Sign, Type B,Temp,Prismatic,Spec, Oper	29.00	5.00	34.00	Sft	$1.20	$ 6.00	$ -

ENG25-01_2025 DWSRF PHASE 2 WATER MAIN REPLACEMENTS
BALANCING CHANGE ORDER NUMBER 2

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

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0058	8120370	Traf Regulator Control	1.00	-0.09	0.91	LS	$8,790.00	$ -	$ (791.10)
0059	8167011	_ Turf Establishment, Performance	3,307.00	1,571.75	4,878.75	Syd	$13.30	$ 20,904.28	$ -
0060	8237001	_ Hydrant Extension	20.00	-19.00	1.00	Ft	$1,580.00	$ -	$ (30,020.00)
0061	8237001	_ Water Main Backfill, Class II	3,012.00	972.35	3,984.35	Ft	$0.01	$ 9.72	$ -
0062	8237001	_ Water Main, 12 inch	160.00	-3.50	156.50	Ft	$252.60	$ -	$ (884.10)
0063	8237001	_ Water Main, 8 inch	3,295.00	497.85	3,792.85	Ft	$162.70	$ 81,000.20	$ -
0064	8237001	_ Water Main, Dir Bore, 8 inch	3,592.00	-776.00	2,816.00	Ft	$188.00	$ -	$ (145,888.00)
0065	8237001	_ Water Service Pipe, Cu, 1 inch	3,909.00	-1,736.30	2,172.70	Ft	$55.70	$ -	$ (96,711.91)
0066	8237050	_ Bond Restoration	97.00	-30.00	67.00	Ea	$492.60	$ -	$ (14,778.00)
0067	8237050	_ Electrical Permit Acquisition and Compliance	97.00	-30.00	67.00	Ea	$150.70	$ -	$ (4,521.00)
0068	8237050	_ Gate Valve and Box, 12 inch, Modified	2.00	0.00	2.00	Ea	$3,990.00	$ -	$ -
0069	8237050	_ Gate Valve and Box, 8 inch, Modified	29.00	1.00	30.00	Ea	$2,230.00	$ 2,230.00	$ -
0070	8237050	_ Gate Valve, Adj, Case 1, Modified	12.00	10.00	22.00	Ea	$738.00	$ 7,380.00	$ -
0071	8237050	_ Hydrant Assembly	14.00	2.00	16.00	Ea	$8,750.00	$ 17,500.00	$ -
0072	8237050	_ Hydrant Assembly, 6 foot	1.00	0.00	1.00	Ea	$8,820.00	$ -	$ -
0073	8237050	_ Hydrant, Rem, Modified	11.00	3.00	14.00	Ea	$279.80	$ 839.40	$ -
0074	8237050	_ Plumbing Permit Acquisition and Compliance	97.00	-30.00	67.00	Ea	$115.90	$ -	$ (3,477.00)
0075	8237050	_ Tracer Wire, Grounding Rod	451.00	-424.00	27.00	Ea	$86.90	$ -	$ (36,845.60)
0076	8237001	_ Tracer Wire, Modified	13,624.00	-316.30	13,307.70	Ft	$0.70	$ -	$ (221.41)
0077	8237050	_ Wall Penetration Sleeve, Sch 40 PVC, 1 1/2 inch	97.00	-30.00	67.00	Ea	$122.20	$ -	$ (3,666.00)
0078	8237050	_ Water Main, Connect New 12 inch to Existing 12 inch	2.00	0.00	2.00	Ea	$5,500.00	$ -	$ -
0079	8237050	_ Water Main, Connect New 8 inch to Existing 4 inch	3.00	0.00	3.00	Ea	$4,630.00	$ -	$ -
0080	8237050	_ Water Main, Connect New 8 inch to Existing 6 inch	20.00	-3.00	17.00	Ea	$4,750.00	$ -	$ (14,250.00)
0081	8237050	_ Water Main, Connect New 8 inch to Existing 8 inch	11.00	-4.00	7.00	Ea	$4,960.00	$ -	$ (19,840.00)
0082	8237050	_ Water Main, Cut and Plug, 4 inch	1.00	6.00	7.00	Ea	$2,960.00	$ 17,760.00	$ -
0083	8237050	_ Water Meter	97.00	-30.00	67.00	Ea	$3,300.00	$ -	$ (99,000.00)
0084	8237050	_ Water Meter Acquisition and Radio Reading Device Coord.	97.00	-30.00	67.00	Ea	$98.50	$ -	$ (2,955.00)
0085	8237050	_ Water Serv, 1 inch	42.00	-1.00	41.00	Ea	$3,430.00	$ -	$ (3,430.00)
0086	8237050	_ Water Serv, Long, 1 inch	56.00	-10.00	46.00	Ea	$3,530.00	$ -	$ (35,300.00)
0087	8267030	_ Water Main Fittings, DI	2,200.00	-1,620.00	580.00	Lb	$8.10	$ -	$ (13,122.00)
0088	8257050	_ Sanitary Sewer Service Repair 551	0.00	1.00	1.00	Ea	$6,000.00	$ 6,000.00	$ -
0089	5010034	HMA, 36A	0.00	145.00	145.00	Ton	$189.00	$ 27,405.00	$ -
0090	8237050	_ Water Serv, 4 inch	0.00	1.00	1.00	Ea	$8,953.21	$ 8,953.21	$ -
0092	4037050	_ Mh Cover, Std	0.00	14.00	14.00	Ea	$851.79	$ 11,925.06	$ -
0093	8237050	_ Water Serv, 1.5 inch	0.00	0.00	0.00	Ea	$7,888.43	$ -	$ -
0094	8237050	_ Water Serv, 1.5 inch, Long	0.00	4.00	4.00	Ea	$12,537.50	$ 50,150.00	$ -
0095	8237050	_ Water Serv, 2 inch	0.00	2.00	2.00	Ea	$11,822.03	$ 23,644.06	$ -
0096	8237050	_ Water Serv, 2 inch, Long	0.00	1.00	1.00	Ea	$14,810.91	$ 14,810.91	$ -
0097	8237001	_ Water Service Pipe, Cu, 1.5 inch	0.00	236.00	236.00	Ft	$51.05	$ 12,047.80	$ -
0098	8237001	_ Water Service Pipe, Cu, 2 inch	0.00	20.00	20.00	Ft	$172.83	$ 3,456.60	$ -

Total:	$ 324,006.74	$ (1,240,929.63)
Net Change:	$ (916,922.89)	
Current Contract Amount:	$ 4,599,515.62	
Revised Contract Amount:	$ 3,682,592.73	

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: July 21, 2026

SUBJECT: Lot Purchase Agreement — Michigan Housing Partnership LLC

Recommendation:

Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: July 21, 2026

RECOMMENDATION:

ISSUE STATEMENT

Jackson continues to face a persistent shortage of affordable housing, creating significant challenges for workforce retention, neighborhood stability, and long-term economic growth. Expanding the availability of quality, attainable housing remains a critical priority for the City as it works to strengthen existing neighborhoods and attract continued investment.

In March 2023, the City entered into a Purchase and Development Agreement with Green Development Ventures, LLC (Allen Edwin Home Builders) to advance the construction of affordable workforce housing throughout Jackson. Since the execution of that agreement, Green Development Ventures has demonstrated a strong commitment to the community by investing millions of dollars in new residential development and constructing approximately 30 affordable housing units across the City, including within designated Opportunity Zones that had experienced little to no prior private development activity.

The City continues to own numerous vacant residential lots that currently generate ongoing maintenance costs while contributing little public benefit. These properties often become sites for illegal dumping, require routine mowing and upkeep, and represent a continuing financial liability for taxpayers. Redeveloping these underutilized parcels into affordable housing presents an opportunity to address multiple community priorities simultaneously: increasing the supply of attainable housing, eliminating blighted and underutilized properties, reducing long-term municipal maintenance costs, and encouraging continued private investment in neighborhoods that have historically lacked development. This approach builds upon an established public-private partnership that has already produced measurable results and advances the City's broader goals of neighborhood revitalization and housing affordability.

Since the original agreement was approved, several amendments have been executed to address changes identified during implementation. As development has progressed, additional site evaluations have determined that a number of the originally identified City-owned parcels are not suitable for residential construction due to factors such as site constraints, infrastructure limitations, environmental considerations, or other development-related challenges.

DESCRIBE THE CONSEQUENCES

The addition of affordable workforce housing delivers meaningful economic and social benefits that extend well beyond the construction of new homes. A diverse and attainable housing inventory enables employers to attract and retain essential workers, strengthens the local labor force, and supports continued economic growth by allowing residents to live closer to their places of employment. Stable housing also contributes to stronger neighborhoods by increasing home occupancy, improving public safety through active residential presence, and fostering long-term community investment. As formerly vacant properties are returned to productive use, they generate new property tax revenue, encourage additional private investment, and enhance surrounding property values. Equally important, redevelopment of City-owned vacant lots eliminates the ongoing public expense associated with maintaining those properties, including mowing, debris removal, illegal dumping enforcement, and other code compliance activities. Over time, the avoided maintenance costs, combined with new tax revenues and reduced public service demands, create a significant fiscal benefit for the City while transforming underutilized land into valuable community assets that improve the quality of life for current and future residents.

OWNERSHIP

Throughout the course of this partnership, Green Development Ventures, LLC (Allen Edwin Home Builders) has repeatedly expressed its appreciation for the professionalism, responsiveness, and solution-oriented approach demonstrated by City employees across every department involved in the development process. Particular recognition has been given to the Building Department, whose commitment to timely plan reviews, open communication, and practical problem-solving has been instrumental in advancing housing projects while maintaining the City's high standards for public safety and code compliance. The Planning, Engineering, Public Works, Utilities, and Inspections divisions, together with the City Attorney's Office, have likewise provided consistent guidance and support, helping to navigate legal, technical, and operational matters with efficiency and professionalism.
The affordable housing shortage confronting Jackson was not created by the dedicated public servants who work for the City today. Rather, it is the product of complex economic and market conditions that have developed over many years. What distinguishes this effort is the collective commitment of City staff and Allen Edwin to be part of the solution. By working collaboratively, resolving challenges proactively, and maintaining a shared focus on expanding housing opportunities, this public-private partnership has demonstrated how effective cooperation can produce meaningful results. The success achieved to date reflects the value of a coordinated approach in which municipal employees and private investment work together to address one of the community's most significant needs while creating lasting benefits for Jackson's residents and neighborhoods.

SOLUTION

Michigan Housing Partnership LLC (Allen Edwin Home Builders) is requesting exclusive rights to purchase 97 City owned lots for the development of new single family rental homes throughout the City. MHP LLC agrees to pay $1000.00 per lot. There is Potential to sell 97 vacant city lots for $1,000.= $97,000 . The cost for Deed and Title work and improvements will be taken from the sale price. Rather than continuing to modify the original agreement through successive amendments, the proposed updated Purchase and Development Agreement consolidates prior revisions into a single comprehensive document. The revised agreement

removes parcels that are not reasonably developable, provides a more accurate inventory of buildable lots, and establishes a clear framework for the continued development of affordable housing. This update improves administrative efficiency, reflects current conditions, and positions both the City and Green Development Ventures for continued success in delivering much-needed workforce housing to the Jackson community.

FACILITATE IMPLEMENTATION

Approve the lot purchase agreement between Green Development Ventures LLC and the City of Jackson, and authorize the City Manager and City Attorney to make minor modifications as necessary.

ATTACHMENTS

1. City of Jackson 97 Lot PA - 2026 - clean 6.23.26
2. City of Jackson 97 Lot PA - 2026 - kmw redlined 6.23.26

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this "Agreement") is made on _____, 2026, by and between MICHIGAN HOUSING PARTNERSHIP, LLC, a Michigan limited liability company of 2186 E. Centre Ave., Portage, MI 49002 ("Purchaser") and CITY OF JACKSON, a Michigan home rule city, of 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller" or the "City") as follows:

BACKGROUND

Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to ninety-seven (97) Lots located in the City of Jackson, Jackson County, Michigan, (the "Lots"), as described on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to ninety-seven (97) Lots located in the City of Jackson, Jackson County, Michigan, as described on Exhibit A (the "Lots"). Purchaser and Seller agree that lots may be added, removed, or exchanged for other lots upon mutual consent of both parties, provided that the City of Jackson has fully acquired and remediated said lots. No lot shall be added or swapped into the Agreement which the City does not own.

2. Purchase Price. The Purchase Price for each Lot shall be one thousand dollars ($1,000.00).

The Purchase Price shall be delivered at each Closing in immediately available funds subject to the terms and conditions stated in this Agreement and consistent with the schedule in Section 5 of this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire one hundred eighty (180) days following the date this Lot Purchase Agreement has been executed by both parties (the "Effective date"). During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site

investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of each Closing shall be pro-rated as of the date of each Closing on a calendar basis based upon the amount of such taxes if known at the time of each Closing.

5. Closing Deadline; Purchase Schedule. The Purchase Price shall be paid, and the individual Closings shall occur, as follows:

A. Purchaser shall, subject to paragraph 5(B), retain an exclusive right to purchase the Lots in two (2) separate phases over the period outlined in this Section 5. The parties agree to schedule a Closing on six (6) Lots, to be identified by Purchaser (the "Initial Partial Purchase"), to occur within ten (10) days of the latter of: (a) expiration of the Investigation Period, or any extensions thereof; and (b) the City's full and final approval of a tax-exemption for the Lots in accordance with an Ordinance adopted under SB 432, codified at MCL 125.1415a, on terms acceptable to Purchaser.

B. During the five-year period following the closing of the Initial Partial Purchase, Purchaser agrees to purchase a minimum of four (4) Lots per quarter (sixteen (16) Lots per year), and measure the minimum purchases cumulatively over the lifetime of this Agreement.

C. During the five-year period following the closing of the Initial Partial Purchase, Purchaser shall retain the right to purchase the remaining Lots (the "Option Purchase Period") under a right of first refusal "ROFR"). In the event a purchase offer is made to the City for any of the unsold Lots identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for one thousand dollars ($1,000). Such option must be exercised within sixty (60) days of Purchaser's written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within eighteen (18) months of the closing on the Lot, begin construction of a single-family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

D. Option Purchase Periods. During the Option Purchase Period, Purchaser shall have access to the Lots and investigation rights consistent with Section 3 hereof to evaluate the Optioned Lots for suitability. There may be multiple purchases and closings within the Option Purchase Period. Purchases shall be measured cumulatively.

6. Seller's Closing Deliveries. At each Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Warranty Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from American Title Company of Jackson, MI (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Lots without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien prorated property taxes not yet due and payable, (2) utility easements serving the Lots, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At each Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with each Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments that currently exist against the Lots. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Lots shall also be prorated based on the date of Closing.

9. Title. Purchaser may order a commitment for an owner's policy of title insurance from American Title Company of Jackson, MI (the "Title Policy"). After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have ten (10) days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by each Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

10. Survey. Purchaser may order at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At each Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Lots, either before or after each Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before each Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive each Closing, that as of the date hereof, and on the date of each Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. Only to the extent authorized under Michigan law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchasers' damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

18. Confidentiality. Subject to the requirements of the Open Meetings and Freedom of Information Acts, the parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other

matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:	CITY OF JACKSON ATTN: Jonathan Greene, City Manager 161 W. Michigan Avenue Jackson, MI 49201 E-mail: jgreene@cityofjackson.org
With a copy to:	Matthew Hagerty, City Attorney 161 W. Michigan Avenue Jackson, Michigan 49201 mhagerty@cityofjackson.org
To Purchaser:	MICHIGAN HOUSING PARTNERSHIP, LLC ATTN: Thomas M. Larabel 795 Clyde Ct., SW Byron Center, Michigan 49315 tlarabel@allenedwin.com
With a copy to:	Eric J. Guerin 2186 E. Centre Ave. Portage, Michigan 49002 eguerin@allenedwin.com

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser is unrepresented and waives any buyer-side commission.

G. Seller shall extend the public water line to the foundation of the home and sewer laterals to the edge of the public right-of-way for the Lots purchased by Purchaser under this Agreement and shall waive any connection fees for water and sewer service.

H. Seller shall provide sidewalk repairs and/or replacement, as determined by the City's Chief Building Official and/or Director of Public Works and curb cuts and gutter pan (excluding the apron/approach) for the Lots at no cost to Purchaser.

I. This Agreement is expressly subject to the approval of the Jackson City Council at a regularly scheduled public meeting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF JACKSON

_____
By: Jonathan Greene
Its: City Manager

PURCHASER:
MICHIGAN HOUSING PARTNERSHIP, LLC

By:_____
Thomas Larabel
Its: Vice President

EXHIBIT A
City of Jackson, Jackson County, Michigan

LOT NO.*	PARCEL NO	ADDRESS	OPPORTUNITY ZONE
1	7-031800000	409 Homewild Ave	YES
2	7-031700000	411 Homewild Ave	YES
3	7-031900000	407 Homewild Ave	YES
4	7-031500000	360 Cooper St	YES
5	4-047800000	810 Greenwood Ave	YES
6	4-047500000	804 Greenwood Ave	YES
7	4-047700000	806 Greenwood	YES
8	4-047600000	225 W Biddle St	YES
9	4-047400000	223 W Biddle St	YES
10	4-099800000	1228 Williams St	YES
11	4-069200000	942 Williams St	YES
12	4-100100000	1222 Williams St	YES
13	4-100700000	1202 Williams St	YES
14	4-048400000	813 S Blackstone St	YES
15	4-112900000	1114 S Jackson St	YES
16	7-024100000	409 N Park Ave	NO
17	6-044600000	1503 Teneyck St	YES
18	6-0653.1000	1505 Teneyck St	YES
19	5-078300000	1015 Adrian Ave	NO
20	5-078700000	1017 Adrian Ave	NO
21	5-097200000	1031 Carl Breeding Way	NO
22	5-097300000	1025 Carl Breeding Way	NO
23	2-004800000	322 Clinton St	YES
24	7-0665.0100	555 Cooper St	NO
25	8-249800000	1138 Cooper St	NO
26	6-089600000	210 S Dwight St	YES
27	6-051800000	402 S Elm Ave	YES
28	8-0743.1000	N Elm Ave	NO
29	8-093600000	550 N Elm Ave	NO
30	5-149500000	110 W Euclid Ave	NO
31	5-149600000	116 W Euclid Ave	NO
32	5-165800000	126 E Euclid Ave	NO
33	5-183600000	311 E Euclid Ave	NO
34	5-049400000	911 Everhard St	NO
35	3-001500000	604 First St	NO

36	3-002300000	704 First St	NO
37	3-201700000	1012 First St	NO
38	3-201800000	1016 First St	NO
39	3-203100000	910 First St	NO
40	4-176000000	1707 First St	NO
41	3-021800000	713 Fourth St	NO
42	6-090100000	301 S Gorham St	YES
43	4-150300000	129 W High St	NO
44	5-128300000	111 E High St	NO
45	4-106100000	1236 Linwood Ave	YES
46	6-167900000	1407 Locust St	YES
47	6-17790000	Losey St	YES
48	5-170900000	153 E Mansion St	NO
49	5-18440000	E Mansion St	NO
50	4-08720000	Maple Ave	YES
51	4-088400000	1019 Maple Ave	YES
52	5-063600000	928 S Martin Luther King Jr Dr	NO
53	5-066200000	1024 S Martin Luther King Jr Dr	NO
54	5-066600000	1032 S Martin Luther King Jr Dr	NO
55	5-066700000	1034 S Martin Luther King Jr Dr	NO
56	5-066800000	1036 S Martin Luther King Jr Dr	NO
57	5-105300000	1039 S Martin Luther King Jr Dr	NO
58	7-007000000	508 N Martin Luther King Jr Dr	NO
59	7-007100000	510 N Martin Luther King Jr Dr	NO
60	7-068100000	515 N Martin Luther King Jr Dr	NO
61	7-068200000	511 N Martin Luther King Jr Dr	NO
62	4-039500000	333 W Mason St	YES
63	4-052700000	321 W Mason St	YES
64	5-074100000	118 Moore St	NO
65	4-071000000	142 W Morrell St	YES
66	7-0624.1000	613 N Park Ave	NO
67	4-163400000	185 W Prospect St	NO
68	5-110900000	119 Ridgeway St	NO
69	5-111100000	127 Ridgeway St	NO
70	5-147100000	210 E Robinson St	NO
71	6-054600000	309 Summit Ave	YES
72	6-099900000	1707 Teneyck St	YES
73	3-013700000	601 Third St	NO
74	6-130500000	747 Tomlinson St	YES

75	6-130500000	751 Tomlinson St	YES
76	6-130900000	755 Tomlinson St	YES
77	6-131000000	757 Tomlinson St	YES
78	7-065000000	517 E Trail St	NO
79	6-091600000	2109 Tyson St	YES
80	5-135300000	122 Wall St	NO
81	5-135500000	128 Wall St	NO
82	5-141900000	139 Wall St	NO
83	2-133600000	835 N West Ave	NO
84	2-134000000	831 N West Ave	NO
85	4-0744.0100	143 W Wilkins St	YES
86	4-0746.0100	139 W Wilkins St	YES
87	4-059100000	106 E Wilkins St	YES
88	4-075000000	710 Williams St	YES
89	6-031900000	502 Wilson St	YES
90	6-032000000	416 Wilson St	YES
91	7-031300000	410 Detroit St	YES
92	7-031400000	358 Cooper St	YES
93	7-0314.A000	356 Cooper St	YES
94	7-032500000	404 Detroit St	YES
95	5-105600000	1031 S Martin Luther King Jr Dr	NO
96	6-063100000	1423 Pringle Ave	YES
97	6-062900000	1417 Pringle Ave	YES

The parties will agree to a precise legal description of each Lot prior to Closing.

*Lot Nos. listed above are for Purchase Agreement purposes only.

LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this "Agreement") is made on _____, 2026, by and between MICHIGAN HOUSING PARTNERSHIP, LLC, a Michigan limited liability company of 2186 E. Centre Ave., Portage, MI 49002 ("Purchaser") and CITY OF JACKSON, a Michigan home rule city, of 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller" or the "City") as follows:

BACKGROUND

Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to ninety-seven (97) Lots located in the City of Jackson, Jackson County, Michigan, (the "Lots"), as described on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to provide an exclusive right to purchase, and Purchaser desires to purchase up to ninety-seven (97) Lots located in the City of Jackson, Jackson County, Michigan, as described on Exhibit A (the "Lots"). Purchaser and Seller agree that ~~l~~Lots may be added, removed, or exchanged for other lots upon mutual consent of both parties, provided that the City of Jackson has fully acquired and remediated said lots. No lot shall be added or swapped into the Agreement which the City does not own.

2. Purchase Price. The Purchase Price for each Lot shall be one thousand dollars ($1,000.00).

The Purchase Price shall be delivered at each Closing in immediately available funds subject to the terms and conditions stated in this Agreement and consistent with the schedule in Section 5 of this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire one hundred eighty (180) days following the date this Lot Purchase Agreement has been executed by both parties (the "Effective date"). During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site

investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of each Closing shall be pro-rated as of the date of each Closing on a calendar basis based upon the amount of such taxes if known at the time of each Closing.

5. Closing Deadline; Purchase Schedule. The Purchase Price shall be paid, and the individual Closings shall occur, as follows:

A. Purchaser shall, subject to paragraph 5(B), retain an exclusive right to purchase the Lots in two (2) separate phases over the period outlined in this Section 5. The parties agree to schedule a Closing on six (6) Lots, to be identified by Purchaser (the "Initial Partial Purchase"), to occur within ten (10) days of the latter of: (a) expiration of the Investigation Period, or any extensions thereof; and (b) the City's full and final approval of a tax-exemption for the Lots in accordance with an Ordinance adopted under SB 432, codified at MCL 125.1415a, on terms acceptable to Purchaser.

B. During the five-year period following the closing of the Initial Partial Purchase, Purchaser agrees to purchase a minimum of four (4) Lots per quarter (sixteen (16) Lots per year), and measure the minimum purchases cumulatively over the lifetime of this Agreement.

C. During the five-year period following the closing of the Initial Partial Purchase, Purchaser shall retain the right to purchase the remaining Lots (the "Option Purchase Period") under a right of first refusal "ROFR"). In the event a purchase offer is made to the City for any of the unsold Lots identified in Exhibit A from a person/entity other than Purchaser, then Purchaser shall have the right to exercise their option to purchase that Lot for one thousand dollars ($1,000). Such option must be exercised within sixty (60) days of Purchaser's written receipt of the purchase offer. In the event the ROFR is exercised, Purchaser shall, within eighteen (18) months of the closing on the Lot, begin construction of a single-family home on the Lot purchased. If the right of first refusal is not so exercised, in writing, the Lot(s) may be sold to the other buyer.

D. Option Purchase Periods. During the Option Purchase Period, Purchaser shall have access to the Lots and investigation rights consistent with Section 3 hereof to evaluate the Optioned Lots for suitability. There may be multiple purchases and closings within the Option Purchase Period. Purchases shall be measured cumulatively.

6. Seller's Closing Deliveries. At each Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Warranty Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from American Title Company of Jackson, MI (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Lots without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien prorated property taxes not yet due and payable, (2) utility easements serving the Lots, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At each Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with each Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments that currently exist against the Lots. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Lots shall also be prorated based on the date of Closing.

9. Title. Purchaser may order a commitment for an owner's policy of title insurance from American Title Company of Jackson, MI (the "Title Policy"). After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have ten (10) days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by each Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

10. Survey. Purchaser may order at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots and has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At each Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Lots, either before or after each Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before each Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive each Closing, that as of the date hereof, and on the date of each Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. Only to the extent authorized under Michigan law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lots, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchasers' damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

18. Confidentiality. Subject to the requirements of the Open Meetings and Freedom of Information Acts, the parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other

matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:	CITY OF JACKSON ATTN: Jonathan Greene, City Manager 161 W. Michigan Avenue Jackson, MI 49201 E-mail: jgreene@cityofjackson.org
With a copy to:	Matthew Hagerty, City Attorney 161 W. Michigan Avenue Jackson, Michigan 49201 mhagerty@cityofjackson.org
To Purchaser:	MICHIGAN HOUSING PARTNERSHIP, LLC ATTN: Thomas M. Larabel 795 Clyde Ct., SW Byron Center, Michigan 49315 tlarabel@allenedwin.com
With a copy to:	Eric J. Guerin 2186 E. Centre Ave. Portage, Michigan 49002 eguerin@allenedwin.com

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser is unrepresented and waives any buyer-side commission.

G. Seller shall extend the public water line to the foundation of the home and sewer laterals to the edge of the public right-of-way for the Lots purchased by Purchaser under this Agreement and shall waive any connection fees for water and sewer service.

H. Seller shall provide sidewalk repairs and/or replacement, as determined by the City's Chief Building Official and/or Director of Public Works and curb cuts and gutter pan (excluding the apron/approach) for the Lots at no cost to Purchaser.

I. This Agreement is expressly subject to the approval of the Jackson City Council at a regularly scheduled public meeting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF JACKSON

_____
By: Jonathan Greene
Its: City Manager

PURCHASER:
MICHIGAN HOUSING PARTNERSHIP, LLC

By:_____
Thomas Larabel
Its: Vice President

EXHIBIT A
City of Jackson, Jackson County, Michigan

LOT NO.*	PARCEL NO	ADDRESS	OPPORTUNITY ZONE
1	7-031800000	409 Homewild Ave	YES
2	7-031700000	411 Homewild Ave	YES
3	7-031900000	407 Homewild Ave	YES
4	7-031500000	360 Cooper St	YES
5	4-047800000	810 Greenwood Ave	YES
6	4-047500000	804 Greenwood Ave	YES
7	4-047700000	806 Greenwood	YES
8	4-047600000	225 W Biddle St	YES
9	4-047400000	223 W Biddle St	YES
10	4-099800000	1228 Williams St	YES
11	4-069200000	942 Williams St	YES
12	4-100100000	1222 Williams St	YES
13	4-100700000	1202 Williams St	YES
14	4-048400000	813 S Blackstone St	YES
15	4-112900000	1114 S Jackson St	YES
16	7-024100000	409 N Park Ave	NO
17	6-044600000	1503 Teneyck St	YES
18	6-0653.1000	1505 Teneyck St	YES
19	5-078300000	1015 Adrian Ave	NO
20	5-078700000	1017 Adrian Ave	NO
21	5-097200000	1031 Carl Breeding Way	NO
22	5-097300000	1025 Carl Breeding Way	NO
23	2-004800000	322 Clinton St	YES
24	7-0665.0100	555 Cooper St	NO
25	8-249800000	1138 Cooper St	NO
26	6-089600000	210 S Dwight St	YES
27	6-051800000	402 S Elm Ave	YES
28	8-0743.1000	N Elm Ave	NO
29	8-093600000	550 N Elm Ave	NO
30	5-149500000	110 W Euclid Ave	NO
31	5-149600000	116 W Euclid Ave	NO
32	5-165800000	126 E Euclid Ave	NO
33	5-183600000	311 E Euclid Ave	NO
34	5-049400000	911 Everhard St	NO
35	3-001500000	604 First St	NO

36	3-002300000	704 First St	NO
37	3-201700000	1012 First St	NO
38	3-201800000	1016 First St	NO
39	3-203100000	910 First St	NO
40	4-176000000	1707 First St	NO
41	3-021800000	713 Fourth St	NO
42	6-090100000	301 S Gorham St	YES
43	4-150300000	129 W High St	NO
44	5-128300000	111 E High St	NO
45	4-106100000	1236 Linwood Ave	YES
46	6-167900000	1407 Locust St	YES
47	6-17790000	Losey St	YES
48	5-170900000	153 E Mansion St	NO
49	5-18440000	E Mansion St	NO
50	4-08720000	Maple Ave	YES
51	4-088400000	1019 Maple Ave	YES
52	5-063600000	928 S Martin Luther King Jr Dr	NO
53	5-066200000	1024 S Martin Luther King Jr Dr	NO
54	5-066600000	1032 S Martin Luther King Jr Dr	NO
55	5-066700000	1034 S Martin Luther King Jr Dr	NO
56	5-066800000	1036 S Martin Luther King Jr Dr	NO
57	5-105300000	1039 S Martin Luther King Jr Dr	NO
58	7-007000000	508 N Martin Luther King Jr Dr	NO
59	7-007100000	510 N Martin Luther King Jr Dr	NO
60	7-068100000	515 N Martin Luther King Jr Dr	NO
61	7-068200000	511 N Martin Luther King Jr Dr	NO
62	4-039500000	333 W Mason St	YES
63	4-052700000	321 W Mason St	YES
64	5-074100000	118 Moore St	NO
65	4-071000000	142 W Morrell St	YES
66	7-0624.1000	613 N Park Ave	NO
67	4-163400000	185 W Prospect St	NO
68	5-110900000	119 Ridgeway St	NO
69	5-111100000	127 Ridgeway St	NO
70	5-147100000	210 E Robinson St	NO
71	6-054600000	309 Summit Ave	YES
72	6-099900000	1707 Teneyck St	YES
73	3-013700000	601 Third St	NO
74	6-130500000	747 Tomlinson St	YES

75	6-130500000	751 Tomlinson St	YES
76	6-130900000	755 Tomlinson St	YES
77	6-131000000	757 Tomlinson St	YES
78	7-065000000	517 E Trail St	NO
79	6-091600000	2109 Tyson St	YES
80	5-135300000	122 Wall St	NO
81	5-135500000	128 Wall St	NO
82	5-141900000	139 Wall St	NO
83	2-133600000	835 N West Ave	NO
84	2-134000000	831 N West Ave	NO
85	4-0744.0100	143 W Wilkins St	YES
86	4-0746.0100	139 W Wilkins St	YES
87	4-059100000	106 E Wilkins St	YES
88	4-075000000	710 Williams St	YES
89	6-031900000	502 Wilson St	YES
90	6-032000000	416 Wilson St	YES
91	7-031300000	410 Detroit St	YES
92	7-031400000	358 Cooper St	YES
93	7-0314.A000	356 Cooper St	YES
94	7-032500000	404 Detroit St	YES
95	5-105600000	1031 S Martin Luther King Jr Dr	NO
96	6-063100000	1423 Pringle Ave	YES
97	6-062900000	1417 Pringle Ave	YES

The parties will agree to a precise legal description of each Lot prior to Closing.

*Lot Nos. listed above are for Purchase Agreement purposes only.