



AGENDA - CITY COUNCIL

Tuesday, September 8, 2026

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

A. Invocation to be given by Mayor Daniel Mahoney.

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Hispanic Heritage Month Presentation and Proclamation

6. PUBLIC HEARINGS.

A. Public Hearing for Justice Assistance Grant (JAG)

Establish Public Hearing for Justice Assistance Grant (JAG) Program

Approval and scheduling of public hearing.

B. Public Hearing for CDBG and HOME FY 2025 Performance

Conduct a Public Hearing to Receive Citizen Comments for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) performance for the 2025-2026 fiscal year.

Conduct a Public Hearing to Receive Citizen Comments for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) performance for the 2025-2026 fiscal year.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

- A. City Council Meeting Minutes — 18 August 2026
- B. City of Jackson, Michigan Financial Statements for the One Month Ended July 31, 2026
- C. Special Event Application: Big Miles for Little Smiles 5k
Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles 5k on October 18, 2026, in Jackson.
- D. Special Event Application: ORS Oktoberfest Race
Approve a request from Orthopaedic Rehab Specialists to host the ORS Oktoberfest Race on October 3rd, 2026, in downtown Jackson.
- E. Special Event Application: Race to Health
Approve a request from Henry Ford Health to host the Race to Health on September 13, 2026, in Jackson.
- F. HRC Memorandum: RE: Proposed Ordinance Regarding Personal Property in the Public Rights-of-way, Sidewalks, and Parks
- G. Special Event Application: K105.3 Fall Fest & Chili Classic
Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 26, 2026, in downtown Jackson.

9. OTHER BUSINESS.

- A. **Ordinance No. 2026-03**
Approve the second reading and final adoption of Ordinance 2026-03 amending Chapter 17 of the City Code to prohibit the storage of unattended and excess personal property in public right of ways, sidewalks, and parks.

10. NEW BUSINESS.

- A. Approval of the Ella Sharp Park Mountain Bike Trail design and construction

contract to be awarded to Rock Solid Trail Contracting of Copper Harbor, Michigan, in the amount of \$554,380.00.

Approving the Ella Sharp Park contract for trail development will create an organized system that reduces people creating their own trails, improves safety for everyone, and provides a new system for use by citizens and visitors alike for generations.

B. JAG Memorandum of Understanding

Authorize the City of Jackson to execute a Memorandum of Understanding with Jackson County to be in compliance with the Department of Justice and the Justice Assistance Grant and authorize the City Manager to sign the necessary documents.

C. JAG Budget Amendment

Approve budget amendment for JAG funds awarded by the Department of Justice

D. Ordinance prohibiting the installation and operation of virtual currency kiosks within the City

Approve for first reading, and advance to second reading, a proposed ordinance banning the installation and operation of virtual currency kiosks within the City of Jackson.

E. Workforce Development PILOTs for Allen Edwin Homes

Approve the proposed workforce housing PILOT resolutions and restrictive covenants for Swan Charlie Opportunity Zone Business, LLC and Echo Workforce Investments, LLC for 10 new construction residential properties and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording

F. Submission of the 2025-2026 Annual HUD Performance Report

Authorize submission of the 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.

MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: Establish Public Hearing for Justice Assistance Grant (JAG) Program

Recommendation:

To schedule a public hearing at the September 8, 2026, City Council meeting regarding the use of \$28,024 in FY25 JAG funds by the City for the continuation of the license plate reader system and the use of \$14,247 in JAG funds by Jackson County to continue their license plate reader subscription and to purchase equipment for use by Sheriff's Deputies.

Attached is a memorandum from Chief Christopher Simpson regarding the necessity of this public hearing.

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

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Christopher Simpson, Chief of Police

DATE: September 8, 2026

RECOMMENDATION: Approve Scheduling a Public Hearing

ISSUE STATEMENT

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$42,271. One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds. As in previous years, the City of Jackson will be the grant fiscal agent.

DESCRIBE THE CONSEQUENCES

If approved, the Jackson Police Department will receive \$28,024 and will use the money to continue the subscription of license plate readers throughout the City. This will assist the Police Department in identifying and locating vehicles wanted or in connection with investigations.

The Jackson County Sheriff's Department will receive \$14,247 and will use their funds to continue the subscription of license plate readers in the County to assist with identifying and locating vehicles wanted or in connections with investigations. They will also purchase other equipment for their Patrol Division, such as hearing protection.

OWNERSHIP

The City of Jackson and Jackson County have both seen great success with using this technology to advance law enforcement's goals of investigating crimes and locating wanted subjects and vehicles. It is important to continue the use of the license plate readers for future successes, and to best serve the citizens of the Jackson community.

SOLUTION

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases.

FACILITATE IMPLEMENTATION

I recommend scheduling a Public Hearing at the September 8, 2026, City Council meeting.



CITY COUNCIL MEETING MINUTES

18 August 2026

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by Sixth Ward Councilmember Will Forgrave.

ROLL CALL:

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

Absent: Vice Mayor/Second Ward Councilmember Freddie Dancy

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Police Chief Chris Simpson, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. Special Olympic Proclamations

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

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

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

PUBLIC HEARINGS:

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

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to open the public hearing on the Ganson Street Corridor Safety Improvements from Mechanic Street to Horton Street. Vote was done by voice with all in favor. Motion carried.

Comments were received.

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

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

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

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

B. Appointment to the Downtown Development Authority

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

C. Receive the attached letters from the Environmental Commission

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

E. Special Event Application: Grand River Annual Cleanup

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

F. Special Event Application: Jackson High Homecoming 2026

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

G. Special Event Application: Public Rosary

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

H. Special Event Application: Jackson High Pathways Community Outreach

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

I. Engineer's Report — Page Avenue (street resurfacing)

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

J. Engineer's Report — East Washington Avenue (street reconstruction)

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

K. Engineer's Report — Elm Avenue (pavement reconstruction)

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

L. Engineer's Report — Morell Street (street reconstruction)

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

M. MLCC Local Government Notification – Full Throttle LLC

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

N. MLCC Local Government Notification – Aldous Tavern, Inc.

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

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

OTHER BUSINESS:

A. Ordinance No. 2026-03

Recommendation: *Approve the second reading and final adoption of Ordinance No. 2026-03 amending Chapter 17 of the City Code to prohibit the storage of unattended and excess personal property in public right of ways, sidewalks, and parks.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the second reading and final adoption of Ordinance No. 2026-03 amending Chapter 17 of the City Code to prohibit the storage of unattended and excess personal property in public right of ways, sidewalks, and parks.

City Attorney Matthew Hagerty provided Council an overview of the changes made to the proposed ordinance from the original version.

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to postpone until the next meeting. Vote -Yeas: Mayor Mahoney, Councilmembers Robinson, Wood, and Forgrave (4). Nays: Councilmembers Gunn and Hunt (2). Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to take a 10-minute recess. Vote was done by voice with all in favor. Motion carried.

Council recessed from 8:17 p.m. until 8:27 p.m.

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to return from recess. Vote was done by voice with all in favor. Motion carried.

NEW BUSINESS:

A. Resolution — Planning and Zoning Fee Schedule

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

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve updates to the planning and zoning fee schedule, including fee updates for variance applications, requests for rezoning, and zoning/permitting requests, and establish fees for various Brownfield activities; approve the resolution authorizing such fees, authorize the zoning administrator to create and update forms as needed, and further authorize the City Manager and City Attorney to make minor modifications as needed. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

B. 2026-2030 POLC Labor Agreement Draft

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Hunt to approve the 2026-2030 draft Labor Agreement between the City of Jackson and the POLC Non-Supervisory (NS) Unit Jackson Division. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

C. Purchase — Freightliner Manitex Crane Truck

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

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the City of Jackson Water Treatment Plant's purchase of a Freightliner Manitex Crane Truck, through Mi Deal contract number 240000000095, in the amount of \$395,846.00 to be paid via fund 402-591-000-981.000, approved in the 2026/2027 budget and authorize the City Manager and the Director of Public Works to execute the appropriate documents. Vote –

Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Gunn, seconded by Councilmember Hunt to approve Change Order 2 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract with Five-Star Energy Services, LLC in the decreased amount of \$363,680.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

E. Change Order 1 – Pearl Loop Transmission Main Contract

Recommendation: *Approve Change Order 1 to the Pearl Loop Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of \$1,972,113.48 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

Motion was made by Councilmember Gunn, seconded by Councilmember Robinson to approve Change Order 1 to the Pearl Loop Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of \$1,972,113.48 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

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

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

Motion was made by Councilmember Hunt, seconded by Councilmember Gunn to approve Change Order 1 to the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street with Merlo Construction Company, Inc. in the decreased amount of \$114,470.00 to balance contract

quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

G. Change Order 1 – Health District Street Lighting Contract

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

Motion was made by Councilmember Gunn, seconded by Councilmember Robinson to approve Change Order 1 to the Health District Street Lighting contract with J. Ranck Electric, Inc. in the decreased amount of \$16,521.88 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

H. Change Order 1 – Hupp-Morrell Transmission Main Contract

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

Motion was made by Councilmember Hunt, seconded by Councilmember Robinson to approve Change Order 1 to the Hupp-Morrell Transmission Main contract with Dunigan Bros., Inc. in the decreased amount of \$316,483.82 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document. Vote – Yeas: Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (6). Nays: none. Motion carried.

I. Change Order 1 – Bloomfield Boulevard Resurfacing Contract

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

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

Recommendation: *Approve Change Order 1 to the East Ganson Street Water Service Replacements contract with Super Construction, LLC in the increased amount of \$34,071.20 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

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

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

CITY COUNCILMEMBER’S COMMENTS:

Mayor Mahoney, Councilmembers Robinson, Gunn, Wood, and Hunt offered comments. Councilmember Forgrave declined to offer comments.

MANAGER’S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Wood. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 9:11 p.m.



City of Jackson, Michigan Financial Statements

As of and For the One Month Ended July 31, 2026

Unaudited

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EXPENDITURE SUMMARY

	26-27 Original Budget	26-27 Amended Budget	Activity For 7/31/2026	YTD Balance 7/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
FUND TYPE/FUND NAME						
GENERAL FUND						
101 GENERAL FUND						
101-000 CITY COUNCIL	118,984	118,984	7,670	7,670	6.45	111,314
103-000 CHARTER REVIEW COMMITTEE	2,500	2,500	-	-	-	2,500
172-000 CITY MANAGER	588,073	588,073	36,821	36,821	6.26	551,252
191-000 FINANCE	791,601	791,601	37,012	37,012	4.68	754,589
215-000 CITY CLERK	402,402	402,402	21,329	21,329	5.30	381,073
228-000 MANAGEMENT INFORMATION SYSTEMS	476,483	476,483	19,379	19,379	4.07	457,104
233-000 PURCHASING	150,391	150,391	61,099	61,099	40.63	89,292
253-000 CITY TREASURER	387,947	387,947	21,653	21,653	5.58	366,294
254-000 INCOME TAX ADMINISTRATION	308,672	308,672	12,714	12,714	4.12	295,958
257-000 CITY ASSESSOR	605,757	605,757	34,042	34,042	5.62	571,715
262-000 CITY CLERK-ELECTIONS	408,601	408,601	4,887	4,887	1.20	403,714
265-000 CITY HALL AND GROUNDS	918,693	918,693	40,581	40,581	4.42	878,112
266-000 CITY ATTORNEY	946,598	946,598	59,206	59,206	6.25	887,392
270-000 PERSONNEL	609,768	609,768	21,823	21,823	3.58	587,945
278-000 UNALLOCATED	947,376	947,376	35,203	35,203	3.72	912,173
299-000 ADMINISTRATIVE HEARINGS BUREAU	230,990	230,990	7,560	7,560	3.27	223,430
301-000 POLICE	12,884,447	12,884,447	743,251	743,251	5.77	12,141,196
311-225 OSHP GRANT	7,165	7,165	-	-	-	7,165
320-000 CONSORTIUM TRAINING	85,000	85,000	-	-	-	85,000
321-000 MCOLES TRAINING PA302	20,000	20,000	-	-	-	20,000
322-000 MCOLES TRAINING CPE	60,000	60,000	3,863	3,863	6.44	56,137
340-000 FIRE SUPPRESSION	6,968,650	6,968,650	443,863	443,863	6.37	6,524,787
350-000 PUBLIC SAFETY-UNALLOCATED	1,951,347	1,951,347	178,537	178,537	9.15	1,772,810
442-000 FORESTRY	607,616	607,616	61,387	61,387	10.10	546,229
444-000 SIDEWALK CONSTRUCTION	66,341	66,341	2,572	2,572	3.88	63,769
445-000 DRAINS AT LARGE	78,632	78,632	7,203	7,203	9.16	71,429
450-000 STREET LIGHTING	758,766	758,766	9,804	9,804	1.29	748,962
455-000 WEED CONTROL	102,334	102,334	7,218	7,218	7.05	95,116
465-000 GROUNDS MAINTENANCE	468,807	468,807	10,233	10,233	2.18	458,574
567-000 CEMETERIES	486,395	486,395	31,031	31,031	6.38	455,364
571-000 TAX PROPERTY MAINTENANCE	191,232	191,232	18,216	18,216	9.53	173,016
572-000 CIVIC AFFAIRS	212,769	212,769	3,790	3,790	1.78	208,979
701-000 PLANNING	352,800	352,800	11,959	11,959	3.39	340,841
728-000 ECONOMIC DEVELOPMENT	1,700,000	1,700,000	82,448	82,448	4.85	1,617,552
752-000 PARKS, RECREATION & GROUNDS ADMIN.	271,206	271,206	30,962	30,962	11.42	240,244
758-000 LT. NIXON MEMORIAL POOL	250,100	250,100	41,360	41,360	16.54	208,740
771-000 PARKS & FACILITIES MAINTENANCE	1,274,700	1,274,700	92,626	92,626	7.27	1,182,074
776-000 CITY CENTER (FKA MASONIC TEMPLE)	260,421	260,421	15,825	15,825	6.08	244,596
803-000 HISTORICAL DISTRICT	16,154	16,154	807	807	5.00	15,347
806-000 DIVERSITY, EQUITY & INCLUSION	444,584	444,584	19,319	19,319	4.35	425,265
965-000 CONTRIBUTIONS TO OTHER FUNDS	1,134,869	1,134,869	-	-	-	1,134,869
101 GENERAL FUND TOTAL	38,549,171	38,549,171	2,237,253	2,237,253	5.80	36,311,918
 102 BUDGET STABILIZATION FUND	 50,000	 50,000	 -	 -	 -	 50,000
GENERAL FUND TOTAL	38,599,171	38,599,171	2,237,253	2,237,253	5.80	36,361,918
 PERMANENT FUNDS						
151 CEMETERY PERPETUAL MAINTENANCE FUND	86,000	86,000	-	-	-	86,000
155 ELLA W. SHARP PARK ENDOWMENT FUND	37,225	37,225	-	-	-	37,225
160 LLOYD E. MOUNT ENDOWMENT FUND	8,010	8,010	-	-	-	8,010
PERMANENT FUNDS TOTAL	131,235	131,235	-	-	-	131,235

	26-27 Original Budget	26-27 Amended Budget	Activity For 7/31/2026	YTD Balance 7/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
SPECIAL REVENUE FUNDS						
202 MAJOR STREET FUND	11,864,086	11,864,086	66,526	66,526	0.56	11,797,560
203 LOCAL STREET FUND	1,634,481	1,634,481	33,885	33,885	2.07	1,600,596
208 ELLA W. SHARP PARK OPERATING FUND	1,258,899	1,258,899	86,984	86,984	6.91	1,171,915
213 OPIOID SETTLEMENT FUND	275,150	275,150	-	-	-	275,150
218 AFFORDABLE HOUSING FUND	1,058,346	1,058,346	25,776	25,776	2.44	1,032,570
245 PUBLIC IMPROVEMENT FUND	1,601,464	1,601,464	-	-	-	1,601,464
249 BUILDING DEPARTMENT FUND	717,379	717,379	26,080	26,080	3.64	691,299
251 HOUSING CODE ENFORCEMENT FUND	1,430,797	1,430,797	48,497	48,497	3.39	1,382,300
252 BUILDING DEMOLITIONS FUND	424,270	424,270	80,258	80,258	18.92	344,012
265 DRUG LAW ENFORCEMENT FUND	36,745	36,745	1,341	1,341	3.65	35,404
273 PROJECT SAFE NEIGHBORHOOD FUND	106,343	106,343	19,539	19,539	18.37	86,804
280 HOUSING STABILITY FUND	560,000	560,000	-	-	-	560,000
295 SPECIAL ASSESSMENT RELIEF	300,000	300,000	-	-	-	300,000
296 RECREATION ACTIVITY FUND	550,000	550,000	187,131	187,131	34.02	362,869
297 RECREATION MILLAGE FUND	1,135,295	1,135,295	4,028	4,028	0.35	1,131,267
SPECIAL REVENUE FUNDS TOTAL	22,953,255	22,953,255	580,045	580,045	2.53	22,373,210
DEBT SERVICE FUNDS						
308 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,552	223,552	-	-	-	223,552
352 2017 MTF BONDS DEBT SERVICE FUND	760,435	760,435	-	-	-	760,435
353 2024 MTF BONDS DEBT SERVICE FUND	472,750	472,750	500	500	0.11	472,250
367 2021 CITY HALL REFUNDING DEBT SERVICE FUND	787,722	787,722	-	-	-	787,722
388 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,116,005	1,116,005	-	-	-	1,116,005
389 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,889,592	1,889,592	-	-	-	1,889,592
391 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	-	-	-	38,593
395 2019 DDA TIF REFUNDING DEBT SERVICE FUND	1,394,741	1,394,741	-	-	-	1,394,741
DEBT SERVICE FUNDS TOTAL	6,683,390	6,683,390	500	500	0.01	6,682,890
CAPITAL PROJECTS FUNDS						
401 CAPITAL PROJECTS FUND	50,000	50,000	2,085	2,085	4.17	47,915
402 WATER EQUIPMENT & REPLACEMENT FUND	11,764,614	11,764,614	66,841	66,841	0.57	11,697,773
403 LEAD SERVICE LINE REPLACEMENT FUND	1,447,691	1,447,691	204,605	204,605	14.13	1,243,086
404 DPS SANITARY SEWER MAINTENANCE FUND	311,895	311,895	21,409	21,409	6.86	290,486
405 SANITARY SEWER REPLACEMENT FUND	2,233,810	2,233,810	126,709	126,709	5.67	2,107,101
406 WASTEWATER EQUIPMENT REPLACEMENT FUND	11,122,204	11,122,204	5,226	5,226	0.05	11,116,978
407 2022 SEWER SYSTEM PROJECT CONSTRUCTION FUND	-	-	-	-	-	-
409 2023 WATER SYSTEM PROJECT CONSTRUCTION FUND	-	-	225,460	225,460	-	(225,460) <i>Note 2</i>
418 2026 WATER SYSTEM PROJECT CONSTRUCTION FUND	4,007,700	4,007,700	-	-	-	4,007,700
427 2026 CAPITAL IMPROVEMENT BOND CONSTRUCTION FUND	13,024,722	13,024,722	-	-	-	13,024,722
488 MLK CORRIDOR IMP. AUTHORITY FUND	2,598,127	2,598,127	366,855	366,855	14.12	2,231,272
489 BROWNFIELD REDEVELOPMENT FUND	2,368,506	2,368,506	801	801	0.03	2,367,705
494 DDA PROJECT FUND	1,644,741	1,644,741	-	-	-	1,644,741
CAPITAL PROJECTS FUNDS TOTAL	50,574,010	50,574,010	1,019,991	1,019,991	2.02	49,554,019
ENTERPRISE FUNDS						
514 AUTO PARKING SYSTEM FUND	245,972	245,972	-	-	-	245,972
518 PARKING ASSESSMENT FUND	511,891	511,891	8,691	8,691	1.70	503,200
519 COOPER/FRANCIS PARKING DECKS FUND	298,894	298,894	189	189	0.06	298,705
590 SEWER FUND	11,951,193	11,951,193	501,836	501,836	4.20	11,449,357
591 WATER FUND	23,948,057	23,948,057	933,828	933,828	3.90	23,014,229
ENTERPRISE FUNDS TOTAL	36,956,007	36,956,007	1,444,544	1,444,544	3.91	35,511,463
INTERNAL SERVICE FUNDS						
641 PUBLIC ADMINISTRATION FUND	1,069,425	1,069,425	36,170	36,170	3.38	1,033,255
642 ENGINEERING ADMINISTRATION FUND	430,362	430,362	(931)	(931)	(0.22)	431,293
643 LOCAL SITE REMEDIATION REVOLVING FUND	20,000	20,000	2,172	2,172	10.86	17,828
661 MOTOR POOL & GARAGE FND	2,405,930	2,405,930	96,952	96,952	4.03	2,308,978
676 WORKERS COMPENSATION FUND	250,100	250,100	5,840	5,840	2.34	244,260
677 SELF-INSURED HEALTHCARE FUND	6,513,000	6,513,000	505,060	505,060	7.75	6,007,940
INTERNAL SERVICE FUNDS TOTAL	10,688,817	10,688,817	645,263	645,263	6.04	10,043,554

	26-27 Original Budget	26-27 Amended Budget	Activity For 7/31/2026	YTD Balance 7/31/2026	% Bdgt Used	Variance - Favorable/ (Unfavorable)
CUSTODIAL FUND						
703 COUNTY & SCHOOL TAX FUND	34,010,000	34,010,000	-	-	-	34,010,000
PENSION TRUST FUNDS						
731 EMPLOYEES RETIREMENT FUND	4,525,000	4,525,000	421,746	421,746	9.32	4,103,254
732 POLICE & FIRE PENSION FUND	406,420	406,420	28,729	28,729	7.07	377,691
734 POLICE & FIRE ACT 345 PENSION FUND	6,060,000	6,060,000	33,916	33,916	0.56	6,026,084
736 PUBLIC EMPLOYEE HEALTHCARE FUND	15,000	15,000	-	-	-	15,000
PENSION TRUST FUNDS TOTAL	11,006,420	11,006,420	484,391	484,391	4.40	10,522,029
SPECIAL ASSESSMENTS FUNDS						
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE FUND	161,538	161,538	-	-	-	161,538
895 SPECIAL ASSESSMENT FUND	1,052,303	1,052,303	-	-	-	1,052,303
SPECIAL ASSESSMENTS FUNDS TOTAL	1,213,841	1,213,841	-	-	-	1,213,841

REVENUE SUMMARY

	26-27 Original Budget	26-27 Amended Budget	Activity For 7/31/2026	YTD Balance 7/31/2026	% Bdgt Used
FUND TYPE/FUND NAME					
101 GENERAL FUND					
PROPERTY TAXES	11,600,444	11,600,444	878,477	878,477	7.57
INCOME TAXES	11,800,000	11,800,000	2,298,563	2,298,563	19.48
STATE REVENUE SHARING	5,677,488	5,677,488	-	-	-
FEDERAL GRANTS	140,501	140,501	340	340	0.24
STATE GRANTS	1,662,000	1,662,000	202,615	202,615	12.19
CHARGES FOR GOODS AND SERVICES	1,491,825	1,491,825	34,905	34,905	2.34
FINES AND FORFEITS	330,400	330,400	34,066	34,066	10.31
INVESTMENT INCOME	660,000	660,000	4,744	4,744	0.72
MISCELLANEOUS	203,908	203,908	23,372	23,372	11.46
CONTRIBUTIONS FROM OTHER FUNDS	787,000	787,000	919	919	0.12
LICENSES AND PERMITS	256,515	256,515	(37,367)	(37,367)	(14.57)
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	136	136	1.09
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,000	30,000	8,025	8,025	26.75
GENERAL FUND TOTAL	34,652,581	34,652,581	3,448,795	3,448,795	9.95
CONSOLIDATED WITH GENERAL FUND					
102 BUDGET STABILIZATION	50,000	50,000	-	-	-
ALL OTHER FUNDS					
PERMANENT FUNDS					
151 CEMETERY PERPETUAL MAINTENANCE	111,000	111,000	-	-	-
155 ELLA W. SHARP ENDOWMENT	37,225	37,225	-	-	-
160 LLOYD E. MOUNT ENDOWMENT	8,010	8,010	-	-	-
PERMANENT FUNDS TOTAL	156,235	156,235	-	-	-
SPECIAL REVENUE FUNDS					
202 MAJOR STREET	11,587,626	11,587,626	20,190	20,190	0.17
203 LOCAL STREET	1,241,000	1,241,000	6,730	6,730	0.54
208 ELLA W. SHARP PARK OPERATING	1,251,835	1,251,835	-	0	-
213 OPIOID SETTLEMENT	204,024	204,024	62,991	62,991	30.87
218 AFFORDABLE HOUSING	1,058,346	1,058,346	-	0	-
245 PUBLIC IMPROVEMENT	1,635,000	1,635,000	144,016	144,016	8.81
249 BUILDING DEPARTMENT	598,000	598,000	78,261	78,261	13.09
251 HOUSING CODE ENFORCEMENT	1,152,000	1,152,000	63,061	63,061	5.47
252 BUILDING DEMOLITIONS	108,000	108,000	-	0	-
265 DRUG LAW ENFORCEMENT	25,000	25,000	-	0	-
273 PROJECT SAFE NEIGHBORHOOD	106,343	106,343	24,029	24,029	22.60
280 HOUSING STABILITY	560,000	560,000	-	-	-
295 SPECIAL ASSESSMENT RELIEF	510,000	510,000	-	-	-
296 RECREATION ACTIVITY	570,000	570,000	38,406	38,406	6.74
297 RECREATION MILLAGE	1,220,000	1,220,000	0	0	-
SPECIAL REVENUE FUNDS TOTAL	21,827,174	21,827,174	437,684	437,684	2.01
DEBT SERVICE FUNDS					
308 2020 CAPITAL IMP BONDS DEBT SERVICE	223,552	223,552	-	0	-
352 2017 MTF BONDS DEBT SERVICE	760,435	760,435	-	0	-
353 2024 MTF BONDS DEBT SERVICE	472,750	472,750	500	500	0.11
367 2021 CITY HALL REING DEBT SERVICE	623,000	623,000	50,766	50,766	8.15
388 2026 REING BONDS DEBT SERVICE	1,116,005	1,116,005	1	1	-
389 2017 BRA TIF REFUNDING DEBT SERVICE	1,889,592	1,889,592	-	0	-
391 2021 BRA TIF REFUNDING DEBT SERVICE	38,593	38,593	-	0	-
395 2019 DDA TIF REFUNDING DEBT SERVICE	1,394,741	1,394,741	-	0	-
DEBT SERVICE FUNDS TOTAL	6,518,668	6,518,668	51,267	51,267	0.79

	26-27 Original Budget	26-27 Amended Budget	Activity For 7/31/2026	YTD Balance 7/31/2026	% Bdgt Used
CAPITAL PROJECT FUNDS					
401 CAPITAL PROJECTS	78,520	78,520	-	0	-
402 WATER EQUIPMENT & REPLACEMENT	10,537,305	10,537,305	533,767	533,767	5.07
403 LEAD SERVICE LINE REPLACEMENT	540,137	540,137	14,750	14,750	2.73
404 DPS SANITARY SEWER MAINTENANCE	311,895	311,895	24,962	24,962	8.00
405 SANITARY SEWER REPLACEMENT	1,399,842	1,399,842	111,691	111,691	7.98
406 WASTEWATER EQUIPMENT REPLACEMENT	10,431,258	10,431,258	28,652	28,652	0.27
409 2023 WATER SYSTEM PROJECT CONSTRUCTION	-	-	-	0	-
418 2026 WATER SYSTEM PROJECT CONSTRUCTION	4,007,700	4,007,700	-	0	-
427 2026 CAPITAL IMPROVEMENTS BOND CONSTRUCTION	-	-	-	0	-
488 MLK CORRIDOR IMPROVEMENT AUTHORITY	2,598,127	2,598,127	-	0	-
489 BROWNFIELD REDEVELOPMENT	1,766,689	1,766,689	-	0	-
494 DDA PROJECT	2,320,100	2,320,100	-	0	-
CAPITAL PROJECT FUNDS TOTAL	33,991,573	33,991,573	713,822	713,822	2.10
ENTERPRISE FUNDS					
514 AUTO PARKING SYSTEM	123,817	123,817	-	0	-
518 PARKING ASSESSMENT	533,000	533,000	37,389	37,389	7.01
519 COOPER/FRANCIS PARKING DECKS	15,000	15,000	-	0	-
590 SEWER	10,749,336	10,749,336	601,963	601,963	5.60
591 WATER	21,924,161	21,924,161	1,883,541	1,883,541	8.59
ENTERPRISE FUNDS TOTAL	33,345,314	33,345,314	2,522,893	2,522,893	7.57
INTERNAL SERVICE FUNDS					
641 PUBLIC WORKS ADMINISTRATION	765,010	765,010	76,133	76,133	9.95
642 ENGINEERING ADMINISTRATION	473,997	473,997	26,006	26,006	5.49
643 LOCAL SITE REMEDIATION REVOLVING	92,287	92,287	-	0	-
661 MOTOR POOL & GARAGE	1,576,381	1,576,381	172,720	172,720	10.96
676 WORKERS COMPENSATION	205,000	205,000	15,632	15,632	7.63
677 SELF-INSURED HEALTHCARE	7,725,000	7,725,000	513,873	513,873	6.65
INTERNAL SERVICE FUNDS TOTAL	10,837,675	10,837,675	804,364	804,364	7.42
CUSTODIAL FUNDS					
703 COUNTY & SCHOOL TAX	34,010,000	34,010,000	13,006	13,006	0.04
PENSION TRUST FUNDS					
731 EMPLOYEES RETIREMENT SYSTEM	5,785,475	5,785,475	(136,330)	(136,330)	(2.36)
732 POLICE & FIRE PENSION	139,292	139,292	(17,479)	(17,479)	(12.55)
734 POLICE & FIRE ACT 345	10,775,317	10,775,317	371,016	371,016	3.44
736 PUBLIC EMPLOYEE HEALTH CARE	280,000	280,000	-	0	-
PENSION TRUST FUNDS TOTAL	16,980,084	16,980,084	217,207	217,207	1.28
SPECIAL ASSESSMENT FUNDS					
852 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	161,538	161,538	-	0	-
895 SPECIAL ASSESSMENT	1,155,765	1,155,765	1	1	-
SPECIAL ASSESSMENT FUNDS TOTAL	1,317,303	1,317,303	1	1	-

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

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



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: Special Event Application: Big Miles for Little Smiles 5k

Recommendation:

Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles 5k on October 18, 2026, in Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Big Miles for Little Smiles 5k.

I recommend approval of the Special Event Application for the Big Miles for Little Smiles 5k. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: September 8, 2026

RECOMMENDATION: Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles 5k on October 18, 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		\$1,500.00
		TOTAL	\$1,500.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Ella Sharp Park, Road Closure S. Oakwood Drive, Maplewood Drive, Elmdale Drive, and Birchwood Drive

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles 5k on October 18, 2026, in Jackson.

ATTACHMENTS

- 1. SEA-Big Miles for Little Smiles 5K



By:	Date:
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☒ **Level 1: \$75 (0-1 city resources)**

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

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

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

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

☒ **Insurance documentation for sponsoring organization**

☒ **Event Map** –Please indicate the location of all items (see page 4 for detailed information needed)

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

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

☐ **Carnival Ride Permit** (if applicable)

☐ **Insurance documentation for all vendors** (if applicable)

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

☒ Applicant Information

EVENT NAME: **Big Miles for Little Smiles 5K**

Sponsoring Organization Legal Name : **Big Brothers Big Sisters of Jackson County**

Street Address : **127 W. Wesley Street, Jackson, MI 49201**

Tax ID# : **38-2221204**

Website : **<https://www.bbbsjackson.org/>**

Contact Name 1 : **Tony Hollow**

Email: **thollow@bbbsjackson.org**

Phone: **(517) 937-0958**

Contact Name 2 : **Cori Dekarske**

Email: **corin.dekarske@qbasa.com**

Phone: **(517) 784-7181**

Contact Name/Phone# During Event:

☒ Event Details

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

October 18th, 2026

7:30 am

9:00 am

10:30 am

11:00 am

Has this event occurred before? ☒ Yes

No

If yes, how many previous years? **3**

What is the expected attendance? **150**

Do you expect to do this event next year?

☒ Yes

No

☐ Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☒ Walk/Run*

☐ Other

***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

See attachment



Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion



Ella Sharp Park

*requires Ella Sharp Board approval

Other Location



Requested Street Closure(s)

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

Street Name: S. Oakwood Drive

Cross Street 1: Stonewall Road

Cross Street 2: E. Hickory Avenue

Closure Start Date: 10/18/2026

Time: 7:15 am

Closure End Date: 10/18/2026

Time: 11:00 am

Street Name: Maplewood Drive

Cross Street 1: S. Oakwood Drive

Cross Street 2: Probert Road

Closure Start Date: 10/18/2026

Time: 7:15 am

Closure End Date: 10/18/2026

Time: 11:00 am

Street Name: Elmdale Drive

Cross Street 1: E. Hickory Avenue

Cross Street 2: S. Jackson Street

Closure Start Date: 10/18/2026

Time: 7:15 am

Closure End Date: 10/18/2026

Time: 11:00 am

Street Name: Birchwood Drive

Cross Street 1: Elmdale Drive

Cross Street 2: Maplewood Drive

Closure Start Date: 10/18/2026

Time: 7:15 am

Closure End Date: 10/18/2026

Time: 11:00 am

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? To be Determined - 5 Minimum

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

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

Additional Notes:

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



Waste Management Plan

Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:



Other City Resource Requests

*Include all extra resources on map

Electrical Power: Do you need electrical power?

Yes



No

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

If yes, what?

Will you have food trucks?

Please add food truck names and locations on the map.

Yes



No

If yes, how many food trucks do you anticipate?

Using generators?

Yes



No

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

Yes

No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes



No

If yes, how many?

Using generators?

Yes



No

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

Yes

No

If yes, how many?

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

Yes



No

If yes, what?

Using generators?

Yes



No

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

Yes

No

If yes, how many?

Other electrical power needed?

Yes



No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes



No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes



No

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

Police Department: Do you require police assistance?

Yes



No

If yes, please explain:

Alcohol Sales:

Yes



No

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

Cannabis Consumption Area:

Yes



No

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

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

Insurance Type	Requirements
Certificate of Liability Insurance (MUST also be provided by all vendors)	- 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:**

We will also be setting up a table with basic refreshments: Bottled water, individually packaged granola bars, etc. Nothing that will require any special provisions or power considerations. We will mark this on the map as well.

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

Special Event Application Policy

Additional charges may incur if policies are broken.

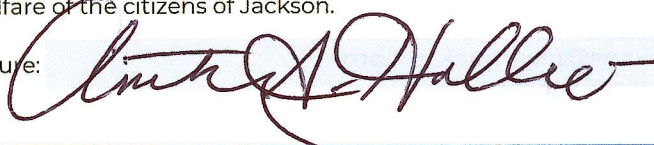
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.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

Special Event Application

Certification and Signature

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

Signature:



Date:

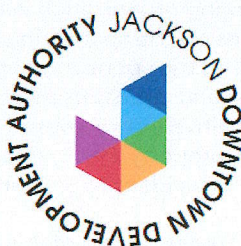
6-26-26

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 responsibility 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 accommodate 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.

CITY OF
JACKSON
MICHIGAN



Questions?

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

VENDOR & PARTICIPANT GUIDELINES CITY OF JACKSON

INCLUDES ANY CITY PROPERTY
PARKS - STREETS - SIDEWALKS - PARKING LOTS - PAVILIONS

- 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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2025

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 John L. Kirby & Associates, Inc. 4196 Herschel Street Jacksonville FL 32210	CONTACT NAME: John L Kirby PHONE (A/C, No, Ext): (904) 387-9798 E-MAIL ADDRESS: alison@jlkirby.com FAX (A/C, No): (907) 387-9270
INSURED Big Brothers Big Sisters of Jackson County, Inc. 127 West Wesley Street Jackson MI 49201 (517) 784-7181	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Assurance Compa INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26344

COVERAGES

AB

CERTIFICATE NUMBER: Cert ID 7957 (2)

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MAC1138032 11	08/28/2025	08/28/2026	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			MAC1138032 11	08/28/2025	08/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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 \$
A	Professional Liability Abuse/Molestation			MAC1138032 11	08/28/2025	08/28/2026	Claim Made Form Any One Incident \$ 1,000,000 Aggregate Limit \$ 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Jackson and Jackson Downtown Development Authority 161 West Michigan Avenue Jackson MI 49201	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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Event Description

We're thrilled to invite you to participate in our 4th Annual 5K run/walk, Big Miles for Little Smiles, hosted by Big Brothers Big Sisters of Jackson County, on October 18th, 2026! This family-friendly event will take place at Ella Sharp Park, and we can't wait for you to join us for a day of fun, fitness, and community spirit.

The race course is a scenic 5K (3.1 miles) that winds through the beautiful Ella Sharp Park in Jackson, Michigan. Whether you're an experienced runner or just starting out, this race is perfect for you!

But this race is about more than just physical fitness. We're proud to support Big Brothers Big Sisters of Jackson County, a nonprofit organization that has been helping children and youth reach their full potential for over a century. All proceeds from the race will go directly to Big Brothers Big Sisters of Jackson County to support their mission of providing positive adult role models to children who need them most.

By participating in this race, you'll be helping to make a difference in the lives of children and youth in our community. So gather your friends and family, lace up your running shoes, and join us for a day of fun and community spirit while supporting an important cause. Register today and be a part of this amazing event!





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: Special Event Application: ORS Oktoberfest Race

Recommendation:

Approve a request from Orthopaedic Rehab Specialists to host the ORS Oktoberfest Race on October 3rd, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the ORS Oktoberfest Race.

I recommend approval of the Special Event Application for the ORS Oktoberfest Race. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: September 8, 2026

RECOMMENDATION: Approve a request from Orthopaedic Rehab Specialists to host the ORS Oktoberfest Race on October 3rd, 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		\$500.00
Public Works	X		\$800.00
		TOTAL	\$1,300.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Power at Grand River Pavilion, Road Closure on Louis Glick Highway, Jackson Police Department assistance

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Orthopaedic Rehab Specialists to host the ORS Oktoberfest Race on October 3rd, 2026, in downtown Jackson.

ATTACHMENTS

- 1. SEA-ORS Oktoberfest Race



By:	Date:
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: **ORS Oktoberfest Race**

Sponsoring Organization Legal Name : **Orthopaedic Rehab Specialists**

Street Address : **3073 Shirley Dr Jackson, MI 49201**

Tax ID# :

Website : **www.orsmi.com**

Contact Name 1 : **Bekah Nyssen**

Email: **bekah@orsmi.com**

Phone: **517-392-6507**

Contact Name 2 : **Brady Harre**

Email: **bradypt@orsmi.com**

Phone:

Contact Name/Phone# During Event: **Bekah Nyssen 517-392-6507**

Event Details

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

10/03/2026

06:30 AM

08:30 AM

10:30 AM

11:00 AM

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? **5+**

What is the expected attendance? **180**

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

The ORS Oktoberfest is a 10K, 5K, and Kids running/walking event to raise money for Habitat for Humanity of Jackson County. This longstanding tradition has always been held in the beauty of downtown Jackson and supports non-profits that in turn support our community. The first race starts at 9am. To register go to www.orsraceseries.com.

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

Parking lot at Grand River Farmers Market

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: Louis Glick Highway

Cross Street 1: Mechanic St

Cross Street 2: Jackson St

Closure Start Date: 10/3/2026

Time: 08:00 AM

Closure End Date: 10/3/2026

Time: 10:30 AM

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? 4 restrooms including ADA

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

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

Additional Notes: Kristina Nye GM at Grand River approved use of their restrooms starting at 8am

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? [Pop up trash cans and we will handle disposal](#)

Service Provider: Who is responsible for waste removal (name/contact)? [Bekah Nyssen](#)

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? [ORS Volunteers](#)

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? [One plug if available near the GR farmers market](#)

Will you have food trucks?
Please add food truck names and locations on the map.

Yes ☒ No ☐ If yes, how many food trucks do you anticipate?

Using generators? ☒ Yes ☐ No

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

Yes ☒ No ☐ If yes, how many?

Will you have Vendors/ Other food on site?

Yes ☒ No ☐ If yes, how many?

Using generators? ☒ Yes ☐ No

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

Yes ☐ No ☐ If yes, how many?

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

Yes ☒ No ☐ If yes, what?

Using generators? ☐ Yes ☐ No

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

Yes ☐ No ☐ If yes, how many?

Other electrical power needed?

Yes ☐ No ☐ If yes, what?

Wattage needed: [1,000](#)

Number of plug-ins needed: [1](#)

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: [Block / help navigate traffic at busy intersections](#)

Alcohol Sales:

Yes ☒ No ☐

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

Cannabis Consumption Area:

Yes ☒ No ☐

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

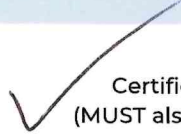
25 foot Mobile Stage

☒ Other [We did not include specific locations for emergency vehicles \(policy\) on the map because the department usually helps identify](#)

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:

Police department usually helps identify the availability of police vehicles and placement of them. We did not include them on the map but will need support.

***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

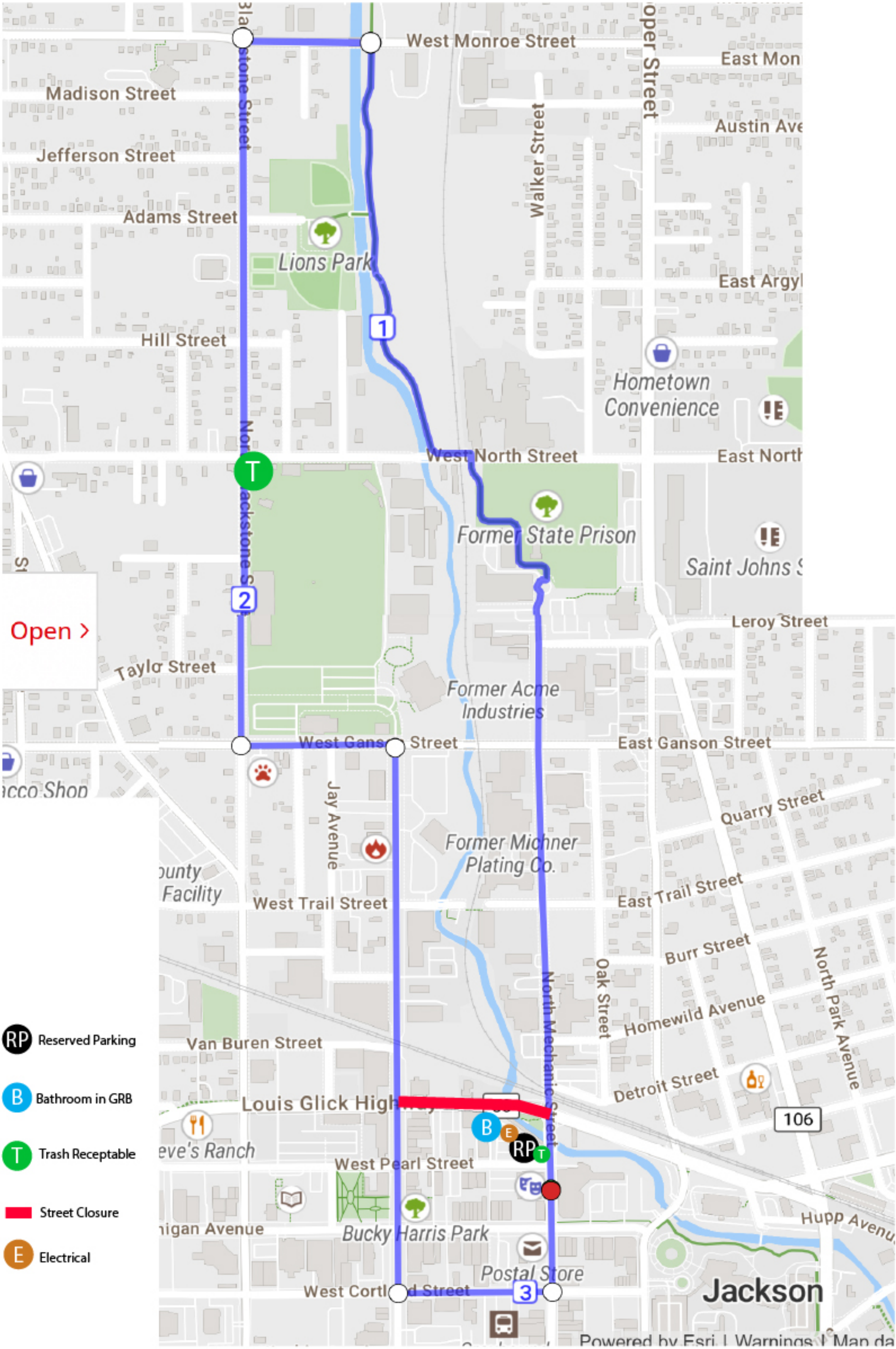
Certification and Signature

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.
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7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature:

Rebekah R Nysson

Date: 8/3/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2026

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

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PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	CONTACT NAME: Ashly Cutler PHONE (A/C, No, Ext): (517) 787-2600 E-MAIL ADDRESS: ACutler@WaltonInsuranceGroup.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Home-Owners Insurance Company INSURER B: Auto Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 26638 18988
INSURED Entrepreneurial Health Specialists P.C. Specialists II P.C. 3073 Shirley Drive Jackson MI 49201		

COVERAGES

CERTIFICATE NUMBER: CL268333400

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		06261004	09/27/2026	09/27/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-Owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			06261004	09/27/2026	09/27/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE			5253687200	09/27/2026	09/27/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A106644569	09/27/2026	09/27/2027	☒ 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 are Additional Insured for the 2026 ORS Oktoberfest 10k/5k beehing held on Saturday, October 3, 2026.

CERTIFICATE HOLDER

CANCELLATION

City of Jackson Downtown Development Authority 161 W Michigan Ave Jackson MI 49201	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 
--	--



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: Special Event Application: Race to Health

Recommendation:

Approve a request from Henry Ford Health to host the Race to Health on September 13, 2026, in Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Race to Health.

I recommend approval of the Special Event Application for the Race to Health. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: September 8, 2026

RECOMMENDATION: Approve a request from Henry Ford Health to host the Race to Health on September 13, 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		\$800.00
		TOTAL	\$800.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road Closure on South Brown Street

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Henry Ford Health to host the Race to Health on September 13, 2026, in Jackson.

ATTACHMENTS

- 1. Downtown-Jackson-Special-Event-Application



By:	Date:
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

2026 SPECIAL EVENT APPLICATION

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☒ Level 1: \$75 (0-1 city resources)

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Race to Health

Sponsoring Organization Legal Name : Henry Ford Health

Street Address : 205 N. East Ave, Jackson, Michigan 49201

Tax ID# : 38-2027689

Website :

Contact Name 1 : Nicole Hamann

Email: nhamann1@hfhs.org

Phone: (517)960-9041

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event: Nicole Hamann (517)960-9041

Event Details

Event Date(s):

September 13th 2026

Set up Time:

6am

Start Time:

8am

End Time:

10:30am

Tear Down Time:

11:00am

Has this event occurred before? ☒ Yes

No

If yes, how many previous years? 41

What is the expected attendance? 200

Do you expect to do this event next year?

☒ Yes

No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☒ Walk/Run*

☐ Other

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

Description of Event

This description will be posted on the Special Events Calendar

5k run/walk, 2 mile team relay, and kids fun run

Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

Other Location [Cascades Park](#)

Requested Street Closure(s)

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

Street Name: [South brown street](#)

Cross Street 1: [Randolph](#)

Cross Street 2: [Denton](#)

Closure Start Date: [September 13th, 2021](#) Time: [6:00 am](#)

Closure End Date: [Septemeber 13th, 2021](#) Time: [11:30am](#)

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: [Plan to utilize the bathrooms at the park](#)

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? ☒ Yes ☐ No ****All electrical lines MUST be properly covered to minimize tripping hazards****
If yes, what?

Will you have food trucks?

Please add food truck names and locations on the map.

☐ Yes ☒ No If yes, how many food trucks do you anticipate?

Using generators? ☐ Yes ☒ No Do you need to rent power boxes for the food trucks? ☐ Yes ☒ No
\$25 per box rental cost (adapters included)

If yes, how many?

Will you have Vendors/ Other food on site?

☐ Yes ☒ No If yes, how many?

Using generators? ☐ Yes ☒ No Do you need to rent power boxes? ☐ Yes ☒ No
\$25 per box rental cost (adapters included)

If yes, how many?

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

☐ Yes ☐ No If yes, what?

Using generators? ☐ Yes ☒ No Do you need to rent power boxes? ☐ Yes ☒ No
\$25 per box rental cost (adapters included)

If yes, how many?

Other electrical power needed? ☐ Yes ☒ No If yes, what?

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

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

Other

Other

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: **Nicole Hamann**

Date: **7/30/2026**

5K Run/Walk



HENRY
FORD
HEALTH®



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 8, 2026

SUBJECT: HRC Memorandum: RE: Proposed Ordinance Regarding Personal Property in the Public Rights-of-way, Sidewalks, and Parks

Recommendation:



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Doria LaPorte, Human Resources Director

DATE: September 8, 2026

RECOMMENDATION: The Human Relations Commission encourages City Council, in considering the proposed ordinance regarding personal property in public rights-of-way, sidewalks, and parks, to thoughtfully consider the ordinance's impact on individuals experiencing housing insecurity. The Commission asks City Council to keep the dignity, respect, and humanity of all members of our community at the forefront of its decision-making.

ISSUE STATEMENT

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

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

SOLUTION

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

FACILITATE IMPLEMENTATION

Restate the recommendation

ATTACHMENTS

1. HRC Letter to CC 8.20.26

MEMORANDUM

To: Mayor Daniel Mahoney and City Council Members

From: City of Jackson Human Relations Commission (HRC)

Date: August 20, 2026

Re: Proposed Ordinance Regarding Personal Property in Public Rights-of-Way, Sidewalks, and Parks

The Human Relations Commission encourages City Council, in considering the proposed ordinance regarding personal property in public rights-of-way, sidewalks, and parks, to thoughtfully consider the ordinance's impact on individuals experiencing housing insecurity. The Commission asks City Council to keep the dignity, respect, and humanity of all members of our community at the forefront of its decision-making.

Sincerely,

James Johnson Jr.

The City of Jackson Human Relations Commission

James Johnson Jr.

Chair, Human Relations Commission





MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 8, 2026

SUBJECT: Special Event Application: K105.3 Fall Fest & Chili Classic

Recommendation:

Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 26, 2026, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Fall Fest & Chili Classic.

I recommend approval of the Special Event Application for the Fall Fest & Chili Classic. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: September 8, 2026

RECOMMENDATION: Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 26, 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		\$1,500.00
		TOTAL	\$1,500.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road Closures on Michigan Ave and S. Jackson Street, electrical power requested, water at Bucky Harris requested, Police Department assistance, alcohol sales pending receipt of Liquor License

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the McKibbin Media Group to host the Fall Fest & Chili Classic on September 26, 2026, in downtown Jackson.

ATTACHMENTS

1. SEA-Fall Fest & Chili Classic-with Map



By: **M. Evans** Date: **7/14/26**

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: **K105.3 Fall Fest & Chili Classic**

Sponsoring Organization Legal Name : **McKibbin Media Group**

Street Address : **1700 Glenshire Dr., Jackson, MI 49201**

Tax ID# : **84-3217873**

Website : **www.McKibbinMediaGroup.com**

Contact Name 1 : **Ashley Smith**

Email: **asmith@k1053.com**

Phone: **517-414-1629**

Contact Name 2 : **Dennis Worden**

Email: **dworden@k1053.com**

Phone: **843-260-3074**

Contact Name/Phone# During Event: **Either person above**

Event Details

Event Date(s):

Saturday, September 26, 2026

Set up Time:

5:00 a.m.

Start Time:

12:00 Noon

End Time:

7:00 p.m.

Tear Down Time:

7 - 10 p.m.

Has this event occurred before? ☒ Yes

No If yes, how many previous years? **5**

What is the expected attendance? **5,000**

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

***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

Fall Festival with family fun and chili tasting.

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

Michigan Ave. from Hayes Ct. to Mechanic, and S. Jackson St. from Cortland to Casler's Hardware

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: Hayes Ct

Cross Street 2: Mechanic St.

Closure Start Date: 9/26/26

Time: 5 a.m.

Closure End Date:

Time:

Street Name: S. Jackson St.

Cross Street 1: Cortland

Cross Street 2: Michigan Avenue

Closure Start Date: 9/26/26

Time: 5 a.m.

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? 15 porta johns (3 banks of 5)

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 by Lean Rocket, Bucky Harris, and Tower Bic

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? ☒ Carts and dumpster provided. MMG staf will maintain

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

Reciprocals: How many bins will be provided? *Please include locations on the map ☒ 30 rolling carts and 1 10' dumpster
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? ☒ MMG event staff + volunteers

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power? ☒ Yes ☐ No ****All electrical lines MUST be properly covered to minimize tripping hazards****
If yes, what?

Will you have food trucks?

Please add food truck names and locations on the map.

☐ Yes ☒ No If yes, how many food trucks do you anticipate?

Using generators? ☒ Yes ☐ No Do you need to rent power boxes for the food trucks? ☐ Yes ☒ No
\$25 per box rental cost (adapters included)

If yes, how many?

Will you have Vendors/ Other food on site?

☒ Yes ☐ No If yes, how many? ☒ Unsure

Using generators? ☐ Yes ☒ No Do you need to rent power boxes? ☐ Yes ☒ No
\$25 per box rental cost (adapters included)

If yes, how many?

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

☒ Yes ☐ No If yes, what? ☒ Bounce house, carnival games

Using generators? ☒ Yes ☐ No Do you need to rent power boxes? ☐ Yes ☐ No
\$25 per box rental cost (adapters included)

If yes, how many?

Other electrical power needed? ☒ Yes ☐ No If yes, what? ☒ All electrical boxes avaiable within the street closure area

Wattage needed: Number of plug-ins needed:

Water: Do you need water? ☒ Yes ☐ No If yes, please indicate the needed requirement: ☒ For animals in petting zoo.

Location of where the water is needed: ☒ Bucky Harris Park

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

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

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

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

Other Requests:

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

Other

Other

Required Attachments for Application Processing

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

Insurance Type	Requirements
Certificate of Liability Insurance (MUST also be provided by all vendors)	- 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.

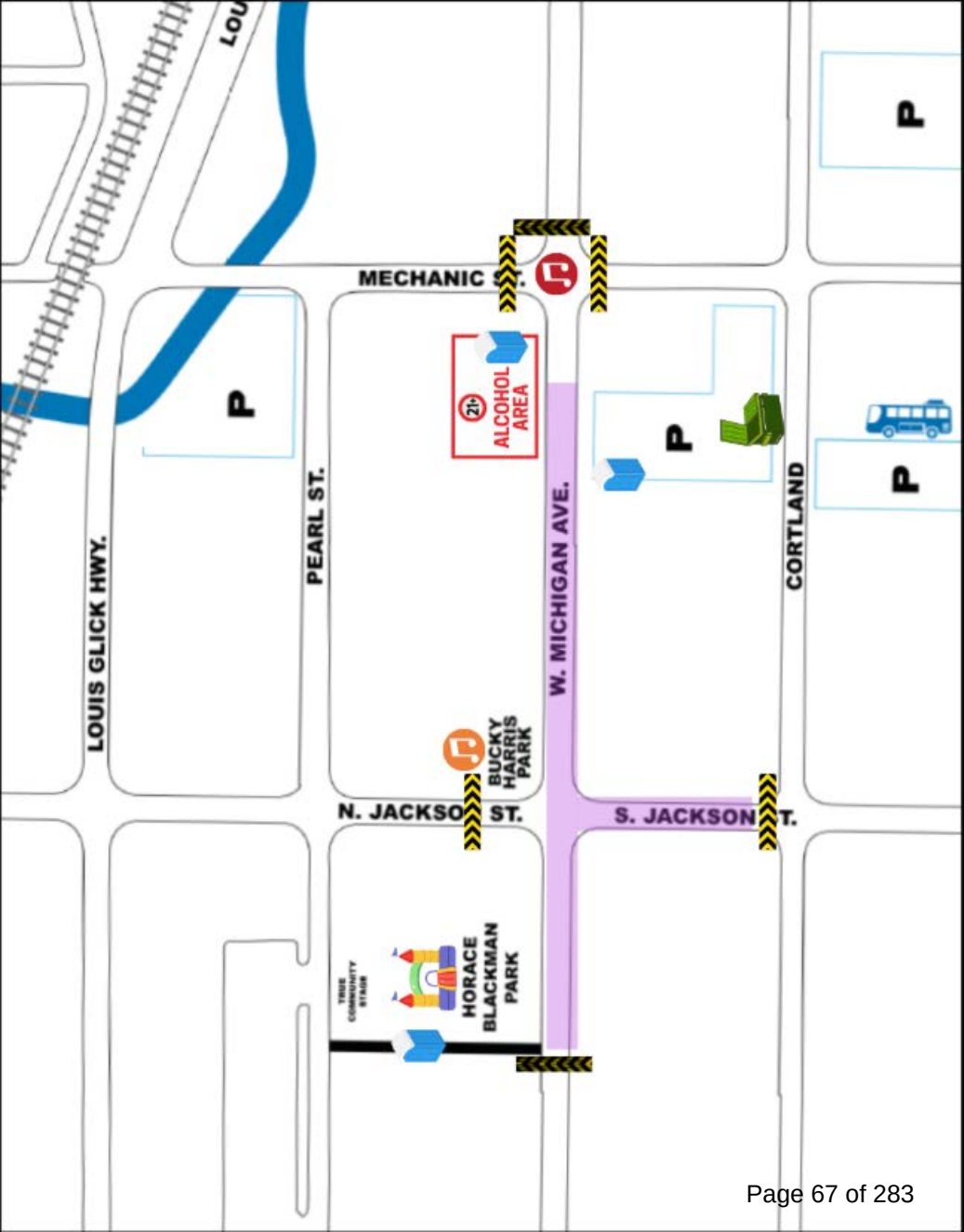
Special Event Application

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: **Ashley Smith**

Date: **7/7/26**



Ordinance No. 26-_____

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

The People of the City of Jackson Ordain:

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

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

Sec. 17-215. – Purpose

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

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

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

Sec. 17-216. – Definitions

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

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

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

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

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

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

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

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

Sec. 17-217. – Prohibition

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

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

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

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

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

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

- Within ten (10) feet of any operational or utilizable driveway or loading dock;
- Within five (5) feet of any operational or utilizable building entrance or exit;
- Within two (2) feet of any fire hydrant, fire plug, or other fire department connection
- Within five (5) feet of any crosswalk, curb ramp, or bus stop;
- In a manner which intentionally blocks or interferes with others' ability to safely use a public bench or other physical public sitting structure.

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

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

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

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

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

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

Sec. 17-218. – Notice

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

- A general description of the personal property to be removed.
- The location from which the personal property will be removed.
- The date and time the notice was posted.
- The date and time by which the owner must remove the personal property to avoid impoundment.
- A statement that the personal property has been stored in violation of this article.
- A statement that the personal property may be impounded if not removed from public areas by the date and time stated in this notice.
- The address, telephone number, hours of operation, and internet website of the City through 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 which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).
- A statement that impounded personal property may be discarded if not claimed within thirty (30) days after impoundment.
- The name and contact information for the designated City claim coordinator.

Sec. 17-219. – Storage and Disposal

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

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

Sec. 17-220. – Repossession

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

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

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

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

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

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

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

Sec. 17-222. – Enforcement

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

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

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

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

17-224 –229. – Reserved

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

Andrea Muray, City Clerk

Ordinance No. 2026-03

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

The People of the City of Jackson Ordain:

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

Sec. 17-215. – Purpose

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

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

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

Sec. 17-216. – Definitions

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

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

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

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

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

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

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

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

Sec. 17-217. – Prohibition

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

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

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

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

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

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

- Within ten (10) feet of any operational or utilizable driveway or loading dock;
- Within five (5) feet of any operational or utilizable building entrance or exit;
- Within two (2) feet of any fire hydrant, fire plug, or other fire department connection
- Within five (5) feet of any crosswalk, curb ramp, or bus stop;
- In a manner which intentionally blocks or interferes with others' ability to safely use a public bench or other physical public sitting structure.

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

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

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

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

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

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

Sec. 17-218. – Notice

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

- A general description of the personal property to be removed.
- The location from which the personal property will be removed.
- The date and time the notice was posted.
- The date and time by which the owner must remove the personal property to avoid impoundment.

- A statement that the personal property has been stored in violation of this article.
- A statement that the personal property may be impounded if not removed from public areas by the date and time stated in this notice.
- The address, telephone number, hours of operation, and internet website of the City through 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 which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).
- A statement that impounded personal property may be discarded if not claimed within thirty (30) days after impoundment.
- The name and contact information for the designated City claim coordinator.

Sec. 17-219. – Storage and Disposal

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

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

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

Sec. 17-220. – Repossession

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

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

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

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

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

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

Sec. 17-222. – Enforcement

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

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

17-224 –229. – Reserved

The foregoing Ordinance 2026-03 was adopted by the Jackson City Council on the 8th day of September 2026 at a regular meeting of the Jackson City Council and a summary was published on September 13, 2026.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

BID TABULATION - SHARP PARK MTB TRAIL - NEW CONSTRUCTION August 10, 2026					Murdoch’s Dirt Works 12605 State Hwy 8 Titusville, PA 16354		Rock Solid Trail Contracting, LLC 14203 M-26 Copper Harbor, MI 49918	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	MUSEUM & SCHOOL HOUSE TRAIL MATRIX - NEW	1	LUMP SUM	\$26,638.80	\$26,638.80	\$125,194.00	\$125,194.00
	2	HEDGE ROW & PROBERT TRAIL MATRIX - NEW DRIVING RANGE (EAST RIVER) TRAILS 1-4 TRAIL	1	LUMP SUM	\$37,871.00	\$37,871.00	\$200,577.00	\$200,577.00
	3	MATRIX - NEW DRIVING RANGE (EAST RIVER) TRAILS 1-4 NORTH	1	LUMP SUM	\$31,251.00	\$31,251.00	\$75,954.00	\$75,954.00
	4	LOOP TRAIL MATRIX - NEW	1	LUMP SUM	\$68,908.80	\$68,908.80	\$152,655.00	\$152,655.00
		Total				\$164,669.60		\$554,380.00

BID TABULATION - SHARP PARK MTB TRAIL - REHABILITATION August 10, 2026					Murdoch’s Dirt Works 12605 State Hwy 8 Titusville, PA 16354		Rock Solid Trail Contracting, LLC 14203 M-26 Copper Harbor, MI 49918	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	MUSEUM & SCHOOL HOUSE TRAIL MATRIX - REHAB	1	LUMP SUM	\$25,477.50	\$25,477.50	No Bid	No Bid
	2	HEDGE ROW & PROBERT TRAIL MATRIX - REHAB DRIVING RANGE (EAST RIVER) TRAILS 1-4 TRAIL	1	LUMP SUM	No Bid	No Bid	No Bid	No Bid
	3	MATRIX - REHAB DRIVING RANGE (EAST RIVER) TRAILS 1-4 NORTH	1	LUMP SUM	\$4,537.50	\$4,537.50	No Bid	No Bid
	4	LOOP TRAIL MATRIX - REHAB	1	LUMP SUM	No Bid	No Bid	No Bid	No Bid
		Total				\$30,015.00		No Bid



[ROCK SOLID TRAIL CONTRACTING, LLC] RESPONSE DOCUMENT REPORT

All Services No. 2026-PARKS & RECREATION-032

Sharp Park MTB Trail Project

RESPONSE DEADLINE: August 10, 2026 at 1:00 pm

Report Generated: Monday, August 10, 2026

Rock Solid Trail Contracting, LLC Response

CONTACT INFORMATION

Company:

Rock Solid Trail Contracting, LLC

Email:

virginia@rocksolidtrails.com

Contact:

Virginia Brady

Address:

14203 M-26
Copper Harbor, MI 49918

Phone:

(479) 481-4934

Website:

<https://rocksolidtrails.com>

Submission Date:

Aug 10, 2026 12:11 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 8, 2026 12:26 PM by Virginia Brady

QUESTIONNAIRE

1. Confirmations

PROPOSAL CONFIRMATION*

By submitting this application, I, the bidder, hereby propose to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

Confirmed

CONTRACT COMPLIANCE*

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute:

will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment, the bidder understands that they will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that they will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Confirmed

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS *

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books,

records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

Confirmed

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION *

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

Confirmed

CERTIFICATION OF NONSEGREGATED FACILITIES*

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder

certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Confirmed

RIGHT TO KNOW CONTRACTOR RELEASE*

As a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's workplace, I must have available the MSDS for these chemicals, in a place accessible to all employees in the workplace. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Confirmed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

I certify

I ACKNOWLEDGE THAT I HAVE REVIEWED THE CONTRACT AND GENERAL CONDITIONS ATTACHMENTS INCLUDED IN THIS PROJECT.
Confirmed

2. Submissions

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

Non_Collusion_Notarized.pdf

SUBCONTRACTORS

Please download the below documents, complete, and upload.

- [Subcontractors.pdf](#)

ROCK_SOLID_Subcontractors_COMPLETED.pdf

ETHICS DISCLOSURE FORM*

Please download the below documents, complete, and upload.

- [Vendors and Contractors Eth...](#)

Ethics_Disclosure_Notarized.pdf

REFERENCE QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [REFERENCE QUESTIONNAIRE.docx](#)

ROCK_SOLID_REFERENCE_QUESTIONNAIRE_COMPLETED.pdf

RESPONSIBLE CONTRACTOR ORDINANCE*

Please download the below documents, complete, and upload.

- [Responsible Contractor Ordi...](#)

Responsible_Contractor_Ordinance_Questionnaire_-_Revisions_4-22_Signed.pdf

ADDITIONAL DOCUMENTS

SHARP_PARK_MTB_TRAIL_PROJECT_SUPPLEMENTAL.pdf
RSTC_Sharp_Park_Executed_Bid_Bond.pdf

PRICE TABLES

SHARP PARK MTB TRAIL - NEW CONSTRUCTION

PLEASE CHECK "NO BID" BOX IF YOU DETERMINE IT ONLY NEEDS REHABILITATION. OTHERWISE, PROVIDE THE LUMP SUM PRICE.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	MUSEUM & SCHOOL HOUSE TRAIL MATRIX - NEW	1	LUMP SUM	\$125,194.00	\$125,194.00	
2	HEDGE ROW & PROBERT TRAIL MATRIX - NEW	1	LUMP SUM	\$200,577.00	\$200,577.00	
3	DRIVING RANGE (EAST RIVER) TRAILS 1-4 TRAIL MATRIX - NEW	1	LUMP SUM	\$75,954.00	\$75,954.00	
4	DRIVING RANGE (EAST RIVER) TRAILS 1-4 NORTH LOOP TRAIL MATRIX - NEW	1	LUMP SUM	\$152,655.00	\$152,655.00	
TOTAL					\$554,380.00	

SHARP PARK MTB TRAIL - REHABILITATION

PLEASE CHECK "NO BID" BOX IF YOU DETERMINE IT WILL REQUIRE NEW CONSTRUCTION. OTHERWISE, PROVIDE THE LUMP SUM PRICE.

[ROCK SOLID TRAIL CONTRACTING, LLC] RESPONSE DOCUMENT REPORT
 All Services No. 2026-PARKS & RECREATION-032
 Sharp Park MTB Trail Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	MUSEUM & SCHOOL HOUSE TRAIL MATRIX - REHAB		LUMP SUM	No Bid	No Bid	X
2	HEDGE ROW & PROBERT TRAIL MATRIX - REHAB		LUMP SUM	No Bid	No Bid	X
3	DRIVING RANGE (EAST RIVER) TRAILS 1-4 TRAIL MATRIX - REHAB		LUMP SUM	No Bid	No Bid	X
4	DRIVING RANGE (EAST RIVER) TRAILS 1-4 NORTH LOOP TRAIL MATRIX - REHAB		LUMP SUM	No Bid	No Bid	X
TOTAL					\$0.00	

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)

COUNTY OF Houghton)^{ss}

Rob Hill, being first duly sworn, deposed and says that:

1. He is COO of Rock Solid Trail Contracting the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 8/10/26

By: Rock Solid Trail Contracting
(Company)

By: R Hill - COO
(Title)

Subscribed and sworn to before me, a Notary Public, this 10 day of August, 2026.

Kimberley S Kaura

Notary Public, _____ County,
My commission expires: _____

KIMBERLEY S. KAURA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KEWEENAW
My Commission Expires August 14, 2031
Acting in the County of Houghton

SUBCONTRACTORS

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

NO SUBCONTRACTORS ANTICIPATED



City of Jackson Ethics Disclosure Form Vendors and Contractors

Name	Rob Hill	Company	Rock Solid Trail Contracting
Telephone	(906) 869-2052	Email Address	robhill@rocksolidtrails.com

Contract or matter pending with the City:

Sharp Park MTB Trail Project

I, Rob Hill, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

¹ Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

² Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

☒ None of the above apply.

Dated:

TC Hill C.O.O.
Signature Rock Solid
Trail Contracting, LLC

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 10 day of August, 2024
By Rob Hill.

KIMBERLEY S. KAURA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KEWEENAW
My Commission Expires August 14, 2031
Acting in the County of Houghton

Kimberley S Kaura

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: ROCK SOLID TRAIL CONTRACTING, LLC
 2. Established: Year 2014 Number of Employees 72
 3. Type of organization: Individual ☐ Partnership ☐ Corporation ☐ Other ☒
 4. Former name(s) if any, and year(s) in business
-
-

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: SPEARFISH TRAILS COALITION

Address: 524 NORTH 7TH ST SPEARFISH SD, 57783

Phone: 307-760-7267

Contact: EMILY BROWN

Type of Work: NATURAL SURFACE MOUNTAIN BIKE TRAIL CONSTRUCTION

Budget: \$225,000

5.2 Company Name: BUTTE COUNTY CONSERVATION DISTRICT

Address: 150 CHUCK YEAGER WAY OROVILLE, CA 95965

Phone: 530- 693- 3173

Contact: THAD WALKER

Type of Work: NATURAL SURFACE MOUNTAIN BIKE TRAIL CONSTRUCTION

Budget: \$950,000

5.3 Company Name: NORTHVILLE CHARTER TOWNSHIP

Address: 44405 SIX MILE RD, NORTHVILLE MI 48168

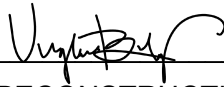
Phone: 248-449-9941

Contact: DEREK SMITH

Type of Work: NATURAL SURFACE MULTI-USE TRAIL CONSTRUCTION

Budget: \$827,000

I certify that all of the information provided is true and answered to the best of my ability.

Signed  Name VIRGINIA BRADY
Title PRECONSTRUCTION MANAGER Date 8/7/2026

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	ROCK SOLID TRAIL CONTRACTING, LLC
ADDRESS:	14203 M26
CITY, STATE, ZIP:	COPPER HARBOR, MI 49918
TELEPHONE:	479-481-4934
OFFICERS:	
President: AARON ROGERS	Email Address: AARON@ROCKSOLIDTRAILS.COM
Vice President: N/A	Email Address:
Secretary: N/A	Email Address:
Treasurer: N/A	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	12 YEARS AS ROCK SOLID TRAIL CONTRACTING, LLC
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
UNDER CURRENT MANAGEMENT SINCE (DATE):	INCEPTION (2014)

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 1 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 3:

State and local licenses and license numbers held by your organization:

AR - contractor license
CA - contractor license
UT - contractor license
WV - contractor license
IA - contractor registration
MN - contractor registration

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

Trail building is a unique trade/skill so while we do not have an official apprenticeship program, all of our builders begin as handworkers, using hand tools to learn and perfect the craft of trail building in its most basic format. Over time, as builders work closely with project foremen, they may gain expertise in using machines as part of trail craft, and if they so choose, can work their way up to becoming a skilled machine operator and eventually, a project foreman.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

All employees will maintain any applicable licensing required by law. Employees for the project will also maintain current OSHA 10 certifications.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

Rock Solid Trail Contracting, LLC complies with all applicable federal and state immigration laws to ensure a lawful workforce. In accordance with the Immigration Reform and Control Act (IRCA), all new employees must complete Section 1 of Form I-9 on their first day of employment. Employees are required to provide acceptable proof of identity and employment authorization within three business days of their start date. Failure to provide the required documentation within this period will result in termination of employment.

The company participates in E-Verify, a federal program that allows employers to electronically confirm the employment eligibility of new hires. Through this process, information from the employee's Form I-9 will be submitted to the Department of Homeland Security (DHS) and the Social Security Administration (SSA) to verify work authorization. Employees will be notified if any discrepancies arise and will be given an opportunity to

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 2 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).



NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.



NONE

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 3 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

☒ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	see attached.
-------	---------------

Type of Coverage:	
-------------------	--

Telephone:	
------------	--

Are you self-insured for Worker's Compensation Insurance? Yes ☐ No ☒

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 4 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.



Yes, we have a Fitness for Duty Program



No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

The warranty period shall commence on the issuance date of the Certificate of Substantial Completion and run for one year from said date. During the warranty period, the CONTRACTOR agrees to correct any construction that does not adhere to industry standards or that is defective in workmanship or materials. CONTRACTOR shall only be responsible for corrections to the WORK where performance or materials were nonconforming or defective. CONTRACTOR shall not be responsible for damage to the WORK resulting from misuse, neglect, negligence, abuse or accidents by CLIENT or any other trail users, force majeure, or normal wear and tear, which includes, but is not limited to, erosion caused by weather events. OWNER shall be responsible for providing ongoing maintenance service on the WORK unless otherwise arranged with the CONTRACTOR. Any damage, degradation or failures due to lack of maintenance by the OWNER shall not be considered defective workmanship covered by the warranty.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Where and if applicable, CONTRACTOR shall pay the mandated wages under applicable federal and/or state law and submit Certified Payroll Reports to the correct authorities. However, project brief has noted that Prevailing Wages are not applicable to this project. All of our employees are payroll employees - not independent contractors - who are qualified to receive Workers Compensation if needed. Additionally, all full-time employees are offered benefits such as paid leave, health insurance and retirement, subject to some limitations and qualifications like waiting periods.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 5 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

CONTRACTOR acknowledges the obligation to comply with all applicable ordinances related to the project and the project contract.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

At this time, several potential crossings have been identified in the trail plan for the North Loop new trail to be constructed. Should the design process reveal the need to construct wooden bridges in lieu of hardened stone crossings, there is the possibility that a change order would be needed should the City also require that these bridges have plan sets complete with engineering stamps. At this time we do not anticipate that stamped plans will be required for these short-span bridges, however we recognize the possibility of such a requirement, but would expect any associated cost to be relatively small in relation to the overall project with an estimated cost range of \$5000-\$7000.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

See the attached Statement of Qualifications

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 6 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Our project superintendents and foremen work closely with our clients in the field right from the start of every project to assure that the product being provided is of the highest quality. Clients are encouraged to ask questions and express concerns early in the project so that project managers, superintendents and foremen can address any issues as early as possible, leaving ample time to make adjustments and ensure that our clients are not only getting the best product but one they can be excited to use at the end of the project.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

CONTRACTOR understands that time is of the essence and is committed to proceeding efficiently to complete the project work by the designated date of completion. CONTRACTOR shall stop work due to inclement weather conditions or in the event OWNER determines the presence of sensitive species or archaeological sites, and resume work only once permitted or able to do so.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 7 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

n/a

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐

Yes

☒

No

Additional Information:

Trail building is not an apprenticeable trade. See attached for qualifications.

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☒

Yes

☐

No

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 8 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journey person certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

From time to time, we are able to recruit new trail builders from localities where we work, but trail building is a niche trade that requires almost 100% travel year-round, so we recruit new hires from across the country, but they are expected to then travel to other locations as work provides. As such, the nature of the work does not lend itself to directly targeting area residents for employment. However, if we have job openings and local residents are a good fit for the available roles, we are always open to hiring local residents.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT**

OPPORTUNITY STATEMENT:

Rock Solid Trail Contracting, LLC is an Equal Opportunity Employer committed to providing a workplace that is inclusive and free of discrimination. We make all employment decisions based on merit and qualifications, without regard to any protected characteristics, in compliance with applicable federal, state, and local laws. We do not discriminate against any individual based on race, color, religion, creed, or national origin, sex, gender identity, gender expression, or sexual orientation (including pregnancy, childbirth, and related medical conditions), age, disability, or genetic information (including family medical history), marital status, citizenship status, military or veteran status, or any other protected characteristic under applicable laws.

ROCK SOLID TRAIL CONTRACTING, LLC / ROB HILL, CHIEF OPERATING OFFICER

Print Firm Name/Principal

Digitally signed by Rob Hill
Date: 2026.08.10 11:11:37 -04'00'

Signature/Principal

Rob Hill - COO - Rock Solid Trail Contracting, LLC

Date

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 9 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 10 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	
Labor Costs:	
Materials Costs:	
Equipment Costs:	
Possible Change Orders:	

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 11 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 12 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME ROCK SOLID TRAIL CONTRACTING, LLC

SHARP PARK MTB TRAIL PROJECT

RESPONSIBLE CONTRACTOR ORDINANCE SUPPLEMENTAL RESPONSES



PREPARED FOR: CITY OF JACKSON, MI

COVER LETTER

August 10, 2026

TO: Heather Ehnis, Purchasing Agent
City of Jackson, MI
161 W Michigan Ave
Jackson, MI 49201

RE: Sharp Park MTB Trail Project

Dear Prefix + Contact Last Name,

Rock Solid Trail Contracting, LLC (RSTC) is pleased to submit the following supplemental responses to your request for proposals for the Sharp Park MTB Trail Project.

RSTC has extensive experience in developing community-focused trail systems, which would provide the City of Jackson a unique opportunity to capitalize on constructing world-class trails right in your backyard. Our company is recognized as one of the highest-quality trail builders in the country with a diverse portfolio of trail design and construction projects. Currently, Rock Solid has projects underway in multiple states including Iowa, Arkansas, Michigan, Missouri, New York and Texas.

Attached herein you will find our supplemental responses that include our qualifications, bondability and proof of insurance, as well as our EMR score. In the interest of brevity, we have included a representative sample of projects that we have completed over the past five years. We are happy to provide any additional information related to these items upon request.

As a Michigan-based small business and Equal Opportunity Employer, we can provide your project an experienced team of designers, engineers, professional support staff and full-time trail builders with the capability, expertise and capacity to exceed the expectations of Jackson's citizens.

Please contact me with any questions you may have related to this proposal. Thank you for your time and your consideration.



Ginny Brady, Preconstruction Manager
479-481-4934 | virginia@rocksolidtrails.com



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WHO WE ARE



TEAM

AARON ROGERS

President / Founder



Prior to starting Rock Solid, Aaron was President of the Copper Harbor Trails Club and a Trail Specialist for the International Mountain Bicycling Association (IMBA) where he built trails and consulted with local clubs and government agencies to develop IMBA standards. With more than a decade of experience, Aaron's dedication to mountain biking trail construction has influenced industry standards across the country. Aaron believes that trails should be viewed as a social experience, to bring users together, and he stresses the importance of creating a social environment through quality trailhead designs and thoughtful integration of trails as park and recreational infrastructure. Rock Solid is known for its memorable experiences, driven by Aaron's creative vision that exists outside of the confines of what most feel is possible.

Rob earned a BS in Mechanical Engineering Technology from Michigan Technological University, and spearheaded urban trail building efforts in central WI, where he held a corporate role managing large projects for the better part of a decade. He joined Rock Solid in 2021, bringing nearly 20 years of experience, as well as a range of skills that include construction, engineering, project management and business development to his role as a Project Manager and Business Development Consultant. Rob has led the development of East Bluff Bike Park and Campground in Copper Harbor, in addition to other projects that include Cedar Grove Bike Park on Mackinac Island, MI and trail planning for the River Trails Residential Development in Houghton, MI.

ROB HILL

Chief Operations Officer



ERIK NELSON

Construction Project Manager



Erik, originally from Duluth, MN, gained a range of professional experience including insurance and construction sales before joining the Rock Solid team in February 2018. By the fall of 2020, Nelson was promoted to foreman with projects like Giants Ridge, Redhead, and Tofte-Lutsen (MN) and Slaughter Pen Trails, Mt. Fitzgerald and Mt. Nebo (AR) under his belt. While he considers all of Mt. Nebo to be a favorite, other favorite trail builds include the Jackpot Trail in Tofte-Lutsen and Granite Gorge at Giants Ridge. Nelson has a talent for technical downhill style with some flow mixed in for good measure, and now he can share his expertise with all of our build crews across projects as a site superintendent.



TEAM

BEN GABARDI

Design Project Manager



Ben joined the Rock Solid team in 2025. A Mississippi native, Ben grew up racing road bikes, but you can find him chasing hills around the Bentonville, AR trails these days. With a background in operations and project management, Ben brings with him outside industry experience to help Rock Solid further elevate the standard for how our Design team meets your needs.

After earning her law degree from Washington and Lee University, Ginny spent more than 15 years in non-profit operations, managing everything from personnel and finance to organizational development and risk assessment. She joined the Rock Solid team in 2023 to handle contracts and compliance, but her role has evolved to cover a broad range of responsibilities that includes estimating and RFP responses, as well as bridging between the design and construction teams during project development up through the start of construction. In her spare time, Ginny enjoys coaching as a BICP certified mountain-bike instructor and serves on the board of her local IMBA trail chapter.

GINNY BRADY

Preconstruction Manager



JOSH BLUM

Trail Planning and Design



Josh joined the Rock Solid team in 2023 after a 20 plus year career with the Wisconsin Department of Transportation, bringing with him a background in design, construction, and maintenance. A mountain biker at his core, Josh has been riding trails since the 1990s, fueling his passion for building meaningful trail experiences. Before Rock Solid, Josh was active in his local trail organization, leading crews, managing maintenance and signage, overseeing new construction projects, writing grants, and serving as a trail coordinator. Josh was also involved with the Neighborhood Revitalization Commission in La Crosse, WI, and served on the Parks and Vacant Lands Committee for the Town of Shelby, WI.



TEAM

ROCK SOLID TEAM *Foreman and Support Staff*



We have many talented team members that make Rock Solid the skilled and successful company that it is today. As of June 2026, we have over 70 trail builders and support staff, giving us the depth and flexibility to simultaneously take on a number of projects that range in size and difficulty levels. Rock Solid works with each individual client to choose a foreman whose interests and skill sets match each unique build. While crew assignments are made closer to the start of a specific project, all of our foremen are featured on our website along with their credentials. The foremen included here are a representative sample of the skill and leadership that Rock Solid provides to meet our clients' specific project needs. **All of our team members are company employees and are not classified as independent contractors. (Criteria 12)**

RONNIE WAGNER *Superintendent*

Ronnie, originally from Mass City, MI, grew up loving the outdoors - hunting, fishing, hiking, snowboarding, and split boarding. He started riding BMX early on but was drawn to mountain biking when he attended Michigan Tech University, where he earned a B.S. in Sport and Fitness Management. Ronnie joined Rock Solid in 2016 and has been part of noteworthy projects such as Giants Ridge (Assistant Foreman), Little Sugar Trails (Assistant Foreman/Foreman), Redhead Bike Park (Foreman) and Bailey's Trail System (Lead Foreman). His favorite style of build is flowy singletrack but his favorite style to ride is technical downhill.



AUSTIN HAYES *Superintendent*



Originally from Aurora MN, Austin joined the Rock Solid team in 2017 to work on one of our first Arkansas builds at Lake Leatherwood Gravity Project. He really enjoys not only riding "flow-tech" style trails with intricate rock work sections, but also building them. After project completion, Austin became the first Trails Manager for the city of Eureka Springs, managing trail maintenance and coordinating future projects. He returned to Rock Solid in 2020 to work at Mt. Nebo State Park and has since worked on an assortment of projects including Wausau and LaCrosse (WI), Cuyuna and Giants Ridge (MN), Back 40 Trails and Centennial Park (AR) and Copper Harbor. In 2021 Austin became a foreman and has since led teams at Cone Park in Sioux City, IA, Butter Gap in Pisgah, NC and Monday Lick in Marlinton, WV.



TEAM

NILS HEMPLE

Lead Foreman



Hailing from Rhinelander WI, Nils is one of Rock Solid's foundational employees. He started out as a handworker and quickly demonstrated his trail building aptitude, becoming one of our top foremen. Nils has worked on flow trails, jump trails, XC trails and hand-built trails, with thousands of square feet of technical rockwork under his belt. He has served as foreman on projects such as the Upper Hixon Trail System (La Crosse, WI), Giants Ridge Recreation Area (Biwabik, MN), Christmas Mountain (Petoskey, MI) and Lake Leatherwood (Eureka Springs, AR). He was lead foreman at Centennial Park in Fayetteville, AR - an exciting 15-mile project that includes beginner and intermediate flow trails plus advanced cyclocross and cross country courses that have hosted world-class events like the 2022 UCI Cyclo-Cross World Championships.

Blu hails from Marquette, MI, where he started riding in his mid-twenties. He enjoys road cycling, cyclocross, and cross-country mountain biking. Blu is also a jack of all trades, as he is skilled in cabinetry and metal fabrication as well as trail building. Blu joined Rock Solid in 2017, and became a foreman by 2018 to lead the Boo Boo/Choo Choo Hub project in the Slaughter Pen Trail System in Bentonville, AR. He has built several well-known systems like Mt. Nebo (AR), Split Rock Wilds (MN) and Centennial Park (AR). He has also led on favorites like Bloodstone Trail at Tioga Recreation Area, Orange Crush and Deep Water trails at Red Head MTB Park, and Raptor Ridge Trail in Copper Harbor, MI. Blu's specialty trails often reflect his riding preference for technical and challenging single track.

BLU TENBRINK

Lead Foreman



KEVIN SELLERS

Lead Foreman



From Lake of the Ozarks, MO, Kevin is no stranger to hard work and adventure. He owned and operated both a construction company that specialized in on-site wastewater tech for 23 years, and a commercial motocross track for 10 years before starting with Rock Solid in 2019. Kevin began building trail at Mount Nebo, AR, and he became foreman later that year. His other projects include Split Rock Wilds (MN), Cuyuna State Recreation (MN) and East Bluff in Copper Harbor (MI). If you ever ride Split Rock Wilds you may come across the 'Sellers' trail, on which he led the build. Kevin is also our resident expert on aggregate surface and chip seal trail projects. His favorite style of trail is hand-built backwoods single track with technical climbs and descents.



TEAM

KADEN DEGENHARDT

Lead Foreman



A native of Eau Claire, WI, Kaden joined Rock Solid in 2020. With his easy-going personality and outstanding bike skills, he quickly impressed our veteran foremen with his mix of grit and finesse. His background in motocross, combined with his interest in one-wheel trail experiences, shows in his unique and playful lines. Kaden cut his teeth building Split Rock Wilds in Minnesota, which is one of the more difficult projects Rock Solid has ever undertaken due to the extremely rocky terrain and remote location. Some of Kaden's other projects include the gravity trails at Giants Ridge (MN), gravity and cross-country trails at River Mountain (Little Rock, AR), and the Zone 4 Climb Trail in Bentonville, AR, which required placement of several hundred tons of rock as well as fabrication of several dimensional lumber post and beam bridges and skinnies.

Josh has been riding bikes since the age of four and has worked in bike shops in every role, including co-owning a shop in Jacksonville, FL for four years. He also lived in Brevard, NC where he worked for Industry Nine and got his introduction to building downhill jump trails. Josh joined the Rock Solid team in September of 2019. During his time at Rock Solid, Josh has worked on notable projects like Cuyuna Lakes State Recreation Area (MN) and Citrus Tech DH at East Bluff in Copper Harbor. While builds like WOKA Trails (AR/OK), and Keweenaw Point Trail (Copper Harbor) helped increase his efficiency with XC style trails, his favorite build has been in Mason City, IA, where his crew built jump trails, and flow, beginner trails. He enjoys building jumps, jump trails, skills parks, and beginner trails that he can test with his son.

JOSH BURKE

Lead Foreman



RYAN RUSSELL

Lead Foreman

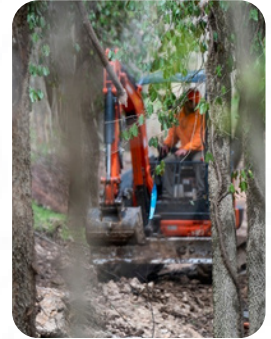
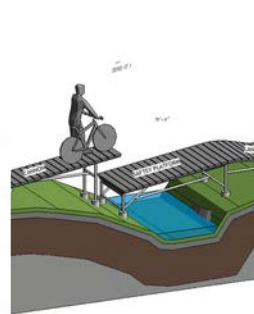
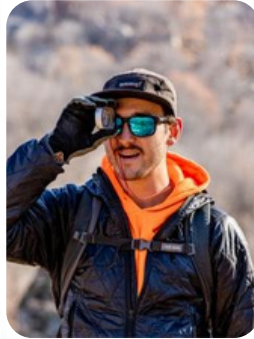


Ryan began building trails when he was in high school, working through summers at WinMan Trails in Winchester, WI. After high school, he worked for Trailsource building the Bulobuck Trail before joining the Rock Solid crew in 2020. Ryan gained much of his experience building XC singletrack at Bailey's Trails (OH), building hubs at Melvin Family Trails (MI) and operating at Jackson Ridge (OK). He has improved his rock work under the guidance of lead foreman, Blu Tenbrink, when they worked together at Butter Gap in Pisgah this past spring. Ryan says Blu has significantly influenced his building, teaching him to be "sporty in the machines" and "dancing through the trees" in order to build tighter trails. He enjoys building more advanced technical and jump trails, as he also loves to ride fast, flowy jump trails. Ryan also has his wildland firefighter and chainsaw certifications.



CRITERIA 6: DESIGN-BUILD PROJECTS

Most ideas start as dreams but figuring out how to get the wheels rolling can be daunting. Rock Solid's Planning and Design team guides our clients through the process. Our team begins with a project assessment to discuss key details about your project to then generate a proposal. A professionally designed trail ensures builders can take advantage of the best terrain and features while staying on budget.



FROM DREAMS...



...TO REALITY

Standard construction methods for basic trail building include breaking ground with a lead excavator and creating the trail vision from the flag line. An optional second sweeper refines the trail for handworkers as they filter loose rocks from the tread, compact, clear brush, and re-naturalize outslope.

As our name suggests, working with rock is our specialty, whether it's benching a bedrock side slope, utilizing on-site rocks to create features, or importing rocks to enhance ride experience.

We employ multiple foremen with years of woodworking experience, which they have adapted to recreate Aaron's unique build style. Typically, we use cedar because of its hardness and rot resistance, but we can also import wood or use on-site trees to build bridges and other features.

Steel is functional and steadfast, providing reliable strength to a feature. Our fabrication crew has extensive experience building structures both in the field and in-house, welding steel into sculptures of art that are fun to ride while always considering rider safety.



CRITERIA 6: QUALIFICATIONS



PTBA Membership

Rock Solid has been a member of the Professional Trail Builders Association since 2014.

In 2022, we were selected to host several trail building workshops at the PTBA conference in Bentonville, AR.



USFS Sawyer Training

To ensure our employees have the proper training, Rock Solid hosts biennial chainsaw certification programs, providing our new employees with vital safety training and our existing employees with the opportunity to refine their skills.



Federal Registrations

Registration of our fleet with the US Department of Transportation helps with completing safety audits and provides public accountability. Rock Solid meets federal contracting EEO requirements and has current registration on SAM.gov.



Multi-state Licensing*

- Arkansas
- California
- Iowa
- Michigan
- Minnesota
- Missouri
- Utah
- Texas
- Wisconsin
- West Virginia

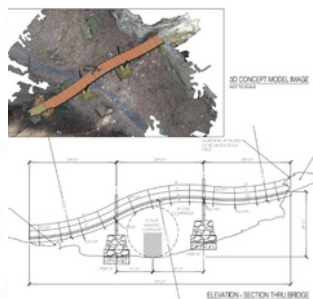
**This list is not exhaustive*



Professional Support

To provide accountability and support to both our team and our clients, Rock Solid has in-house professional support staff, including an HR Manager and a CPA.

Rock Solid also works closely with external professionals to secure bonds and certificates of insurance listing our clients as additional insured parties.



Design Capability

Rock Solid's planning and fabrication teams are supported by in-house 2D CAD drafting and 3D modeling capabilities.

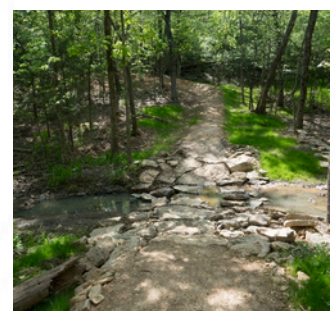
We strive to be on the cutting edge of trail building techniques and utilize new technology when possible. Recent additions include 3D drone scans to produce site models for features.



Project Management

Project managers and foremen attend on-site construction coordination meetings as needed to discuss updates, logistics and productivity.

We utilize Basecamp as our communication and project management software, which serves as a platform to exchange information between our team members and our clients.



SWPPP Inspectors

We take erosion control seriously and have multiple team members certified as Stormwater Pollution Prevention Plan inspectors. We prefer to revegetate with cover crops or native seed but take the extra step to place erosion control blankets or erosion control logs when needed.



CRITERIA 6: TRADE STANDARDS



The Professional TrailBuilders Association

The Professional TrailBuilders Association (PTBA) is the world's only trade association for the trail industry, representing private sector member companies who specialize in trail planning, design, and/or construction. PTBA works to advance the trail industry by promoting quality and professionalism in partnership with our member companies.

Each PTBA member company has been rigorously reviewed and vetted by their peers prior to being offered membership. The application process includes a portfolio submission and in-depth review that evaluates:

- Quality trail product documented by project portfolios
- Professionalism as documented by letters of reference from clients and partners
- Sponsorship by a current PTBA member company in good standing who attests to the quality of their trail product and professionalism

Learn more: trailbuilders.org



CRITERIA 6: TECHNIQUES



1



2



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4



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7



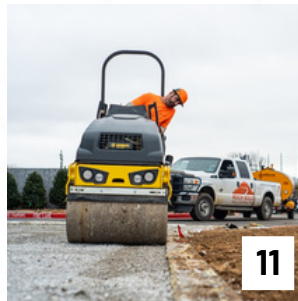
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13

1. McLeod
2. Pulaski
3. Fine Rake
4. Milwaukee Circular Saw
5. Milwaukee Impact
6. Milwaukee Jackhammer
7. Kubota E10 with Thumb
8. Kubota U55 with Tilt Bucket
9. Kobelco SK75
10. Plate Compactor
11. Bomag Roller Compactor
12. Canycom Buggy
13. Canycom S25A Buggy



CRITERIA 7: BONDING CAPACITY



August 10, 2026

RE: Rock Solid Trail Contracting LLC Bonding Capacity

Dear whomever it may concern,

Rock Solid is a valued client of ours. We consider this company to be very bondable and would consider supporting any bond request that would fall within their standard line of work. They are currently afforded a bond program with a \$2,500,000 single project limit / \$6,000,000 aggregate limit, \$4MM of that \$6MM is currently available.

For your information, our company only places bonds with surety companies that are rated "Excellent" (or better) by A.M. Best Company and approved by the U.S. Department of the Treasury for bonding federally-funded contracts ("T-Listed"). The current surety writing bonds for Rock Solid, Merchants National Bonding, Inc., is rated A:9 by A.M. Best Company.

I understand there is no present requirement of a bond, and that you only are requesting general assurances regarding Rock Solid's bonding capacity. As such, please note that no detailed underwriting has been performed relative any possible contract that would be offered to Rock Solid, and the provision of surety bonds for Rock Solid cannot be secured to you by this letter. Please also note that the underwriting of surety bonds depends on a variety of factors – including a detailed review of the plans and specifications for a project, the precise terms and conditions of any proposed contract, and the currency and completeness of other underwriting information supplied at the time the bond is needed. This process is a formal one, it depends greatly on the time and circumstances of the actual request, and it is reserved, in all cases, to the surety company.

Nevertheless, I can assure you that Rock Solid is in an excellent position to qualify for bonding support on projects within their standard line of work, and we would be glad to work with them on any bond that is needed.

Very Truly Yours,

GOLDLEAF SURETY SERVICES, LLC.

Cal Anderson
Vice President



toll free 888.294.6747 | phone 320.269.3144 | PO Box 466, Montevideo, MN 56265

goldleafsurety.com



CRITERIA 11: INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/07/2026			
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 Conservation United PO Box 759 Higley AZ 85236		CONTACT NAME: Shasha Nguyen PHONE (A/C, No, Ext): (855) 570-2797 FAX (A/C, No): (602) 388-8110 E-MAIL ADDRESS: service@insuranceunited.com					
INSURED Rock Solid Trail Contracting, LLC PO BOX 139 Copper Harbor MI 49918		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Underwriters at Lloyd's London		15792			
		INSURER B: Admiral Insurance Company		24856			
		INSURER C: Redwood Fire and Casualty Insurance Company		11673			
		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES		CERTIFICATE NUMBER: 2027 - 05/05		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	ADCL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			FS5019701	05/05/2026	05/05/2027	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 - COMPROP AGG \$ 2,000,000 Contractor's Pollution \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SPE91051951201	05/05/2026	05/05/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ROWC740712	05/12/2026	05/12/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Retroactive Date: 05/05/2026						General Aggregate S/T Gen Agg Limit Each Claim \$1,000,000 Deductible \$10,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Evidence of Insurance Rock Solid Trail Contracting 8110 W Ford Springs Road Bentonville AR 72712				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 			

ACORD 25 (2016/03)

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CRITERIA 11: INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/12/2026

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.

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PRODUCER Marsh & McLennan Agency LLC 6160 Golden Valley Hills Drive Minneapolis MN 55416		CONTACT NAME: MMA MPLS Centralized Service Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: cast@marshmma.com ADDRESS:	
INSURED Rock Solid Trail Contracting, LLC dba Rock Solid Trails 8110 W Ford Springs Rd Bentonville AR 72712		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London NAIC # 55555 INSURER B: Ohio Security Insurance Compan 24082 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 1081764268		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	BAS58318282	4/28/2026	4/28/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		HPL250271	6/26/2025	6/26/2026	Claim/Aggregate 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is hereby provided evidence of coverage.						

CERTIFICATE HOLDER Evidence of Coverage	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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PROJECT PORTFOLIO



BAILEYS TRAIL SYSTEM

Where: Wayne National Forest, OH

When: 2022-2025

Length: 45 miles

Type: Natural Surface Multi-Use Trails



Baileys Trail System was selected as the first National Forest outdoor recreation conservation finance pilot project. The trail plan transformed a blank canvas into a world-class trail system that Rock Solid was selected to help construct. This unique trail system, slated to be 88 miles at completion, is connecting the small towns of Athens County, OH as it winds through the Wayne National Forest - a patchwork of public land that covers a quarter of a million acres in the Appalachian foothills. The rolling hills, lush forest and abandoned mines create a distinctive terrain for mountain biking.

To date, Rock Solid has built close to 45 miles of trail, completing around 18 miles in 2025. The trails range in ability from beginner to advanced, inviting riders of all skill levels to enjoy the experience. The trails include jumps and technical trail features, as well as rock armored sections constructed from both native and imported materials.



REFERENCE

Outdoor Recreation Council of Appalachia
Jeremy Wimpey, Owner's Rep / Trail Expert
jeremyw@appliedtrailsresearch.com



CANNONBALL TRAIL

Where: Madison, WI

When: 2021

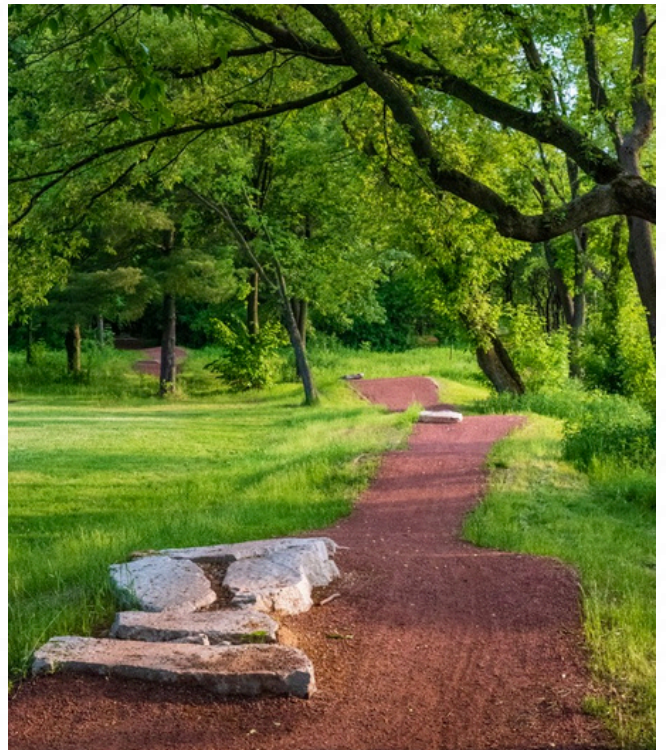
Length: 1.5 miles

Type: Purpose-built Urban Connector

The City of Madison selected Rock Solid to complete construction of the Cannonball Singletrack Trail as part of a project called "Shred to School" which encourages the use of bicycles as a means of active transportation for kids. This mountain bike optimized trail parallels the paved Cannonball bike path while offering a fun off-road experience for riders of all skill levels.

The trail is a mixture of natural surface, crushed rock and chip seal surface that incorporates technical trail features such as elevated trail, berms and jumps. All features have optional ride-arounds so riders can enjoy the trail while progressing skills at their pace if they so choose.

This build required the installation of culverts to facilitate drainage along the trail where trail was constructed using the lift-and-tilt method.



REFERENCE

City of Madison, Parks and Recreation
Corey Stelljes, Project Engineer
cstelljes@cityofmadison.com



EAST BLUFF BIKE PARK

Where: Copper Harbor, MI

When: 2020-ongoing

Length: 15+ miles

Type: Gravity Trails + Park Network Trails



Growing with each summer build season, the park currently offers six gravity trails, each with its own unique characteristics, including alternate lines so riders can choose their own adventure with each run. Magic Carpet is the beginner-friendly two-way trail to the top of the park should riders opt to skip the shuttle.

Flo'Rion was the first trail to open and features flow trail elements like berms and rollers combined with rocky technical sections - a style known as flow-tech. WhipSaw, the next flow-tech progression, features big berms and jumps with ride-arounds for those who may want to keep wheels on the ground. Citrus Tech, a double black diamond flow-tech, offers exposed rock, big berms, optional jumps and steep rock faces. Dueling Banjos is an advanced jump line with an alternate line featuring rock gardens and drops, while Loam Rider is an old school "rake and ride" style trail with off-camber turns and signature tree step downs.



REFERENCE

Copper Harbor Trails Club
Adam Yeoman, President
adamthp@gmail.com



GATEWAY TRAILS

Where: Forsyth, MO

When: 2022-2023

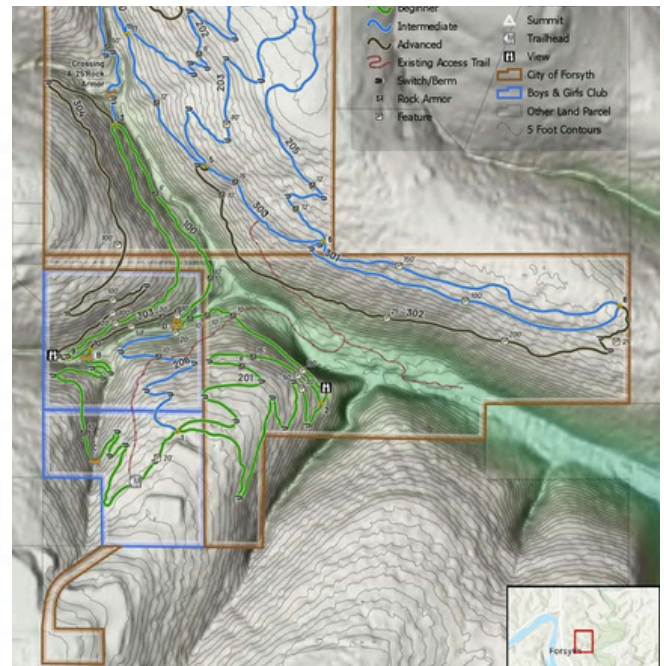
Length: 10+ miles

Type: Natural Surface Mixed-use Trails



The City of Forsyth, known as the "Gateway to the Ozark Outdoors", is located on the shores of Lake Taneycomo in southern Missouri. It is just a short drive away from Branson, which is a popular midwestern tourist destination. Seeking to diversify local outdoor recreation options, the City of Forsyth hired Rock Solid to provide master planning and design services for the development of a destination-worthy trail system to be constructed in several phases.

Thanks to the presence of steep ravines, exposed bedrock and thick Ozark woodlands the Gateway Trails offer backcountry thrills in a frontcountry setting. Rock Solid partnered with a local trail builder, Reserve Concepts, to build out the first phase of the system, and construction of the trails was completed in December of 2023. The rugged terrain required multiple cedar bridges and one steel span bridge, which were all designed, fabricated and installed by the Rock Solid team.



REFERENCE

City of Forsyth, Missouri
 Missi Hesketh, Mayor of Forsyth
 missihesketh@gmail.com



HANDCUT HOLLOW

Where: Bentonville, AR

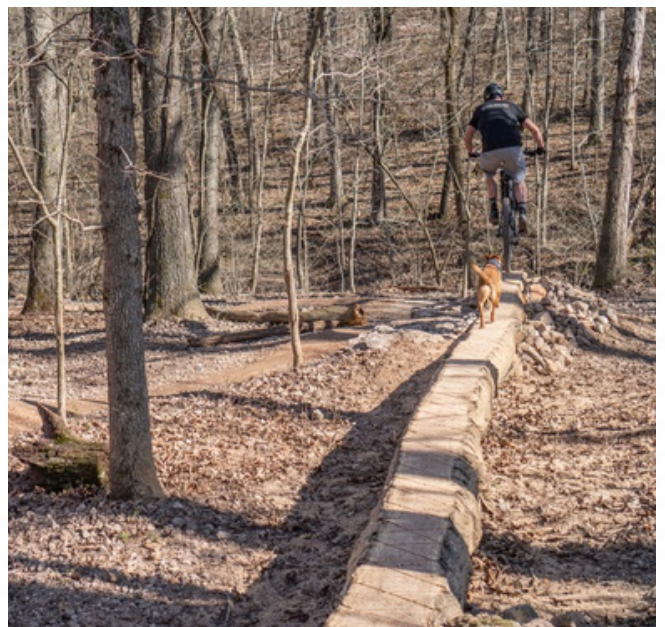
When: 2020-2021

Length: 13+ miles

Type: Purpose-Built XC Enduro Trails

Nestled in the woods on a hillside just outside Downtown Bentonville is Handcut Hollow - an urban downhill and cross-country enduro style trail system with a backcountry feel. These trails, ranging in style, are packed with fun features and optional lines so riders of every skill level can enjoy challenges and progression.

Nearly nine miles of rugged, narrow handcut singletrack form the Traverse Loop around the perimeter of this system, providing a technical cross-country option. Tucked in the middle of this loop, a start hub services six downhill trails of varied levels and a climbing trail. These trails offer smiles for miles in the form of tabletop jumps, rock gardens, rock drops and wooden skinnies that incorporate and capitalize on the features of the natural landscape. Handcut Hollow also offers Zone 4 - a one-of-a-kind technical climbing trail designed to challenge even the best of riders.



REFERENCE

NWA Trailblazers
Victor Gurel, CEO
victor@wearetrailblazers.org



HORSESHOE CANYON

Where: Jasper, AR

When: 2023-2025

Length: 12+ miles

Type: Purpose-Built XC Enduro Trails



Rock Solid led the planning, design, and construction of a world-class trail system at Horseshoe Canyon Ranch in Jasper, Arkansas. Starting with a completely undeveloped landscape, Rock Solid transformed the property into a premier mountain biking destination designed to serve everyone from first-time riders to elite-level pros. The trail system was built to highlight the ranch's dramatic natural features, winding through massive boulder fields, tracing the edges of mountain vistas, crossing seasonal streams, and offering full immersion into the rugged beauty of the Ozarks.

This project wasn't just about building trails; it was about creating a full-scope riding experience. Rock Solid designed a network that maximizes the fun and challenge of, with trails tailored to the unique topography of the ranch. The result is a high-quality, ride-all-day trail system that gives users access to the full expanse of the ranch on two wheels.



REFERENCE

Runway Group

Gary Vernon

gvernon@runwaynwa.com



LAKE ATALANTA

Where: Rogers, AR

When: 2022

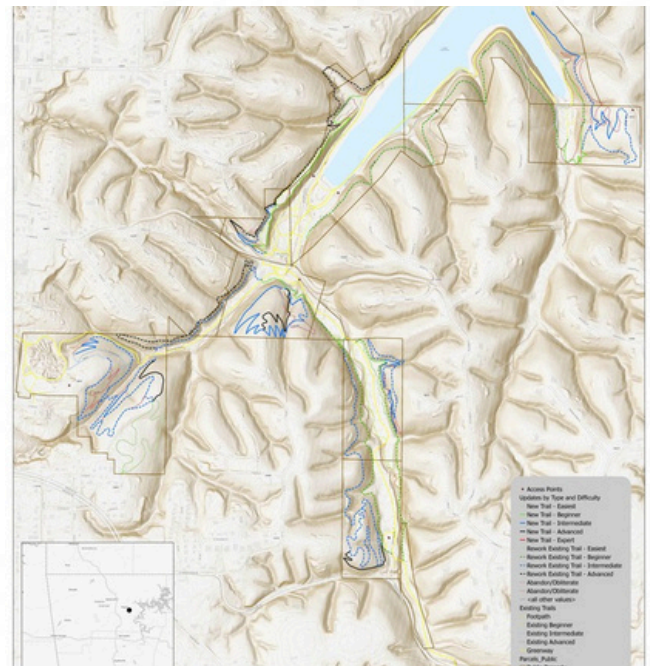
Length: 12 miles

Type: Natural Surface Trail



As one of the oldest trail networks in Northwest Arkansas, Lake Atalanta did not benefit from modern trail planning and design standards at its inception. Quirky trail alignments, years of harsh monsoonal rains and wear and tear led to poor wayfinding, unsustainable conditions and segments exceeding their initial difficulty level.

Seeking to improve sustainability and rider experience, the City of Rogers partnered with Rock Solid to upgrade and optimize the existing trail system. The initial phase of the project was to review over 12 miles of the existing trail and identify segments recommended for retreading or obliteration. New segments were created to meet appropriate trail grades, capture interesting areas of topography or improve the flow and wayfinding of the network. Upon completion and approval of design, Rock Solid was contracted to execute construction for the entire scope of the updates and optimizations.



REFERENCE

City of Rogers
 Andrea VonBrinton, Assistant Director
 Parks and Recreation | avonbrinton@rogersar.gov



LEGACY PARK

Where: Northville, MI

When: 2024 - 2025

Length: 8.5 miles

Type: Multiple Purpose-Built Trail Type



Rock Solid was selected to build the first phase of trails at Legacy Park, a unique build site nestled among the trees on 349 acres. The property is being converted to a large nature preserve and activity park with a plan to build multiple phases of trails for hikers and mountain bikers.

Phase 1 included 1.6 miles of beginner level mountain bike optimized trail, 1.75 miles of hiking-only trail and .8 miles of ADA surfaced trail. Part of the area runs through low-lying marshy terrain, but our talented builders constructed boardwalks to assist users in traversing these areas when water would have otherwise prevented it. Phase 2, completed last year, added another 8 miles of multi-use trails to the park.

The variety of trail incorporated into this build opens the door to a range of park visitors, allowing for people of all ages to explore the new park on foot or by bike. The build also included a parking lot at the trailhead for guests, design and install of trail signage and kiosks with trail maps.



REFERENCE

Charter Township of Northville
Derek Smith, Director of Parks and Recreation
dsmith@twp.northville.mi.us



KEWEENAW POINT TRAIL

Where: Copper Harbor, MI

When: 2016 - ongoing

Length: 18+ miles

Type: Natural Surface MTBO Multi-Use Trail



Part of the Copper Harbor Trails System, the Keweenaw Point Trail meanders across the tip of the Keweenaw peninsula, offering breathtaking views and a sense of adventure for mountain bikers and hikers alike.

Phase I and Phase II of this purpose-built trail were previously completed by Rock Solid crews over several summer build seasons starting in 2016. The trail provides access to multiple destinations along the Keweenaw Peninsula as well as a fun ride for all skill levels with its flowy features and intricate boardwalks, one of which traverses a dense cedar swamp.

In 2023, Phase III became the newest addition to the KPT, adding another five miles of length to the rugged cross-country wilderness trail. The trail takes adventurers along the cliffs of Schlatter Lake, through a burn zone and over Union Creek on an engineered cedar bridge before it hits the white sand beaches of Keystone Bay.

In 2025 crews completed Section 3.2, which added 5 more miles to the trail, and Section 3.3 will be built in 2026 to add another 8 miles.



REFERENCE

Copper Harbor Trails Club
Adam Yeoman, President
adamthp@gmail.com



MONDAY LICK TRAILS

Where: Marlinton, WV

When: 2024

Length: 15 miles

Type: Natural Surface MTBO Multi-Use Trail



Monday Lick is a 27-mile trail system located in the Monongahela National Forest. To accelerate completion of the project, multiple firms were hired to work on the project simultaneously. This effort was part of the region's push to achieve Gold-Level IMBA Ride Center status.

While the project had several funding partners, it was the first trail system in West Virginia to receive funding from the Appalachian Regional Commission—an organization focused on investing in the long-term economic future of Appalachian communities. Monday Lick was one of the first in a wave of trail projects across the state, marking a broader commitment by state leadership to invest heavily in tourism and outdoor recreation.

Rock Solid built enduro-focused trails to offer all levels of riding experience, while portions of the network were designed with a more traditional XC feel. The terrain is exceptionally steep, with nearly 1,000 feet of vertical relief, making it ideal for long, technical descents. Many members of our crew still cite this project as one of their all-time favorites.



REFERENCE

US Forest Service
Benjamin Shaffer, Forest Engineer USFS
Benjamin.Shaffer@usda.gov



OVER THE HILL

Where: Bentonville, AR

When: 2022

Length: 1.5 miles

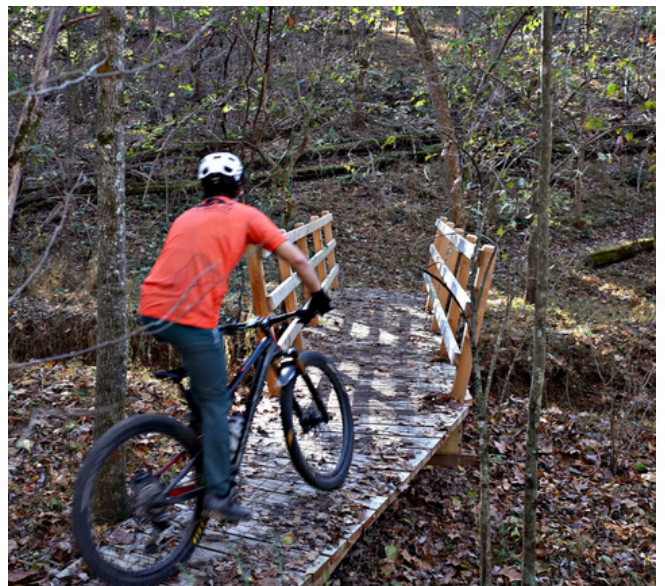
Type: Multi-Use Trail + Bridges



Rock Solid was selected by the Northwest Arkansas TrailBlazers organization to construct a cross-country trail as a hillside connector. This trail serves as a singletrack link between Slaughter Pen trail system and Coler Mountain Bike Preserve, but the finished trail is not just a connector - it's a backcountry experience.

Featuring our signature handcut style singletrack, switchback turns and site-native rock armor, Over the Hill traverses a steep hillside with natural rock shelf terrain. The use of these build techniques allows for minimal maintenance requirements.

The trail also crosses multiple small creeks, which required at least three custom bridge builds. All bridges were constructed with pressure treated lumber for the substructure and anchor points. Cedar was used for the deck boards and railing, then finished with marine epoxy and textured with sand to create a non-slip surface.



REFERENCE

NWA Trailblazers
Victor Gurel, CEO
victor@wearetrailblazers.org



PALO PINTO TRAILS

Where: Palo Pinto Mountains State Park, TX

When: 2024

Length: 7.5 miles

Type: Multi-use and ADA Accessible Trails + Bridge



Located in the mountains of a brand new state park, the Palo Pinto Trails will offer access to the outdoors for a variety of park visitors. The Lake Loop Trail winds effortlessly through the cedars and circles the park's lake, while providing stunning views of the landscape. This trail also features a massive FRP bridge, selected for its sustainability and minimal maintenance needs, and installed by our crews.

The Creek Trail is a natural surface trail that offers a more backcountry feel, complete with creek crossings and an abundance of local wildlife, for the more adventurous park-goers. In contrast, the ADA-accessible Circulation Trail has a firm aggregate surface, making it perfect for visitors of any age and ability to enjoy the scenery from the trail itself or from one of four custom-built lookout points. Additionally, our crews built hike-only stairs for access near the dam and an equestrian trail that bypasses the busier pedestrian trails near the lake and connects riders to the rest of the park.



REFERENCE

Texas Parks and Wildlife Department
Steven Vandervort, Construction Project Manager
Steven.Vandervort@tpwd.gov



REDHEAD BIKE PARK

Where: Chisholm, MN

When: 2020 - ongoing

Length: 15+ miles

Type: Purpose-Build MTBO Trail



Rock Solid has been a part of the trails at Redhead since the park's inception. Our skilled crews were initially selected to craft some of the more technical and advanced level trails during the first year of construction, but the City of Chisholm has awarded work to Rock Solid in subsequent seasons, not only to build more new trails of all levels within the park, but also to help address issues with the existing trails not previously constructed by our crews.

The Rock Solid team has leant its expertise in order to evaluate this extensive trail system and make improvements to the flow of individual trails as well as to the help trail traffic flow more organically through the park itself. Over the past three years, our crews have performed much-needed repairs to deteriorating trails, making them more sustainable for the future and they have redesigned and rerouted existing trail, creating some of the park's most beloved trails as well as a better ride experience overall for the park's many visitors.



REFERENCE

City of Chisholm

Collin Luke, Parks, Trails and Recreation Director

cluke@ci.chisholm.mn.us



SAGAMORE UNIT

Where: Cuyuna Country State Recreation Area, MN

When: 2022

Length: 15 miles

Type: Purpose-Built Adaptive MTB Trails

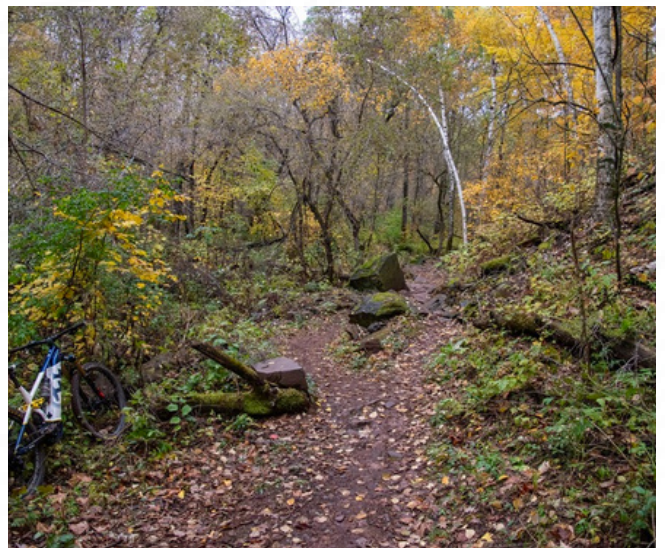


REFERENCE

Minnesota Department of Natural Resources
Trent Luger, Senior Landscape Architect
Parks and Trails Division | Trent.Luger@state.mn.us

Minnesota Department of Natural Resources Parks and Trails has worked with Rock Solid over the course of seven years to build out multiple trail units within the Cuyuna Country State Recreation Area. This area, abandoned by mining companies over 30 years ago, now boasts 5,000 acres of regenerated vegetation with more than 60 miles of mountain bike trails covering nearly 800 acres of this land.

The Sagamore Unit, completed in Summer of 2022, has fifteen miles of mountain bike trails, ranging in difficulty level from beginner to advanced. The system also includes 1.4 miles of accessible natural surface trail and 7.5 miles of purpose-built, aggregate-capped adaptive mountain bike (aMTB) trails. These trails are the largest interconnected trail network in the state, meaning they can be enjoyed without having to drive between trailheads. These trails are also universal with gentler, gradual terrain and no obstacles or trip hazards, allowing all ages and skill levels to enjoy riding together.



SANCTUARY TRAILS

Where: Tulsa, OK

When: 2024-2025

Length: 6 miles

Type: Natural Surface Mixed-use Trails

Rock Solid worked with the River Parks Authority to design-build a new trail system at Turkey Mountain. While the existing trails consisted primarily of machine-built flow tread and older cross-country routes, The Sanctuary introduces a new riding experience to the park.

After research and user input, The Sanctuary was designed as a technical cross-country network featuring challenging rock lines, tall natural skinnies, and engineered creek gaps. Our team carefully crafted this trail system to provide an engaging and dynamic ride while preserving the natural landscape. A custom Tree House Hub was also designed and constructed within a grove of massive oak trees along the shore of a pond, serving as both a gathering space and a unique focal point within the network. Using the design-build process resulted in a trail system rich with technical challenges for all users to enjoy while maintaining a natural backcountry atmosphere that further enhances the user experience.



REFERENCE

River Parks Authority
Ryan Howell, Turkey Mountain Project Manager
ryan@riverparks.org



SIC-A-MORE

Where: Bella Vista, AR

When: 2022-2023

Length: 0.7 miles

Type: Expert Natural Surface Trail

Rock Solid was selected by Northwest Arkansas Trailblazers to construct an advanced multi-use handcut style singletrack loop nestled in a hollow adjacent to the Little Sugar trail system.

Sick -A- More is one of the most unique loops in the area, providing a ride that is as scenic and intimate as it is challenging. The trail is a traditional, narrow backcountry skills loop where riders are confronted with naturally existing obstacles as they climb and descend the rock outcroppings along a steep gully.

Both the lift and tilt style and the bench cut style treads were used in creating the trail that invites riders up to the imposing cliff line. Once up on the cliff line, riders will encounter rock armored features in addition to wooden ramps and boardwalk, nestled into the cliff line and tie seamlessly into the existing natural rock features to create a fluid, yet challenging, loop where even the most advanced level riders can test their technical skills.



REFERENCE

NWA Trailblazers
Victor Gurel, CEO
victor@wearetrailblazers.org



SPLIT ROCK WILDS

Where: Lake County Minnesota

When: 2021-2022

Length: 20 miles

Type: Backcountry Technical MTB Trail

Located in the rugged and remote high country overlooking the shore of Lake Superior, Split Rock Wilds is a challenging, yet scenic loop for intermediate to advanced riders. The trail traverses rocky highlands that are punctuated by wet, low-lying areas, which made it instantly iconic for its wilderness character.

Construction required our crews to live and work out of an isolated work camp on multiple occasions, first in 2020, when five Rock Solid crews built a highly technical advanced trail along a rocky ridgeline, and again in 2021 when we were invited to return and build another ten miles of intermediate trail to complete the loop. This design-build project also features two custom bridges that were built and installed by our skilled fabrication team. Split Rock Wilds highlights our team's ability to complete destination-worthy trails in remote locations where the build conditions are difficult to say the least.



REFERENCE

Lake County Minnesota
Dave Cizmas, Recreation Forester
Dave.Cizmas@co.lake.mn.us



SUNSET VISTA

Where: Bella Vista, AR

When: 2023

Length: 1.4 miles

Type: Natural Surface MTB + Custom Bridges



REFERENCE

NWA Trailblazers
Victor Gurel, CEO
victor@waretrailblazers.org

Rock Solid was selected to construct a multi-use handcut style singletrack experience intended for a variety of users. Sunset Vista follows a cliff line with natural rock shelf terrain and invites you on a traditional cross-country adventure that winds through the trees while exploring the cliff outcroppings and offering majestic overlook views.

Sunset Vista features distinct bridges, as well as smaller puncheons and switchbacks, which maximize usable length. The trail construction creates a consistent intermediate experience by minimizing grades and technical elements above four inches and using stone approaches and small wooden ramps. Due to the exposure along the cliff line, cable hand railing and bridge railings were installed.

Native soil and rock were used with minimal imported stone for armoring. The backcountry style build helps reduce future maintenance requirements.



CRITERIA 24: EMR RATING

WORKERS COMPENSATION EXPERIENCE RATING									
		Risk Name: ROCK SOLID TRAIL CONTRACTING LLC					Risk ID: 914194466		
Rating Effective Date: 05/12/2026			Production Date: 12/30/2025			State: INTERSTATE			
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
AL	.13	451	791	340	0	51,520	0	0	25,500
AR	.15	21,490	36,129	14,639	0	33,580	12,228	12,228	17,000
CO	.14	6	11	5	0	43,010	0	0	14,500
IA	.13	2,980	5,418	2,438	0	50,830	0	0	27,500
LA	.13	1,186	2,157	971	0	99,360	0	0	40,500
MN	.15	1,663	2,866	1,203	0	35,880	0	0	18,500
NC	.13	1,243	2,107	864	0	55,660	0	0	26,000
OK	.14	2,176	3,957	1,781	0	44,620	0	0	19,000
SD	.15	0	0	0	0	32,890	0	0	21,000
TX	.15	140	265	125	0	31,740	0	0	16,500
WV	.15	2,851	4,832	1,981	0	31,970	0	0	16,000
WI	.14	13,391	22,699	9,308	0	44,390	990	990	21,500
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.14		47,577	81,232	33,655	0	40,764	10,609	10,609	
		Primary Losses		Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	10,609		$C * (1 - A) + G$		$(A) * (F)$		(J)	
				81,680		0			92,289
Expected	(E)	33,655		$C * (1 - A) + G$		$(A) * (C)$		(K)	
				81,680		6,661			121,996
		ARAP	FLARAP	SARAP	MAARAP		Exp Mod		
Factors		1.00						(J) / (K)	.76

NCCI'S EXPERIENCE RATING WORKSHEET SUMMARY PAGE NOW INCLUDES A COLUMN FOR THE STATE'S APPROVED PRIMARY/EXCESS LOSS SPLIT POINT, APPLICABLE TO THE RATING EFFECTIVE DATE. RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED. THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

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Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Rock Solid Trail Contracting, LLC
PO Box 139
Copper Harbor, MI 49918**

SURETY:

(Name, legal status and principal place of business)

**Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498**

OWNER:

(Name, legal status and address)

**City of Jackson
161 W Michigan Avenue
Jackson, MI 49201**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

**Sharp Park MTB Trail Project
Jackson, MI**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

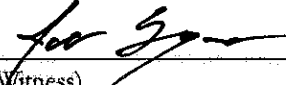
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

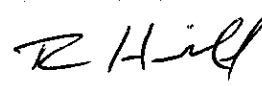
Signed and sealed this 10th day of August, 2026.

Rock Solid Trail Contracting, LLC

(Principal)

(Seal)

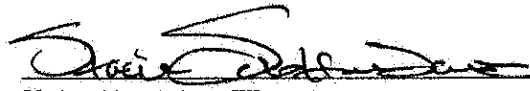

(Witness)


C.O.O

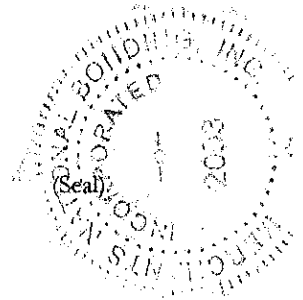
(Title)

Merchants National Bonding, Inc.

(Surety)


Underwriting Assistant (Witness)


Cal Anderson, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Michigan }
County of Houghton }

On this 10 day of August, in the year 2024, before me personally come(s) Rob Hill, to me known, who being duly sworn, deposes and says that he/she resides in the City of Hancock that he/she is the C.O.O of the Rock Solid Trail Contracting, LLC, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Kimberley S Kaura
Notary Public

KIMBERLEY S. KAURA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KEWEENAW
My Commission Expires August 14, 2031
Acting in the County of Houghton

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cal Anderson; Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of March, 2026.



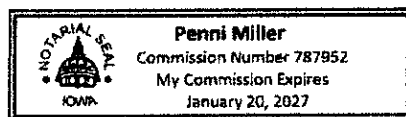
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

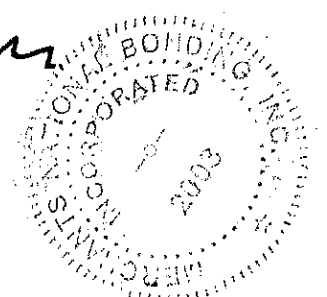
I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of August, 2026.



Elisabeth Sandersfeld

Secretary



POA 0018 (5/25)

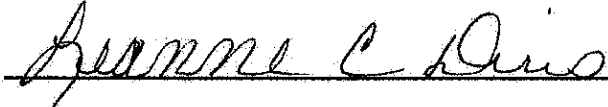
ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 10th day of August, 2026, before me, a Notary Public within and for said County, personally appeared **Cal Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Cal Anderson** acknowledged said instrument to be the free act and deed of said corporation.


NOTARY PUBLIC
My Commission Expires
1/31/2028





[MURDOCH'S DIRT WORKS] RESPONSE DOCUMENT REPORT

All Services No. 2026-PARKS & RECREATION-032

Sharp Park MTB Trail Project

RESPONSE DEADLINE: August 10, 2026 at 1:00 pm

Report Generated: Monday, August 10, 2026

Murdoch's Dirt Works Response

CONTACT INFORMATION

Company:

Murdoch's Dirt Works

Email:

m_murdoch@ymail.com

Contact:

Michael Murdoch

Address:

12605 State Hwy 8
Titusville, PA 16354

Phone:

(814) 671-6119

Website:

murdochsdirworks.com

Submission Date:

Aug 9, 2026 1:00 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 8, 2026 10:08 AM by Michael Murdoch

QUESTIONNAIRE

1. Confirmations

PROPOSAL CONFIRMATION*

By submitting this application, I, the bidder, hereby propose to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

Confirmed

CONTRACT COMPLIANCE*

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute:

will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment, the bidder understands that they will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that they will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Confirmed

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS *

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books,

records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

Confirmed

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION *

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

Confirmed

CERTIFICATION OF NONSEGREGATED FACILITIES*

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder

certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Confirmed

RIGHT TO KNOW CONTRACTOR RELEASE*

As a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's workplace, I must have available the MSDS for these chemicals, in a place accessible to all employees in the workplace. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Confirmed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

I certify

I ACKNOWLEDGE THAT I HAVE REVIEWED THE CONTRACT AND GENERAL CONDITIONS ATTACHMENTS INCLUDED IN THIS PROJECT.

Confirmed

2. Submissions

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

Notarized_-_Non_Collusion_Affidavit.pdf

SUBCONTRACTORS

Please download the below documents, complete, and upload.

- [Subcontractors.pdf](#)

Subcontractors_(1).pdf

ETHICS DISCLOSURE FORM*

Please download the below documents, complete, and upload.

- [Vendors and Contractors Eth...](#)

Notarized_-_Ethics_Disclosure_Form.pdf

REFERENCE QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [REFERENCE QUESTIONNAIRE.docx](#)

Signed_-_Reference_Questionnaire.pdf

RESPONSIBLE CONTRACTOR ORDINANCE*

Please download the below documents, complete, and upload.

- [Responsible Contractor Ordi...](#)

Signed_-_Responsible_Contractor_Ordinance_Questionnaire.pdf

ADDITIONAL DOCUMENTS

Criteria_7_-_Bid_Bond.pdf
Criteria_6_-_Experience_and_Qualifications_Statement.pdf
Criteria_12_-_Staffing_Capabilities_Statement.pdf
Criteria_19_-_Murdochs_Dirt_Works_MTB_Trail_References.pdf
Criteria_22_-_Murdochs_Dirt_Works_MTB_Trail_References.pdf
Criteria_23_-_MDW_Trail_Crew_Assessment_Guide.pdf
Criteria_24_-_Murdochs_Dirt_Works_ERM_Letter.pdf
Criteria_26_-_Experience_and_Qualifications_Statement_-_Copy.pdf
Criteria_28_-_Equal_Employment_Opportunity_Program.pdf
Murdoch_COI.pdf

PRICE TABLES

SHARP PARK MTB TRAIL - NEW CONSTRUCTION

PLEASE CHECK "NO BID" BOX IF YOU DETERMINE IT ONLY NEEDS REHABILITATION. OTHERWISE, PROVIDE THE LUMP SUM PRICE.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	MUSEUM & SCHOOL HOUSE TRAIL MATRIX - NEW	1	LUMP SUM	\$26,638.80	\$26,638.80	
2	HEDGE ROW & PROBERT TRAIL MATRIX - NEW	1	LUMP SUM	\$37,871.00	\$37,871.00	
3	DRIVING RANGE (EAST RIVER) TRAILS 1-4 TRAIL MATRIX - NEW	1	LUMP SUM	\$31,251.00	\$31,251.00	
4	DRIVING RANGE (EAST RIVER) TRAILS 1-4 NORTH LOOP TRAIL MATRIX - NEW	1	LUMP SUM	\$68,908.80	\$68,908.80	
TOTAL					\$164,669.60	

SHARP PARK MTB TRAIL - REHABILITATION

PLEASE CHECK "NO BID" BOX IF YOU DETERMINE IT WILL REQUIRE NEW CONSTRUCTION. OTHERWISE, PROVIDE THE LUMP SUM PRICE.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	MUSEUM & SCHOOL HOUSE TRAIL MATRIX - REHAB	1	LUMP SUM	\$25,477.50	\$25,477.50	
2	HEDGE ROW & PROBERT TRAIL MATRIX - REHAB		LUMP SUM	No Bid	No Bid	X
3	DRIVING RANGE (EAST RIVER) TRAILS 1-4 TRAIL MATRIX - REHAB	1	LUMP SUM	\$4,537.50	\$4,537.50	
4	DRIVING RANGE (EAST RIVER) TRAILS 1-4 NORTH LOOP TRAIL MATRIX - REHAB		LUMP SUM	No Bid	No Bid	X
TOTAL					\$30,015.00	

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

SS

COUNTY OF Crawford

Michael Murdoch, being first duly sworn, deposed and says that:

1. He is owner of, Murdoch's Dirt Works the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 8/6/2026 By: Murdoch's Dirt Works
(Company)
By: Michael Murdoch owner
(Title)

Subscribed and sworn to before me, a Notary Public, this 6 day of August, 2026.

[Signature]

Commonwealth of Pennsylvania - Notary Seal
Charlene A. Milner, Notary Public
Crawford County
My commission expires October 16, 2028
Commission number 1061509
Member, Pennsylvania Association of Notaries

Notary Public, Crawford County,
My commission expires: 10/16/2028

SUBCONTRACTORS

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.



City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name <u>Michael Murdoch</u>	Company <u>Murdoch's Dirt Works</u>
Telephone <u>(814) 671-6119</u>	Email Address <u>m_murdoch@yahoo.com</u>

Contract or matter pending with the City:

Sharp Park MTR Trails Project

I, Michael Murdoch, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

¹ Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

² Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

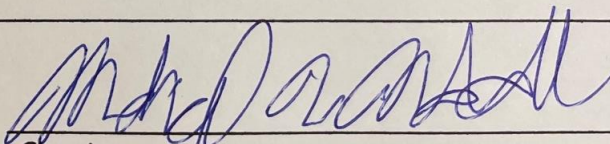
Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

☒ None of the above apply.

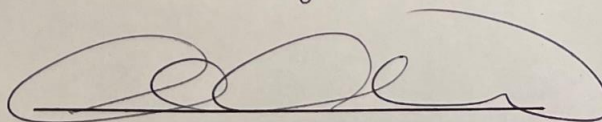
Dated: 8/6/2026


Signature

STATE OF ^{cm} ~~MICHIGAN~~ ^{PA})
COUNTY OF ^{Crawford} ~~JACKSON~~ ^{cm}) SS

The foregoing instrument was acknowledged before me this 6 day of August, 2026,
By Michael Murdoch ^{cm}.

Commonwealth of Pennsylvania - Notary Seal
Charlene A. Milner, Notary Public
Crawford County
My commission expires October 16, 2028
Commission number 1061509
Member, Pennsylvania Association of Notaries



REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Murdoch's Dirt Works LLC
 2. Established: Year 2023 Number of Employees 4
 3. Type of organization: Individual X Partnership Corporation Other
 4. Former name(s) if any, and year(s) in business
-
-

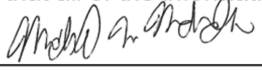
5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Allegheny Hike, Bike and Ski
Address: 300 Main St, Ridgway, PA 15853
Phone: 814-594-8373
Contact: Jason Armogast
Type of Work: MTB Trail Design and Construction
Budget: \$70,000

5.2 Company Name: Allegheny Gnar
Address: 661 Warren Rd, Franklin, PA 16323
Phone: 814-440-8078
Contact: Jim Cole
Type of Work: MTB Trail Assessment, Design and Construction
Budget: Charitable Work

5.3 Company Name: Drake Well BMX
Address: 516 Allen St, Titusville, PA 16354
Phone: 814-758-6029
Contact: Dan Hasbrouck
Type of Work: BMX Track Construction with Pump Track
Budget: Charitable Work

I certify that all of the information provided is true and answered to the best of my ability.

Signed  Name Michael Murdoch
Title Owner Date 8/7/2026

Responsible Contractor Ordinance

Below are twenty-nine (29) Responsibility Criteria that must be answered per the City's Responsible Contractor Ordinance. For each criterion provide a relevant response or attachments as required.

Answers to these criteria will not exclude any bidder from the bid process or ultimate award.

CRITERIA 1:	
COMPANY NAME:	Murdoch's Dirt Works LLC
ADDRESS:	12605 State Hwy 8
CITY, STATE, ZIP:	Titusville, PA 16354
TELEPHONE:	814-671-6119
OFFICERS:	
President: Michael Murdoch	Email Address: m_murdoch@ymail.com
Vice President:	Email Address:
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Murdoch's Dirt Works LLC
STREET ADDRESS:	12605 State Hwy 8
CITY, STATE, ZIP CODE:	Titusville, PA 16354
UNDER CURRENT MANAGEMENT SINCE (DATE):	September 1, 2023

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 1 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 3:

State and local licenses and license numbers held by your organization:

PA Contractor #200519

US DOT 4130308

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?

New trail crew hires are required to logged have 40+ hours of mentored trail work experience, complete OSHA 10 training and an assessment by a Sr Trail Crew staff. Advancement to Sr or Manager positions require 500+ hours logged of trail work experience and/ or more advanced formal training such as: Wilderness First Aid, CPR, Trail Skills Training, OSHA 30, Wildland Fire, and for operators of special equipment Chainsaw Certification, CDL, Equipment Operator Training and UTV/ ATV Certifications.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.

Murdoch's Dirt Works LLC affirms that all employees, subcontractors, and other individuals performing work on a project shall possess and maintain all licenses, certifications, registrations, and qualifications required by law for their respective trades, occupations, or professions throughout the duration of the project. Prior to performing work, Murdoch's Dirt Works LLC will verify, as applicable, that required licenses and certifications are current and in good standing. No individual shall be permitted to perform work requiring a professional or occupational license unless such license is valid, current, and applicable to the work being performed.

CRITERIA 5:

Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.

Murdoch's Dirt Works LLC affirms that it is enrolled in and actively participates in the federal E-Verify Employment Eligibility Verification Program and verifies the employment eligibility of all newly hired employees in accordance with federal and applicable state requirements. Murdoch's Dirt Works LLC complies with all applicable federal, state, and local laws governing employment eligibility, immigration, and the hiring of non-United States citizens, including the proper completion and maintenance of Employment Eligibility Verification (Form I-9) documentation and compliance with all applicable work authorization and visa requirements.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 2 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 6 (ATTACHMENT REQUIRED)

Attach evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.

CRITERIA 7 (ATTACHMENT REQUIRED)

Evidence of bonding capacity within the past twelve (12) months, that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.

CRITERIA 8:

A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).



NONE

CRITERIA 9:

Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years.



NONE

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 3 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 10:

Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

☒ NONE

CRITERIA 11:

Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

Name:	Franklin Insurance Agency Inc.
Type of Coverage:	General Liability, Auto Liability, Worker's Comp & Employee Liability
Telephone:	814-432-4523

Are you self-insured for Worker's Compensation Insurance? Yes ☒ No ☐

CRITERIA 12 (ATTACHMENT REQUIRED):

A statement regarding the bidder's staffing capabilities and labor sources including subcontractors and a verification from the bidder that construction workers will not be misclassified as independent contractors in violation of state or federal law.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 4 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 13:

Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.

- ☐ Yes, we have a Fitness for Duty Program
- ☒ No, we do not have a Fitness for Duty Program

Additional Information:

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Murdoch's Dirt Works LLC warrants that all work performed will be completed in a professional and workmanlike manner consistent with generally accepted industry standards for trail construction, excavation, grading, and related services. Workmanship, equipment and materials required for the project will be warranted for a period of one (1) year from the date of substantial completion unless otherwise specified in the project contract. During the warranty period, Murdoch's Dirt Works will repair or correct defects in workmanship, equipment or materials that are determined to have resulted from improper installation or negligent performance by Murdoch's Dirt Works personnel.

CRITERIA 15:

A statement affirming that the firm will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.

Murdoch's Dirt Works LLC affirms that it will pay all craft employees, laborers, mechanics, operators, and other workers employed on each project not less than the applicable wage rates and fringe benefits required by federal, state, or local prevailing wage laws, regulations, and contract requirements. Murdoch's Dirt Works LLC is committed to full compliance with all applicable labor standards, including but not limited to the payment of prevailing wages, fringe benefits, overtime compensation, payroll reporting, and certified payroll requirements when applicable. Wage classifications shall be assigned in accordance with the work performed, and employees shall be compensated at the current rates established for the project by the appropriate governing agency. Murdoch's Dirt Works LLC will maintain accurate payroll records, make such records available for inspection as required by law or contract, and cooperate fully with any authorized compliance reviews or audits.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 5 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 16:

A statement from the contractor or subcontractor acknowledging their obligation to comply with this Ordinance in each contract and subcontract.

Murdoch's Dirt Works LLC acknowledges and understands its obligation to comply with all applicable requirements of the City of Jackson Responsible Contractor Ordinance, as well as all other applicable federal, state, and local laws, regulations, and contractual requirements associated with the Sharp Park Mountain Bike Trail Project.

CRITERIA 17:

A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Murdoch's Dirt Works LLC has reviewed the project plans, specifications, and available site assessment information. Based on this review, the Company does not anticipate the need for change orders outside the defined project scope under normal construction conditions. The only foreseeable circumstances that could necessitate a change order would be the discovery of unforeseen subsurface conditions or archaeological and cultural resources that were not yet identified. Examples include: previously unidentified underground utilities/ infrastructure; Archaeological artifacts, historic features, human remains, or other culturally significant resources requiring work stoppage, investigation, or project modifications. Should any of these conditions be encountered, Murdoch's Dirt Works LLC will immediately notify the Owner and suspend work in the affected area until appropriate direction is received. Because the nature and extent of such unforeseen conditions cannot be determined prior to excavation or construction activities, the associated costs cannot be accurately quantified at this time. Potential change orders could reasonably range from approximately \$2,500 for minor field modifications to \$50,000 or more for significant archaeological discoveries or major unforeseen subsurface conditions. Any change order pricing will be based on the actual labor, equipment, materials, engineering, permitting, and schedule impacts directly attributable to the unforeseen condition.

CRITERIA 18:

Qualifications of management and supervisory personnel to be assigned by the bidder.

Michael Murdoch, Lead Equipment Operator/ Trail Crew Manager: Graduate of Heavy Equipment Operations Program at New Castle School of Trades/ 16+ years experience of professional heavy equipment operating including construction of machine built natural surface MTB trails, bike jump lines, bike skills parks, BMX and motocross tracks/ 16+ years experience of on-site Erosion and Sediment Plan Implementation/ Class A CDL/ Chainsaw Training/ Trail Skills Training/ OSHA 10 Training/ First Aid CPR Training

Russell Lineman, Project Manager/ Trail Crew Leader: 500+ hours experience as Trail Crew Leader on MTB trail projects/ 15+ years experience in contract project management/ Trail Skills Training/ OSHA 10 Training/ First Aid CPR Training

Kourtney Rusko, Natural Resources Manager/ Trail Crew Manager: Graduated from Grand Canyon University/ Environmental Field Scientist specializing in sustainable outdoor recreation/ Trail Skills Training/ OSHA 10 Training/ First Aid CPR Training

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 6 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 19 (ATTACHMENT REQUIRED):

References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

CRITERIA 20:

Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.

Murdoch's Dirt Works LLC follows a quality assurance checklist for each trail building job that includes inspection by management personnel at completion, 30 days after completion and 1 year after completion to ensure all trails and features are meeting professional industry trail standards and if any issues are identified they are fixed as per our warranty statement. Results from previous projects have not required any warranty work but the inspections are still extremely beneficial by gathering notes and feedback for future trail development. During inspections we are able to see what trails and features are most used by the local community and help educate local trail stewards on the best maintenance practices for the trail system.

CRITERIA 21:

Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.

If awarded the contract, Murdoch's Dirt Works LLC will dedicate the personnel, equipment, and resources necessary to ensure that construction activities proceed continuously and without unnecessary interruption. Murdoch's Dirt Works LLC is dedicating 3 experienced management personnel and a full-time project manager that will coordinate all phases of construction to maintain an orderly workflow, minimize delays, and achieve timely completion.

CRITERIA 22 (ATTACHMENT REQUIRED):

A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximately dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 7 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 23:

The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.

Minimum 1 Sr Trail Crew/ Managment Personnel to 4 Trail Crew Personnel on job site.

Do you participate in the Registered Apprenticeship Programs that are registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

☐ Yes

☒ No

Additional Information:

(ATTACHMENT REQUIRED) Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

CRITERIA 24 (ATTACHMENT REQUIRED)

Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.

CRITERIA 25:

All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course of safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

☒ Yes

☐ No

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 8 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

CRITERIA 26 (ATTACHMENT REQUIRED):

Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status

CRITERIA 27:

A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, it is construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.

If awarded the contract, Murdoch's Dirt Works LLC will advertise a job opening in the area for part-time trail crew staff to assist and learn from our experienced personnel. We expect the need to hire at least 1 additional employee for the project duration. Hiring an applicant in the Jackson, MI area would be preferred by Murdoch's Dirt Works LLC for 2 primary reasons: the applicant needs to be able to travel to the project site daily and after the project the applicant will be qualified to train or assist local volunteer trail stewards which will further enrich the local mountain bike community in the Jackson, MI area.

CRITERIA 28 (ATTACHMENT REQUIRED):

Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

CRITERIA 29:

Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity of expression, height, weight, or disability. **COMPANIES EQUAL EMPLOYMENT**

OPPORTUNITY STATEMENT:

Murdoch's Dirt Works LLC is an Equal Opportunity Employer and is committed to providing a workplace free from discrimination and harassment. Murdoch's Dirt Works LLC does not discriminate on the basis of race, color, sex, pregnancy, age, religion, national origin, ancestry, marital status, sexual orientation, gender identity or gender expression, height, weight, disability, genetic information, veteran status, military status, or any other characteristic protected by applicable federal, state, or local law.

Murdoch's Dirt Works LLC

Print Firm Name/Principal

Murdoch's Dirt Works LLC

Signature/Principal

8/7/2026

Date

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 9 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

Bid Evaluation Criteria.

Once the City deems a contractor a responsible bidder, having used the process identified above, the City must consider the contractor's bid. The City must consider, at minimum, each of the evaluation criteria listed in this Section in determining the best bid. The City may require contractors or subcontractors to provide additional information by inclusion in bid documents. Additionally, the list set forth below in no way limits any additional criteria that the City may deem relevant for purposes of making a determination of the best bid.

Bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed criteria and any other criteria specified by the City through the bid documents. The City may request additional information or explanation from any contractor or subcontractor regarding any particular criteria. The bid documents must provide that the City retains the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

Submitted bids must break out labor costs from material and equipment costs.

For each separate bid package, the City in its discretion will weigh the information provided by the contractor or subcontractor regarding the evaluating criteria, as a whole, to determine the best bid. Except as otherwise required by law, no single criterion will necessarily be determinative in assessing which bid is the best bid. The Purchasing Department must weigh each of the criteria based on a distribution of percentage points on a 100-point scale. Additionally, The Purchasing Department shall provide space on the bid evaluation form for the prospective bidder to include additional information about themselves and/or their bid – this section would be optional for the prospective bidder to fill out. The criteria to be considered in bid evaluation on construction projects by the City shall be weighed categorically as follows, and shall include:

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 10 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

Price (25%)

1. A statement identifying what possible change orders could be necessary and what their approximate subsequent total costs would be.

Submitted Bid:	\$194,684.60
Labor Costs:	\$104,184.60
Materials Costs:	\$35,000.00
Equipment Costs:	\$55,500.00
Possible Change Orders:	Murdoch's Dirt Works LLC has reviewed the project plans, specifications, and available site assessment information. Based on this review, the Company does not anticipate the need for change orders outside the defined project scope under normal construction conditions. The only foreseeable circumstances that could necessitate a change order would be the discovery of unforeseen subsurface conditions or archaeological and cultural resources that were not yet identified. Examples include: previously unidentified underground utilities/ infrastructure; Archaeological artifacts, historic features, human remains, or other culturally significant resources requiring work stoppage, investigation, or project modifications. Should any of these conditions be encountered, Murdoch's Dirt Works LLC will immediately notify the Owner and suspend work in the affected area until appropriate direction is received. Because the nature and extent of such unforeseen conditions cannot be determined prior to excavation or construction activities, the associated costs cannot be accurately quantified at this time. Potential change orders could reasonably range from approximately \$2,500 for minor field modifications to \$50,000 or more for significant archaeological discoveries or major unforeseen subsurface conditions. Any change order pricing will be based on the actual labor, equipment, materials, engineering, permitting, and schedule impacts directly attributable to the unforeseen condition.

Corporate Accountability (25%)

1. Qualifications of management and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.
5. A list of projects completed within the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 11 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

Workplace Safety (25%)

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.
3. All craft labor that will be employed by the firm for the project has completed at least the OSHA 10 hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. Documentation of master or journeyperson certification or status for masters and journeypersons to be used on the project, and the source of such certification or status.

Workforce Development (15%)

1. Documentation as to pay rates of employees and whether the bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.
2. Documentation if the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

Social Equity (10%)

1. A statement from the bidder as to what percentage of its workforce can be drawn significantly from area residents because a goal of the City is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

RESPONSIBLE CONTRACTOR ORDINANCE

PAGE 12 OF 12 – THIS DOCUMENT MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR NAME Murdoch's Dirt Works LLC

Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Murdoch's Dirt Works LLC
 12605 State Highway 8, Titusville, PA 16354
 (814) 671-6119

SURETY:

(Name, legal status and principal place of business)

Jet Insurance Company
 6701 Carmel Rd Ste 250 Charlotte, NC 28226
 8004381162

OWNER:

(Name, legal status and address)

City of Jackson Michigan
 161 West Michigan Avenue
 Jackson MI 49201

BOND AMOUNT:Not to Exceed: **Nine Thousand Seven Hundred Thirty-four** (**\$9,734.23**) Dollars**PROJECT:**

(Name, location or address, and Project number, if any)

Sharp Park MTB Trail Project (2026-PARKS & RECREATION-032)
 161 West Michigan Avenue, Jackson, MI 49201

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **7th** day of **August** **2026****Murdoch's Dirt Works LLC**

(Principal)

(Seal)

(Witness)


(Witness) **Nick Brady**

(Title)

Jet Insurance Company

(Surety)

David Gonsalves

Attorney In Fact

(Title)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



PO Box 471023
Charlotte, NC 28226
Phone: (800) 438-1162
Fax: (704) 364-3214

This form must be returned to The Bond Exchange within five (5) Business days after the release of the project bid results. We must notify the Surety.

Without these results, Final Payment and Performance bonds will not be approved.

Contractor's Name: Murdoch's Dirt Works LLC
Project Name: Sharp Park MTB Trail Project (2026-PARKS & RECREATI
Bid Bond Number: BB781985
Bid Bond Estimate: 194684.60
Date of Bid: 2026-08-09

WERE YOU LOW BIDDER: ☐ YES ☐ NO

PLEASE COMPLETE THE FOLLOWING:

<u>BIDDER</u>	<u>AMOUNT</u>
Low Bid: _____	\$ _____
2 nd Bid: _____	\$ _____
3 rd Bid: _____	\$ _____

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name
David Gonsalves

Limit of Liability per Bond
\$9,734.23

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.



JET INSURANCE COMPANY

Spencer Siino

Richard Popp

STATE OF NORTH CAROLINA
County of Mecklenburg

Spencer Siino, President

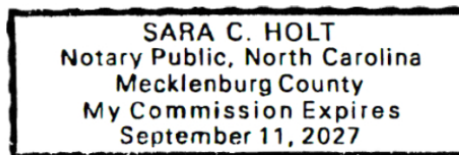
Richard Popp, Secretary

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.



I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of August, 2026.



Richard Popp

Richard Popp, Secretary



Murdoch's Dirt Works LLC

Address: 12605 State Hwy 8, Titusville, PA 16354

Phone: 814-671-6119

Email: m_murdoch@ymail.com

Website: murdochsdirtworks.com

EXPERIENCE/ QUALIFICATIONS STATEMENT

MTB Trail Project Leadership

Michael Murdoch – Lead Equipment Operator/ Trail Crew Manager

- Graduate of Heavy Equipment Operations Program at New Castle School of Trades
- 16+ years experience of professional heavy equipment operating including construction of machine built natural surface MTB trails, bike jump lines, bike skills parks, BMX and motocross tracks
- 16+ years experience of on-site Erosion and Sediment Plan Implementation
- Class A CDL
- Chainsaw Training
- Trail Skills Training
- OSHA 10 Training
- First Aid/ CPR Training

Russell Lineman – Project Manager/ Trail Crew Leader

- 500+ hours experience as Trail Crew Leader on MTB trail projects
- 15+ years experience in contract project management
- Trail Skills Training
- OSHA 10 Training
- First Aid/ CPR Training

Kourtney Rusko – Natural Resources Manager/ Trail Crew Manager

- Graduated from Grand Canyon University
- Environmental Field Scientist specializing in sustainable outdoor recreation
- Trail Skills Training
- OSHA 10 Training
- First Aid/ CPR Training

MTB Trail Project References

Laurel Mill Mountain Bike Trails – Ridgway, PA

Location: Sandy Beach Park, Ridgway, PA

Project Contact: Jason Armogast (President - Allegheny Hike, Bike and Ski), 300 Main St., Ridgway PA 15853, phone: 814-594-8373

Project Timeline: April – June 2026

Project Description: Pennsylvania DCNR funded project to design and construct 2+ miles of new natural surface mountain bike trails. Murdoch's Dirt Works constructed 1.2 miles of machine built flow trail and 1 mile of hand-built single track. This project required strategies to overcome a variety of terrain including soft sandy soil that required plate compacting, numerous underground springs that required 100ft of bog bridging and raised trail tread, 3 permitted stream crossings that required a total 60ft of bridging and 100ft of silt sock for E&S management, rolling dips and bench cutting for erosion management on steep terrain, and heavy equipment to move large boulders and build trail features. The finished trails include numerous features like berms, rollers, rock drops, rock gardens, rock roll-overs, and more. Murdoch's Dirt Works finished the planned 1.6 miles of trail early and under budget allowing us to start on the next on the next phase of the project early and add on 0.6 miles of additional trail before the DCNR funding expired. Total project budget \$70,000.



Photos (left to right): Hand-built trail section/ Bridge built with natural rock anchors and hardwood timbers/ Excavator work to move and stack boulders used for trail features



Photos continued (left to right): Bi-directional corner with inside climbing turn and outside banked berm/ stacked rock-roll feature/ technical rock garden/ bench cut trail work/ machine-built and compacted trail surface



Allegheny Gnar MTB Trails – Venango County, PA

Location: 2 Trailheads in Venango County: President Township at corner of Hwy 62/ President Rd and Oil City, PA at Charley Run on Hwy 62/ Main St.

Project Contact: James Cole (Vice President - Allegheny Gnar), 661 Warren Rd, Franklin, PA 16323, phone: 814-440-8078

Project Timeline: Multi-phase project starting in September 2023, with additional phases complete in 2024 and 2026.

Project Description: Site assessment, mapping, design and construction of 6+ miles of purpose built mountain bike trail at 2 site locations in Venango County managed by Allegheny Gnar, a volunteer-run nonprofit organization. Murdoch's Dirt Work's employees built a variety of trail types ranging from machine built and compacted flow trails, expert jump lines, natural hand-built technical trail, beginner XC trails and purpose built downhill race trails that have hosted numerous USA Cycling sanctioned events. These trails covered steep and rocky terrain within watersheds of Class A Trout Streams and scenic rivers, making erosion and sediment planning extremely important. This project was unfunded and built in collaboration with volunteers that were logging mentored trail building experience.

Photos (right/ top to bottom): Wood Platform with down ramp into skills line/ Hand-built expert rock garden/ gravity flow trail/ Natural rock drop



Drake Well BMX – Titusville, PA

Location: 516 Allen St, Titusville, PA 16354

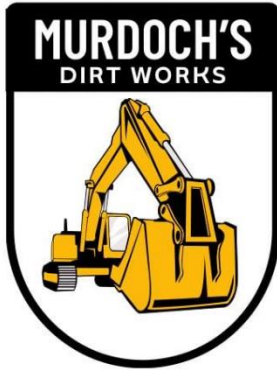
Project Manager/ Contact: Dan Hasbrouck (President – Drake Well BMX), phone: 814-758-6029

Project Timeline: September 2023

Project Description: 15,000 sq ft of track surface re-constructed and smoothly graded 16ft wide. Improved turns to flow better for managing speed, re-built obstacles to be fun and safe for all skill levels, resolved drainage issues to manage water run off efficiently. All labor and equipment was donated by Murdoch's Dirt Works to Drake Well BMX, a nonprofit organization.

Photos (top to bottom): Heavy equipment operating to re-build obstacles/ completed BMX track built by Murdoch's Dirt Works





Murdoch's Dirt Works LLC

Address: 12605 State Hwy 8, Titusville, PA 16354

Phone: 814-671-6119

Email: m_murdoch@ymail.com

Website: murdochsdirtworks.com

Staffing Capabilities, Labor Resources, and Worker Classification Statement

Murdoch Dirt Works LLC possesses the staffing capabilities, management resources, equipment, and labor force necessary to successfully perform the work required under its construction contracts. Murdoch's Dirt Works LLC maintains a qualified workforce consisting of experienced project managers, supervisors, equipment operators, laborers, and skilled craft employees capable of completing projects safely, efficiently, and in accordance with contract requirements.

Murdoch Dirt Works LLC continually evaluates workforce needs and maintains access to multiple labor sources, including direct hiring, employee referrals, trade and vocational schools, professional trail building organizations, and local mountain bike volunteer groups that have mentorship programs to ensure adequate staffing throughout the duration of each project.

Murdoch Dirt Works LLC affirms that all workers performing services on its projects will be properly classified in accordance with all applicable federal, state, and local laws governing employment relationships. Murdoch Dirt Works LLC will not misclassify employees as independent contractors or otherwise engage in employment practices that violate applicable worker classification laws.

Employees performing work under the direction and control of Murdoch Dirt Works LLC will be classified as employees and will receive all wages, benefits, payroll tax withholdings, workers' compensation coverage, unemployment insurance, and other protections required by law.

Murdoch Dirt Works LLC is committed to maintaining a qualified, legally compliant workforce and ensuring that all personnel assigned to its projects are properly employed, compensated, and classified in accordance with applicable federal, state, and local laws.

Murdoch's Dirt Works LLC - MTB Trail Project References

Laurel Mill Mountain Bike Trails – Ridgway, PA

Location: Sandy Beach Park, Ridgway, PA

Project Contact: Jason Armogast (President - Allegheny Hike, Bike and Ski), 300 Main St., Ridgway PA 15853, phone: 814-594-8373

Project Timeline: April – June 2026

Project Description: Pennsylvania DCNR funded project to design and construct 2+ miles of new natural surface mountain bike trails. Murdoch's Dirt Works constructed 1.2 miles of machine built flow trail and 1 mile of hand-built single track. This project required strategies to overcome a variety of terrain including soft sandy soil that required plate compacting, numerous underground springs that required 100ft of bog bridging and raised trail tread, 3 permitted stream crossings that required a total 60ft of bridging and 100ft of silt sock for E&S management, rolling dips and bench cutting for erosion management on steep terrain, and heavy equipment to move large boulders and build trail features. The finished trails include numerous features like berms, rollers, rock drops, rock gardens, rock roll-overs, and more. Murdoch's Dirt Works finished the planned 1.6 miles of trail early and under budget allowing us to start on the next on the next phase of the project early and add on 0.6 miles of additional trail before the DCNR funding expired. Total project budget \$70,000.



Photos (left to right): Hand-built trail section/ Bridge built with natural rock anchors and hardwood timbers/ Excavator work to move and stack boulders used for trail features



Photos continued (left to right): Bi-directional corner with inside climbing turn and outside banked berm/ stacked rock-roll feature/ technical rock garden/ bench cut trail work/ machine-built and compacted trail surface



Allegheny Gnar MTB Trails – Venango County, PA

Location: 2 Trailheads in Venango County: President Township at corner of Hwy 62/ President Rd and Oil City, PA at Charley Run on Hwy 62/ Main St.

Project Contact: James Cole (Vice President - Allegheny Gnar), 661 Warren Rd, Franklin, PA 16323, phone: 814-440-8078

Project Timeline: Multi-phase project starting in September 2023, with additional phases complete in 2024 and 2026.

Project Description: Site assessment, mapping, design and construction of 6+ miles of purpose built mountain bike trail at 2 site locations in Venango County managed by Allegheny Gnar, a volunteer-run nonprofit organization. Murdoch's Dirt Work's employees built a variety of trail types ranging from machine built and compacted flow trails, expert jump lines, natural hand-built technical trail, beginner XC trails and purpose built downhill race trails that have hosted numerous USA Cycling sanctioned events. These trails covered steep and rocky terrain within watersheds of Class A Trout Streams and scenic rivers, making erosion and sediment planning extremely important. This project was unfunded and built in collaboration with volunteers that were logging mentored trail building experience.

Photos (right/ top to bottom): Wood Platform with down ramp into skills line/ Hand-built expert rock garden/ gravity flow trail/ Natural rock drop



Drake Well BMX – Titusville, PA

Location: 516 Allen St, Titusville, PA 16354

Project Manager/ Contact: Dan Hasbrouck (President – Drake Well BMX), phone: 814-758-6029

Project Timeline: September 2023

Project Description: 15,000 sq ft of track surface re-constructed and smoothly graded 16ft wide. Improved turns to flow better for managing speed, re-built obstacles to be fun and safe for all skill levels, resolved drainage issues to manage water run off efficiently. All labor and equipment was donated by Murdoch's Dirt Works to Drake Well BMX, a nonprofit organization.

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Murdoch's Dirt Works LLC - MTB Trail Project References

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Location: 516 Allen St, Titusville, PA 16354

Project Manager/ Contact: Dan Hasbrouck (President – Drake Well BMX), phone: 814-758-6029

Project Timeline: September 2023

Project Description: 15,000 sq ft of track surface re-constructed and smoothly graded 16ft wide. Improved turns to flow better for managing speed, re-built obstacles to be fun and safe for all skill levels, resolved drainage issues to manage water run off efficiently. All labor and equipment was donated by Murdoch's Dirt Works to Drake Well BMX, a nonprofit organization.

Photos (top to bottom): Heavy equipment operating to re-build obstacles/ completed BMX track built by Murdoch's Dirt Works





Murdoch's Dirt Works LLC

Address: 12605 State Hwy 8, Titusville, PA 16354

Phone: 814-671-6119

Email: m_murdoch@ymail.com

Website: murdochsdirtworks.com

Trail Builder Employee Skills & Qualification Assessment

Employee Name: _____

Position: _____

Assessment Date: _____

Evaluator: _____

Review Period: ☐ New Hire ☐ 30-Day Review ☐ 90-Day Review ☐ Annual Review

Rating Scale

Score	Description
1	No Experience
2	Basic Understanding
3	Performs with Supervision
4	Independent & Proficient
5	Expert / Can Train Others

SECTION 1 – Safety & Professionalism

Skill	Rating	Comments
Arrives prepared and on time		
Uses required PPE correctly		
Demonstrates safe tool operation		
Maintains situational awareness		
Follows company safety procedures		
Identifies hazards before work begins		
Maintains professional attitude		
Works respectfully with clients and land managers		

Section Score: ____ /40

SECTION 2 – Trail Construction

Skill	Rating	Comments
Hand tool proficiency (McLeod, Rogue Hoe, Pulaski, Shovel, Pick Mattock)		
Trail corridor clearing		
Bench cut construction		
Grade control		
Outslope construction		
Backslope finishing		
Drainage installation		
Rolling grade dips		
Climbing turns		
Switchback construction		
Rock armoring		
Rock retaining walls		
Timber structures		
Finish grading		
Soil compaction techniques		

Section Score: ____ /75

SECTION 3 – Trail Maintenance

Skill	Rating	Comments
Drain cleaning		
Vegetation management		
Tread repair		
Erosion repair		
Trail inspections		
Hazard tree identification		
Minor bridge maintenance		
Sign installation and repair		

Section Score: ____ /40

SECTION 4 – Equipment Operation

Handheld Equipment

Equipment	Rating	Comments
-----------	--------	----------

Chainsaw

Brush cutter

String trimmer

Leaf blower

Plate compactor

Heavy Equipment

Equipment	Rating	Comments
-----------	--------	----------

Mini Excavator

Compact Track Loader

Skid Steer

Mini Dozer

Wheel Loader

Tractor

Dump Trailer

SECTION 5 – Trail Design & Planning

Skill	Rating	Comments
-------	--------	----------

Reads construction plans

Uses clinometer

Uses digital level

Uses GPS mapping

Flagging trail alignments

Understands sustainable trail grades

Recognizes drainage opportunities

Minimizes environmental impacts

SECTION 6 – Crew Skills

Skill	Rating	Comments
Works independently		
Works effectively on a crew		
Communicates clearly		
Accepts feedback		
Problem solving		
Maintains productivity		
Assists other crew members		
Demonstrates leadership potential		

SECTION 7 – Quality of Work

Rate each item from 1–5.

- Trail tread consistency _____
- Finish quality _____
- Drainage effectiveness _____
- Attention to detail _____
- Work efficiency _____
- Pride in craftsmanship _____

Comments:

SECTION 8 – Knowledge Assessment

Employee understands:

- ☐ Sustainable trail principles
 - ☐ Half Rule
 - ☐ Grade Reversals
 - ☐ Drainage Design
 - ☐ User Experience
 - ☐ Erosion Prevention
 - ☐ Soil Types
 - ☐ Rock Selection
 - ☐ Native Vegetation Protection
 - ☐ Environmental Stewardship
-

SECTION 9 – Physical Capability

Task	Pass	Needs Improvement
Hikes with 40 lb pack		
Uses hand tools all day		
Lifts 75 lbs safely		
Works in steep terrain		
Operates equipment safely for extended periods		
Performs repetitive manual labor		

SECTION 10 – Certifications

Check all that apply.

- ☐ First Aid
 - ☐ CPR
 - ☐ OSHA 10
 - ☐ OSHA 30
 - ☐ Chainsaw Certification
 - ☐ Wildland Fire (S-212 or equivalent)
 - ☐ Equipment Operator Training
 - ☐ UTV/ATV Certification
 - ☐ CDL
 - ☐ Trail Skills Training
 - ☐ Other _____
-

Overall Evaluation

Technical Skill

★★★★★

Safety

★★★★★

Productivity

★★★★★

Professionalism

★★★★★

Leadership Potential

★★★★★

Overall Recommendation

- ☐ Hire
 - ☐ Hire with Additional Training
 - ☐ Probationary Employment
 - ☐ Promote
 - ☐ Ready for Crew Leader Development
 - ☐ Additional Mentoring Required
 - ☐ Not Recommended
-

Individual Development Plan

Training Needed:

Target Completion Date:

Evaluator Signature:

Employee Signature:

Date:



August 5, 2026

104 13th Street • Franklin, PA 16323

814-432-4523
Fax 814-432-5608

& Full Service Notary
Franklin Insurance Agency

104 13th Street
Franklin, PA 16323
Phone: (814) 432-4523
jessica.wilson@franklin-insurance.com

RE: Workers' Compensation Experience Modification Rating (EMR) Verification

Insured: Murdoch's Dirt Works LLC

Policy Number: Q73-0065083

Carrier: Erie Insurance Company of New York

Policy Period: 4/6/2026-4/6/2027

To Whom It May Concern:

This letter is to certify that Murdoch's Dirt Works LLC is currently insured for Workers' Compensation coverage through Franklin Insurance Agency. As the agent of record, I am writing to confirm the following regarding their Experience Modification Rating (EMR).

Murdoch's Dirt Works LLC has not yet accumulated the minimum three (3) years of loss history required by the applicable rating bureau (NCCI) to generate a formal experience modification worksheet. As such, this account is currently **unrated** and carries a default Experience Modification Rating of **1.0**.

A 1.0 EMR is the industry-standard baseline assigned to all employers who have not yet entered the experience rating program. It does not reflect adverse loss history; rather, it indicates the insured is being charged the standard manual premium with no modification applied.

Should you require additional verification or have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

Jessica Wilson

Franklin Insurance Agency
104 13th Street, Franklin, PA 16323
(814) 432-4523
jessica.wilson@franklin-insurance.com



Murdoch's Dirt Works LLC

Address: 12605 State Hwy 8, Titusville, PA 16354

Phone: 814-671-6119

Email: m_murdoch@ymail.com

Website: murdochsdirtworks.com

EXPERIENCE/ QUALIFICATIONS STATEMENT

MTB Trail Project Leadership

Michael Murdoch – Lead Equipment Operator/ Trail Crew Manager

- Graduate of Heavy Equipment Operations Program at New Castle School of Trades
- 16+ years experience of professional heavy equipment operating including construction of machine built natural surface MTB trails, bike jump lines, bike skills parks, BMX and motocross tracks
- 16+ years experience of on-site Erosion and Sediment Plan Implementation
- Class A CDL
- Chainsaw Training
- Trail Skills Training
- OSHA 10 Training
- First Aid/ CPR Training

Russell Lineman – Project Manager/ Trail Crew Leader

- 500+ hours experience as Trail Crew Leader on MTB trail projects
- 15+ years experience in contract project management
- Trail Skills Training
- OSHA 10 Training
- First Aid/ CPR Training

Kourtney Rusko – Natural Resources Manager/ Trail Crew Manager

- Graduated from Grand Canyon University
- Environmental Field Scientist specializing in sustainable outdoor recreation
- Trail Skills Training
- OSHA 10 Training
- First Aid/ CPR Training

MTB Trail Project References

Laurel Mill Mountain Bike Trails – Ridgway, PA

Location: Sandy Beach Park, Ridgway, PA

Project Contact: Jason Armogast (President - Allegheny Hike, Bike and Ski), 300 Main St., Ridgway PA 15853, phone: 814-594-8373

Project Timeline: April – June 2026

Project Description: Pennsylvania DCNR funded project to design and construct 2+ miles of new natural surface mountain bike trails. Murdoch's Dirt Works constructed 1.2 miles of machine built flow trail and 1 mile of hand-built single track. This project required strategies to overcome a variety of terrain including soft sandy soil that required plate compacting, numerous underground springs that required 100ft of bog bridging and raised trail tread, 3 permitted stream crossings that required a total 60ft of bridging and 100ft of silt sock for E&S management, rolling dips and bench cutting for erosion management on steep terrain, and heavy equipment to move large boulders and build trail features. The finished trails include numerous features like berms, rollers, rock drops, rock gardens, rock roll-overs, and more. Murdoch's Dirt Works finished the planned 1.6 miles of trail early and under budget allowing us to start on the next on the next phase of the project early and add on 0.6 miles of additional trail before the DCNR funding expired. Total project budget \$70,000.



Photos (left to right): Hand-built trail section/ Bridge built with natural rock anchors and hardwood timbers/ Excavator work to move and stack boulders used for trail features



Photos continued (left to right): Bi-directional corner with inside climbing turn and outside banked berm/ stacked rock-roll feature/ technical rock garden/ bench cut trail work/ machine-built and compacted trail surface



Allegheny Gnar MTB Trails – Venango County, PA

Location: 2 Trailheads in Venango County: President Township at corner of Hwy 62/ President Rd and Oil City, PA at Charley Run on Hwy 62/ Main St.

Project Contact: James Cole (Vice President - Allegheny Gnar), 661 Warren Rd, Franklin, PA 16323, phone: 814-440-8078

Project Timeline: Multi-phase project starting in September 2023, with additional phases complete in 2024 and 2026.

Project Description: Site assessment, mapping, design and construction of 6+ miles of purpose built mountain bike trail at 2 site locations in Venango County managed by Allegheny Gnar, a volunteer-run nonprofit organization. Murdoch's Dirt Work's employees built a variety of trail types ranging from machine built and compacted flow trails, expert jump lines, natural hand-built technical trail, beginner XC trails and purpose built downhill race trails that have hosted numerous USA Cycling sanctioned events. These trails covered steep and rocky terrain within watersheds of Class A Trout Streams and scenic rivers, making erosion and sediment planning extremely important. This project was unfunded and built in collaboration with volunteers that were logging mentored trail building experience.

Photos (right/ top to bottom): Wood Platform with down ramp into skills line/ Hand-built expert rock garden/ gravity flow trail/ Natural rock drop



Drake Well BMX – Titusville, PA

Location: 516 Allen St, Titusville, PA 16354

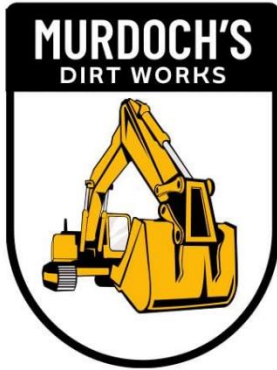
Project Manager/ Contact: Dan Hasbrouck (President – Drake Well BMX), phone: 814-758-6029

Project Timeline: September 2023

Project Description: 15,000 sq ft of track surface re-constructed and smoothly graded 16ft wide. Improved turns to flow better for managing speed, re-built obstacles to be fun and safe for all skill levels, resolved drainage issues to manage water run off efficiently. All labor and equipment was donated by Murdoch's Dirt Works to Drake Well BMX, a nonprofit organization.

Photos (top to bottom): Heavy equipment operating to re-build obstacles/ completed BMX track built by Murdoch's Dirt Works





Murdoch's Dirt Works LLC

Address: 12605 State Hwy 8, Titusville, PA 16354

Phone: 814-671-6119

Email: m_murdoch@ymail.com

Website: murdochsdirtworks.com

Equal Employment Opportunity Program

Company Policy Statement

Murdoch's Dirt Works LLC is an Equal Opportunity Employer and is committed to providing a workplace free from discrimination and harassment. Murdoch's Dirt Works LLC does not discriminate on the basis of race, color, sex, pregnancy, age, religion, national origin, ancestry, marital status, sexual orientation, gender identity or gender expression, height, weight, disability, genetic information, veteran status, military status, or any other characteristic protected by applicable federal, state, or local law.

As a small trail building and excavation company, we recognize that building a diverse workforce strengthens our team, improves problem-solving, and better serves our clients and communities.

Purpose

The purpose of this Equal Employment Opportunity Program is to:

- Ensure fair and equal access to employment opportunities.
 - Promote a workplace free from discrimination and harassment.
 - Increase outreach to historically underrepresented groups.
 - Support workforce development within the construction and outdoor recreation industries.
 - Encourage participation by small businesses and disadvantaged business enterprises when subcontracting work.
-

Equal Opportunity Commitment

The company will make employment decisions based on:

- Skills
- Qualifications
- Experience
- Work ethic
- Safety performance
- Ability to perform essential job functions

Employment decisions will never be based on protected characteristics.

Recruitment and Hiring

The company will make reasonable efforts to recruit qualified applicants from diverse backgrounds by:

- Advertising job openings through multiple recruitment sources.
- Working with local workforce development agencies.
- Posting opportunities with community colleges, trade schools, and apprenticeship programs.
- Encouraging qualified women, minorities, veterans, individuals with disabilities, and returning citizens to apply.
- Considering transferable skills when evaluating applicants.

All applicants will receive fair and consistent consideration.

Minority Employment

The company is committed to expanding employment opportunities for individuals from historically underrepresented racial and ethnic groups by:

- Conducting inclusive recruiting.
 - Eliminating unnecessary barriers to employment.
 - Providing equal access to training and advancement.
 - Maintaining a workplace free from discrimination and harassment.
-

Women in Construction

Recognizing that women remain underrepresented in heavy equipment operation, excavation, and trail construction, the company will:

- Encourage qualified women to apply for all positions.
 - Provide equal training opportunities.
 - Ensure equal pay for equal work.
 - Maintain a respectful work environment free of harassment.
 - Support advancement into leadership and equipment operation roles.
-

Veterans Employment

The company values the leadership, discipline, technical skills, and teamwork developed through military service.

The company will:

- Recruit military veterans whenever practical.
 - Recognize military experience as valuable work experience.
 - Provide reasonable flexibility for military obligations.
 - Encourage veterans to pursue supervisory and leadership positions.
-

Returning Citizens (Individuals with Prior Justice Involvement)

The company believes qualified individuals deserve opportunities to rebuild successful careers. When permitted by law and consistent with job requirements, criminal history will not automatically disqualify an applicant.

Each situation will be evaluated individually considering:

- Nature of the offense
- Time since conviction
- Relationship to job duties
- Evidence of rehabilitation
- Work history since conviction

The company supports second-chance employment while maintaining workplace safety.

Individuals with Disabilities

The company will provide reasonable accommodations for qualified individuals with disabilities whenever doing so does not create an undue hardship on business operations.

Applicants and employees may request accommodations through management.

Small Business and Supplier Diversity

When subcontracting work or purchasing materials, the company will make reasonable efforts to include:

- Small businesses
- Minority-owned businesses
- Women-owned businesses
- Veteran-owned businesses
- Disadvantaged Business Enterprises (DBEs)
- Local businesses whenever practical

Selection will continue to be based on:

- Qualifications
 - Safety
 - Quality
 - Availability
 - Competitive pricing
-

Training

All employees will receive training regarding:

- Equal employment opportunity
- Anti-discrimination policies
- Workplace harassment prevention
- Respectful workplace expectations

Supervisors are expected to lead by example and enforce company policies consistently.

Workplace Harassment

Harassment of any kind will not be tolerated.

This includes harassment based on:

- Race
- Color
- Religion
- Sex
- Sexual orientation
- Gender identity
- National origin
- Age
- Disability
- Veteran status
- Any legally protected characteristic

Employees who experience or witness harassment should immediately report the issue to management.

All complaints will be investigated promptly and confidentially to the extent possible.

Retaliation against any individual who reports concerns in good faith is strictly prohibited.

Promotion and Advancement

Employees will be considered for advancement based on:

- Job performance
- Safety record
- Attendance
- Leadership ability
- Technical skills
- Certifications
- Initiative

Advancement opportunities will be provided without discrimination.

Compensation

Compensation decisions will be based on:

- Experience
- Skill level
- Job responsibilities
- Market conditions
- Performance

The company is committed to equal pay for equal work.

Responsibilities

Owner/Management

Management is responsible for:

- Implementing this EEO Program.
- Maintaining a discrimination-free workplace.
- Addressing complaints promptly.
- Monitoring hiring practices.
- Encouraging workforce diversity.
- Ensuring fair treatment of all employees.

Supervisors

Supervisors shall:

- Apply policies consistently.
- Treat employees fairly.
- Report discrimination complaints immediately.
- Support equal opportunity practices.

Employees

Employees are expected to:

- Treat coworkers with dignity and respect.
- Report concerns promptly.
- Participate in required training.
- Support an inclusive workplace culture.

Complaint Procedure

Employees who believe they have experienced discrimination, harassment, or retaliation should report concerns to company management.

Management will:

1. Receive the complaint respectfully.
 2. Conduct a prompt investigation.
 3. Maintain confidentiality as appropriate.
 4. Take corrective action if warranted.
 5. Prohibit retaliation against anyone participating in an investigation.
-

Annual Review

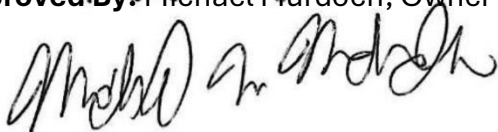
Management will review this EEO Program annually to ensure continued compliance with applicable laws and to identify opportunities for improving outreach, recruitment, and workplace inclusion.

Policy Statement

Murdoch's Dirt Works LLC is an Equal Opportunity Employer and is committed to providing a workplace free from discrimination and harassment. Murdoch's Dirt Works LLC does not discriminate on the basis of race, color, sex, pregnancy, age, religion, national origin, ancestry, marital status, sexual orientation, gender identity or gender expression, height, weight, disability, genetic information, veteran status, military status, or any other characteristic protected by applicable federal, state, or local law.

As a small trail building and excavation company, we recognize that building a diverse workforce strengthens our team, improves problem-solving, and better serves our clients and communities.

Approved By: Michael Murdoch, Owner



Effective Date: 4/1/2026

Review Date: Annually



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2026

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 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 Franklin Insurance Agency Inc. 104 13th Street Franklin PA 16323		CONTACT NAME: Jessica Wilson PHONE (A/C, No, Ext): 814-432-4523 E-MAIL ADDRESS: jessica.wilson@franklin-insurance.com FAX (A/C, No): 814-432-5608	
License#: 53139 MURDDIR-01		INSURER(S) AFFORDING COVERAGE	
INSURED Murdoch's Dirt Works LLC 12605 State Hwy 8 Titusville PA 16354		NAIC #	
		INSURER A : Erie Insurance Company 26263	
		INSURER B : Erie Insurance Exchange 26271	
		INSURER C : Erie Insurance Co. of New York 16233	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 829354295

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			Q61-0643503	2/2/2026	2/2/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			Q02-0231155	2/2/2026	2/2/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	Q73-0065083	4/6/2026	4/6/2027	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Posting Purposes

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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MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: JAG Memorandum of Understanding

Recommendation:

Authorize the City of Jackson to execute a Memorandum of Understanding with Jackson County to be in compliance with the Department of Justice and the Justice Assistance Grant and authorize the City Manager to sign the necessary documents.

Attached is a memorandum from Chief Chris Simpson regarding the need for the City of Jackson to execute a Memorandum of Understanding with Jackson County to be in compliance with the Department of Justice and the Justice Assistance Grant.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Simpson , Chief of Police

DATE: September 8, 2026

RECOMMENDATION: Sign MOU with Jackson County.

ISSUE STATEMENT

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$42,271.

Two requirements of the JAG are that a public hearing be held and that the City and County sign a Memorandum of Understanding (MOU) identifying the grant fiscal agent and the allocation of funds. It was agreed the City will continue to be the fiscal agent for the grant.

DESCRIBE THE CONSEQUENCES

If approved, the Jackson Police Department will receive \$28,024 and will use the money to continue using the license plate reading system that has been in use since 2022.

The Jackson County Sheriff's Department will receive \$14,247 and will use their funds to continue their contract with the license plate reader vendor and purchase multiple pieces of equipment.

OWNERSHIP

The City of Jackson and Jackson County have both seen great success with using this technology to advance law enforcement's goals of investigating crimes and locating wanted subjects and vehicles. It is important to continue the use of the license plate readers for future successes, and to best serve the citizens of the Jackson community.

SOLUTION

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County and must be used for specific law enforcement purchases. Both the City's and County's projects fall within these guidelines.

FACILITATE IMPLEMENTATION

A Public Hearing has been requested for the September 8, 2026, City Council meeting. After the Hearing, I recommend signing the MOU with Jackson County.

ATTACHMENTS

1. Memo of Understanding

**The State of Michigan
County of Jackson**

Known By All These Present

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON,
MICHIGAN AND THE COUNTY OF JACKSON, MICHIGAN**

2025 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of _____, 2026 by and between the COUNTY of Jackson, acting by and through its Administrator, Michael Overton, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, Jonathan Greene, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

WHEREAS, the City of Jackson and Jackson County have been notified of their joint eligibility to receive \$42,271 in Justice Assistance Grant funds through the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, JAG guidelines require that jurisdictions identify a fiscal agent that will submit a joint application for the total eligible allocation. Both jurisdictions agree that the CITY will apply for and serve as the fiscal agent for the 2025 Edward Byrne Justice Assistance Grant award of \$42,271.

NOW, THEREFORE, the CITY and COUNTY agree as follows: The City will utilize their portion, \$28,024 for the continued contract with license plate readers. The County will use their portion, \$14,247 to continue their contract with license plate readers and other needed equipment.

CITY of Jackson, Michigan

COUNTY of Jackson, Michigan

Jonathan Greene, City Manager

Michael Overton, Administrator

Date

Date



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 8, 2026

SUBJECT: JAG Budget Amendment

Recommendation:

Approve budget amendment for JAG funds awarded by the Department of Justice

Attached is a memorandum from Chief Chris Simpson requesting the adoption of a resolution amending the FY27 budget to include \$42,271 being awarded to the City of Jackson by the Department of Justice.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Simpson , Chief of Police

DATE: September 8, 2026

RECOMMENDATION: Approve budget amendment resolution

ISSUE STATEMENT

The Jackson Police Department and Jackson County Sheriff's Department were awarded \$42,271 in FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) funds.

DESCRIBE THE CONSEQUENCES

The awarded funds of \$42,271 will be used for the continuation of a license plate reading system by the Jackson Police Department and Jackson County Sheriff's Department. In addition, the Sheriff's Department will purchase additional equipment.

OWNERSHIP

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. The attached resolution would amend the FY26/27 budget to reflect the grant-funded expenditures and associated revenue.

SOLUTION

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases. No match is required by the City or County to receive these grant funds.

FACILITATE IMPLEMENTATION

I request the attached resolution be adopted to amend the FY 26/27 budget.

ATTACHMENTS

1. City Budget - Resolution

RESOLUTION

WHEREAS, the City has entered into the federal government's Edward Byrne Memorial 2025 Justice Assistance Grant (JAG) Program, through the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

WHEREAS, this grant requires the activity relating to this project to be kept in a separate account to facilitate reporting and compliance under the terms of the grant.

NOW, THEREFORE, BE IT RESOLVED, that the 2026/2027 budget be amended as follows:

Special Revenue Fund

	<u>Increase</u>
REVENUES:	
275-329-226-501.000 Federal Grant	<u>42,271</u>
EXPENDITURES:	
275-329-226-933.000 Software	28,024
275-329-226-977.001 Equipment - County	14,247
	<u>42,271</u>

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

I, Andrea Muray, 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 September 8, 2026.

IN WITNESS WHEREOF, I have hereunto affixed
my signature and the seal of the City of Jackson, on
this 9th day of September 2026.

City Treasurer/City Clerk



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: September 8, 2026

SUBJECT: Ordinance prohibiting the installation and operation of virtual currency kiosks within the City

Recommendation:

Approve for first reading, and advance to second reading, a proposed ordinance banning the installation and operation of virtual currency kiosks within the City of Jackson.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Matt Hagerty, City Attorney

DATE: September 8, 2026

RECOMMENDATION:

ISSUE STATEMENT

As the City Council is aware, at a recent Council meeting, Associate State Director of Government Affairs, Jason Lachowski, of the Michigan AARP office, and his colleague, Rich Howard, spoke about the dangers of cryptocurrency kiosks to the community, particularly our elderly population who are most susceptible to crypto scams. The City of Jackson, under the Home Rule City Act, 1909 PA 279, MCL 117.1 et seq., may adopt ordinances “relative to the government of the city” that regulate businesses and protect public health, safety, and welfare, so long as the ordinance does not conflict with state or federal law. See MCL 117.3(j); MCL 117.4i; Michigan Constitution 1963, art 7, § 22. A prohibition on a category of commercial activity - cryptocurrency kiosks - tied to documented consumer-fraud harms falls within this police-power authority and is analogous to other business-regulation ordinances the City has already adopted in Chapter 16 of its Code (e.g., regulation of peddlers, transient merchants, and donation boxes). This proposed ordinance would ban such kiosks within the City limits; impose a \$500 civil penalty for a violation; and provide a ninety (90) day window for removal of any existing kiosks within the City limits.

DESCRIBE THE CONSEQUENCES

As internet and virtual currency scams become more prevalent, and the adoption of artificial intelligence creates new opportunities for scammers to take advantage of the City's most vulnerable populations, a ban on cryptocurrency kiosks makes practical and economic sense. Failure to move forward with this legislation could create opportunities for bad actors to engage in fraud schemes and steal large sums of money from the City's elderly and most vulnerable residents.

OWNERSHIP

As of the date of this memorandum, no Michigan statute regulates virtual currency kiosks specifically, and the Money Transmission Services Act, 2006 PA 250, MCL 487.1001 et seq. — which does not currently reach kiosk operators as such — expressly exempts “a state, county,

city, or any other governmental subdivision of a state” from its own scope; it does not purport to occupy the field of local kiosk regulation. On this basis, the proposed ordinance does not appear to be preempted by any state legislation. That said, this area is actively being legislated in Lansing, and the City should treat preemption as a live and moving target rather than a settled question. Specifically:

- House Bills 5469 and 5470 (introduced January 2026) would create a Virtual Currency Kiosk Consumer Protection Act and amend the Money Transmission Services Act to bring kiosk operators under state licensing. As introduced, HB 5469 contains an express local-preemption provision that would prohibit a county, city, township, or village from enacting or enforcing an ordinance that restricts the use of a virtual currency kiosk. As of the date of this memorandum both bills remain in the House Regulatory Reform Committee and have not been enacted.
- House Bills 6077 and 6078 (introduced/reproduced June 2026, tie-barred to one another) would take the opposite approach — a statewide prohibition on virtual currency kiosk operation, paired with criminal sentencing guidelines. These bills also remain pending.
- Given this potential legislation, the ordinance as currently drafted includes a state-law savings clause (Sec. 16-424) that automatically suspends any conflicting provision of the City's ordinance if and when the State were to enact an express preemption provision, without invalidating the rest of the ordinance. This reduces — but does not eliminate — the risk that the City could need to revisit the ordinance on short notice if a related state law were adopted. The City Attorney's Office will continue to track HB 5469/5470 and HB 6077/6078 through the remainder of the 2026 legislative session and beyond.

SOLUTION

Consideration and adoption of the proposed ordinance will create a regulatory scheme for cryptocurrency kiosks that is otherwise absent within the City Code of Ordinances, and further protects City residents from criminal schemes designed to scam persons out of their money through the use of these machines.

FACILITATE IMPLEMENTATION

Approve for first reading, and advance to second reading, the proposed ordinance banning the installation and operation of virtual currency kiosks within the City of Jackson.

ATTACHMENTS

1. Ordinance banning virtual currency kiosks - first reading 8.27.26

**CITY OF JACKSON, MICHIGAN
ORDINANCE NO. 2026-__**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF JACKSON, MICHIGAN, BY ADDING ARTICLE XV (VIRTUAL
CURRENCY KIOSKS) TO CHAPTER 16 (LICENSES, PERMITS AND
MISCELLANEOUS BUSINESS REGULATIONS), SECTIONS 16-421
THROUGH 430, TO PROHIBIT THE INSTALLATION AND OPERATION
OF VIRTUAL CURRENCY KIOSKS WITHIN THE CITY**

WHEREAS, the Federal Bureau of Investigation's Internet Crime Complaint Center (IC3) reported that in 2025 it received more than 13,400 complaints involving virtual currency kiosks, with reported losses exceeding \$388 million — a 23 percent increase in complaints and a 58 percent increase in losses over 2024 — and that more than half of those complaints involved individuals over the age of 50, accounting for more than \$302 million in losses;

WHEREAS, Michigan residents are not immune from this trend: the FBI reported that Michigan residents lost more than \$210 million to cryptocurrency-related fraud in 2025, and Michigan was among the states reporting eight-figure losses specifically attributable to virtual currency kiosk transactions;

WHEREAS, federal law enforcement and financial regulators have identified virtual currency kiosks as a preferred payment method for criminals because transactions are fast, difficult to interrupt in real time, and irreversible once completed;

WHEREAS, investigations and enforcement actions by state attorneys general have found that virtual currency kiosks are routinely used to facilitate impersonation scams, coercive payment schemes, and other deceptive practices that cause significant consumer harm;

WHEREAS, as of the date of this Ordinance, the State of Michigan has not enacted comprehensive statutory regulation specifically governing the installation or operation of virtual currency kiosks, and the field of virtual currency kiosk regulation has therefore not been occupied or preempted by state law;

WHEREAS, the City of Jackson is a home rule city organized under the Home Rule City Act, 1909 PA 279, MCL 117.1 et seq., and possesses broad authority under its Charter and Michigan Constitution 1963, art 7, § 22, to adopt ordinances reasonably necessary to protect the public health, safety, and welfare of its residents, including ordinances regulating businesses operating within the City;

WHEREAS, the City Council finds that the continued operation of virtual currency kiosks within the City poses a significant risk to public welfare, facilitates financial exploitation, and undermines

consumer protection efforts, and that regulatory safeguards adopted in other jurisdictions have in many instances proven insufficient to prevent ongoing harm;

WHEREAS, the Jackson Police Department, like law enforcement agencies in other Michigan communities, has limited tools to interrupt kiosk-based scams in real time once a transaction has been completed, because such transactions are irreversible;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jackson, Michigan, that, in order to protect residents from fraud, prevent financial exploitation, and promote the public health, safety, and welfare, Chapter 16 of the Code of Ordinances of the City of Jackson, Michigan (Licenses, Permits and Miscellaneous Business Regulations) is hereby amended by adding a new Article XV, consisting of Sections 16-421 through 16-430, to read as follows:

ARTICLE XV. VIRTUAL CURRENCY KIOSKS

Sec. 16-421. Definitions.

For the purposes of this article, the following words and terms have the meanings given in this section. Words and terms used in this article that are defined elsewhere in this Code (see Chapter 1, General Provisions) have the meanings given there unless the context clearly requires otherwise. Defined terms are listed in alphabetical order.

Cashier-facilitated virtual currency transaction. "Cashier-facilitated virtual currency transaction" means a method of exchanging virtual currency for funds, or funds for virtual currency, in which payment is collected in-person at a retail location by a cashier, clerk, or other person acting as an agent, intermediary, or processor for the transaction, regardless of whether the virtual currency transfer is initiated through a kiosk, point of sale system, mobile application, web based platform, or remote service.

Operator. "Operator" means any person or entity that owns, controls, manages, installs, leases, supplies, facilitates, or operates a virtual currency kiosk, or that engages in or facilitates virtual currency business activity through a virtual currency kiosk or through cashier-facilitated virtual currency transactions conducted in a retail setting. An operator includes any person or entity that offers or makes available such activity, directly or indirectly, regardless of whether the activity is conducted through a kiosk and regardless of whether the person owns the kiosk or provides custodial or non-custodial services.

Virtual currency. "Virtual currency" means a natively electronic asset that confers economic, proprietary, or access rights or powers and is recorded using cryptographically secured distributed ledger technology, or any similar analogue.

Virtual currency kiosk. "Virtual currency kiosk" means an electronic terminal, machine, or device that enables a person to exchange cash or other monetary value for virtual currency, or virtual currency for cash or other monetary value. A virtual currency kiosk includes any device or terminal that combines or purports to combine the functions of an automated teller machine with the exchange of virtual currency.

Virtual currency kiosk host. "Virtual currency kiosk host" means any person or entity that owns, leases, manages, operates, or otherwise controls a physical location where a virtual currency kiosk is placed or made available for use by the public, whether with actual knowledge, or with knowledge that a reasonable person in the same position would have had in the exercise of ordinary care, including but not limited to retailers, property owners, landlords, tenants, or business operators, regardless of whether the host receives compensation or directly participates in virtual currency transactions.

Sec. 16-422. Prohibited conduct.

- (a) A person shall not install, facilitate, maintain, operate, place, lease, host, or permit the operation of a virtual currency kiosk or cashier-facilitated virtual currency transactions within the geographic boundaries of the City of Jackson.
- (b) A property owner, lessor, retailer, or host shall not permit or allow virtual currency kiosks or cashier-facilitated virtual currency transactions to be placed, operated, or facilitated on property the person owns, leases, or controls.
- (c) Cashier-facilitated virtual currency transactions are prohibited regardless of whether the virtual currency transaction is initiated, authorized, or completed on-site or remotely, and regardless of whether the retailer or operator takes custody of the virtual currency.
- (d) An operator may not operate, install, or maintain a virtual currency kiosk that also functions as, or is marketed as, an automated teller machine, cash dispenser, or cash withdrawal terminal.
- (e) Nothing in this section shall be construed to permit a financial institution to host, operate, or facilitate a virtual currency kiosk or cashier-facilitated virtual currency transactions on behalf of, or in partnership with, a third-party operator.

Sec. 16-423. Applicability.

This prohibition applies regardless of:

- (1) Whether the virtual currency kiosk is owned, operated, or serviced by the virtual currency operator, the virtual currency kiosk host, or a third party;
- (2) Whether the kiosk provides custodial or non-custodial services; or
- (3) The form of virtual currency or digital asset supported by the kiosk.

Sec. 16-424. State law savings clause.

If, after the effective date of this article, the State of Michigan enacts legislation that occupies the field of virtual currency kiosk regulation and expressly or by necessary implication preempts a home rule city's authority to prohibit the installation or operation of virtual currency kiosks, then, to the extent of such conflict only, the affected provisions of this article shall be suspended and unenforceable for so long as, and only to the extent that, such state preemption remains in effect, without affecting the validity or enforceability of any provision of this article not in conflict with

state law. Nothing in this section limits the City's authority to regulate virtual currency kiosks to the extent permitted by state law from time to time.

Sec. 16-425. Enforcement; penalties.

(a) Enforcement authority. This article shall be enforced by the Jackson Police Department and the City's Community Development Department (Code Enforcement Division), which are authorized to take all actions necessary to ensure compliance, including issuing municipal civil infraction citations and seeking injunctive relief.

(b) Municipal civil infraction; civil fines; continuing violations. A violation of this article is a municipal civil infraction, as that term is defined in MCL 600.113, and is subject to a civil fine of \$500.00 for each violation, plus costs. Each day a virtual currency kiosk remains installed, operated, or hosted in violation of this article constitutes a separate and distinct municipal civil infraction. The general penalty provision of section 1-18 of this Code does not apply to this article.

(c) Additional remedies. In addition to any civil fine, the City may pursue other remedies available at law or in equity, including abatement, injunctive relief, and revocation of any City license or permit held by the violator.

Sec. 16-426. Removal, forfeiture, and disgorgement.

Upon written notice and a reasonable opportunity to be heard, the enforcing authority may take enforcement action against any virtual currency kiosk operated or hosted in violation of this article, including requiring the removal of such kiosk and seeking disgorgement of any fees or charges collected through such kiosk during the period of violation. A kiosk that is not removed within the time specified in a notice of violation, or within the amortization period provided in section 16-427, whichever is later, is subject to forfeiture as a nuisance per se to the same extent permitted by law for other unlawfully maintained equipment. Enforcement actions may be brought against both the operator and any virtual currency kiosk host that knowingly, or with reasonable diligence should have known, permitted the kiosk to operate on the premises.

Sec. 16-427. Existing kiosks; amortization period.

All virtual currency kiosks existing within the City as of the effective date of this article shall cease operation and be removed not later than ninety (90) days after the effective date of this ordinance. During this amortization period, an existing operator or host may continue to operate a virtual currency kiosk that was lawfully installed and operating before the effective date of this article solely for the purpose of winding down operations but may not install any additional or replacement virtual currency kiosk.

Sec. 16-428. Severability.

Should a court of competent jurisdiction declare any provision or section of this article unconstitutional or invalid, such decision shall affect only the section or provision so adjudicated, and shall not affect the validity of any other section or provision of this article.

Sec. 16-429. Repealer.

All ordinances or parts of ordinances in conflict with this article are hereby repealed, but only to the extent of such conflict.

Sec. 16-430. Effective date; publication.

This article shall take effect thirty (30) days after adoption as provided by the City Charter.

Passed and adopted by the City Council of the City of Jackson, Michigan, this ____ day of _____, 2026.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

I hereby certify that the foregoing is a true copy of an ordinance adopted by the City Council of the City of Jackson at a meeting held on the ____ day of _____, 2026, notice of which was given in accordance with the Michigan Open Meetings Act, MCL 15.261 et seq., and that the ordinance was thereafter published as required by law.

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: Workforce Development PILOTs for Allen Edwin Homes

Recommendation:

Approve the proposed workforce housing PILOT resolutions and restrictive covenants for Swan Charlie Opportunity Zone Business, LLC and Echo Workforce Investments, LLC for 10 new construction residential properties and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Matt Hagerty, City Attorney

DATE: September 8, 2026

RECOMMENDATION:

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.

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. Allen Edwin Homes, through its LLC holding companies, is again seeking approval of PILOTS on 10 new construction residential properties, similar to the projects previously approved by City Council and authorized under its lot purchase agreement with the City.

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 a Workforce Housing PILOT Resolution and Restrictive Covenant between the City of Jackson and the two project sponsors: Echo Workforce Investments, LLC and Swan Charlie Opportunity Zone Business, 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). This phase of the proposed project would provide a combined 10 workforce housing units. 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. The requested approvals are entirely consistent with City Council's prior PILOT approvals with Allen Edwin Homes.

DESCRIBE THE CONSEQUENCES

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.

OWNERSHIP

SOLUTION

FACILITATE IMPLEMENTATION

Approve the proposed workforce housing PILOT resolutions and restrictive covenants for Swan Charlie Opportunity Zone Business, LLC and Echo Workforce Investments, LLC for 10 new construction residential properties and authorize the City Attorney to make any necessary minor modifications prior to signature and/or recording.

ATTACHMENTS

- 1. Resolution Echo Workforce Investments JW 1046
- 2. Resolution SCOZB JW1039-45, 47-48
- 3. Restrictive Covenant Echo Workforce Investments JW1046
- 4. Restrictive Covenant SCOZB JW1039-45, 47-48

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN

RESOLUTION NO. ____ - ____

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

SPONSORED BY ECHO WORKFORCE INVESTMENTS, LLC

WHEREAS, Echo Workforce Investments, LLC purchased the following parcel of land from the City of Jackson (City) via Warranty Deed dated July 17, 2026, 409 N. Park Ave. (7-024100000), for purposes of developing a single-family housing unit for occupancy by a household 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, Echo Workforce Investments, 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 Echo Workforce Investments, 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 and Echo Workforce Investments, 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 parcel of land in the City of Jackson, Jackson County: 409 N. Park Ave. (7-024100000);

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 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 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 CHARLIE OPPORTUNITY ZONE BUSINESS, LLC

WHEREAS, Swan Charlie Opportunity Zone Business, LLC purchased the following nine (9) parcels of land from the City of Jackson (City) via Warranty Deed dated July 17, 2026, 1114 S. Jackson St. (4-112900000), 1100 Williams St. (4-101400000), 942 Williams St. (4-069200000), 1409 Teneyck St. (6-043100000), 1503 Teneyck St. (6-044600000), 1417 Pringle Ave. (6-062900000), 1423 Pringle Ave. (6-063100000), 308 N. Columbus Ave. (7-030100000), 310 N. Columbus Ave. (7-030200000), 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 Charlie 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 Charlie 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 and Swan Charlie 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: 1114 S. Jackson St. (4-112900000), 1100 Williams St. (4-101400000), 942 Williams St. (4-069200000), 1409 Teneyck St. (6-043100000), 1503 Teneyck St. (6-044600000), 1417 Pringle

Ave. (6-062900000), 1423 Pringle Ave. (6-063100000), 308 N. Columbus Ave. (7-030100000), 310 N. Columbus Ave. (7-030200000);

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 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 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 Echo Workforce Investments, LLC, a Michigan limited liability company of 2186 E Centre Avenue, Portage, Michigan 49002 (“**Sponsor**”) as of _____, 20__.

RECITALS:

- 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 one (1) unit 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. The housing unit 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 with an annual verification of compliance with this Restrictive Covenant, in a form specified by the Municipality.
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 JACKSON)

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:
Echo Workforce Investments, LLC,
a Michigan limited liability company

By: _____

Name: Thomas M. Larabel
Its: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 20__ by _____, as an Authorized Representative of Echo Workforce Investments, LLC, a Michigan limited liability company, on behalf of the company.

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

DRAFTED BY:
Jessica A. McGivney
Allen Edwin Homes
2186 E Centre Avenue
Portage, Michigan 49002

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

Jackson City Attorney
161 W. Michigan Avenue, 12th Floor
Jackson, Michigan 49201

EXHIBIT A

<u>Address</u>	<u>Tax Parcel #</u>	<u>Legal Description</u>
409 N. Park Ave.	7-024100000	The South 39 feet of Lots 2 and 3, Block 5, an Extension of 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 3 of Plats, Page 11, 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 Charlie Opportunity Zone Business, LLC, a Michigan limited liability company of 2186 E Centre Avenue, Portage, Michigan 49002 (“**Sponsor**”) as of _____, 20__.

RECITALS:

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 with an annual verification of compliance with this Restrictive Covenant, in a form specified by the Municipality.

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 JACKSON)

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 Charlie Opportunity Zone Business, LLC,
a Michigan limited liability company

By: _____

Name: Thomas M. Larabel
Its: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 20__ by _____, as an Authorized Representative of Swan Charlie 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:

Jessica A. McGivney
Allen Edwin Homes
2186 E Centre Avenue
Portage, Michigan 49002

WHEN RECORDED RETURN TO:

Jessica A. McGivney
Allen Edwin Homes
2186 E Centre Avenue
Portage, Michigan 49002

Jackson City Attorney
161 W. Michigan Avenue, 12th Floor
Jackson, Michigan 49201

EXHIBIT A

Legal Description of Property

<u>Address</u>	<u>Tax Parcel #</u>	<u>Legal Description</u>
1114 S. Jackson St.	4-112900000	Commencing on the West line of Jackson Street at a point 150 feet South of the South line of Rockwell Street, running thence West parallel with the said South line of Rockwell Street 128 feet; thence South parallel with the West line of Jackson Street, 50 feet; thence East parallel with the first mentioned course 128 feet to the West line of Jackson Street; thence North on said West line 50 feet to the place of beginning. In the Southeast 1/4 of Section 3, Town 3 South, Range 1 West. Being also known as Lot 124, Tinkers's unrecorded Addition to the City of Jackson.
1100 Williams St.	4-101400000	Land commencing at the intersection of the West line of Williams Street and the South line of Rockwell Street; thence West 8 rods; thence South 4 rods; thence East 8 rods to the West line of Williams Street; thence North 4 rods to the beginning; Being in the Southeast 1/4 of the Southeast 1/4 of Section 3, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan. ALSO KNOWN AS Lot 36 Tinkers Addition, unrecorded.
942 Williams St.	4-069200000	Lot 84, Assessor's South Plat, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 27, Jackson County Records.
1409 Teneyck St.	6-043100000	Lot 5, excepting the South 61 feet, Block 3, Eaton's East Addition, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 7, Jackson County Records.
1503 Teneyck St.	6-044600000	Lot 15, Block 3, Eaton's East Addition, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 7, Jackson County Records.
1417 Pringle Ave.	6-062900000	Lot 34, Assessor's Pringle Plat, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 20, Jackson County Records.
1423 Pringle Ave.	6-063100000	Commencing 22 rods South and 346.50 feet East from point in the center of Railroad Street as extended and Summit Avenue, where Summit Avenue crosses Railroad Street; thence East 52.25 feet; thence South 8 rods; thence West 52.25 feet; thence North 8 rods to beginning, excepting a strip 7 feet wide along the North side of the above described land. Said Strip being for the purpose of making Pringle Avenue an 80 feet street, said land being situated on the North fractional part of the Northeast 1/4 of Section 2, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan. Now known as Lot 36, Assessor's Pringle Plat, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 20, Jackson County Records.

308 N. Columbus Ave.	7-030100000	Commencing at the Southeast corner of Lot 2, Block 9, Ford's Extension to the City of Jackson, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 11, Jackson County Records; thence Westerly along the Southerly line of Lots 2 and 3 in said Block 92 feet; thence Northerly parallel with the Easterly line of said Lot 2, 44 feet; thence Easterly parallel with the Southerly line of Lot 2 and 3 in said Block 92 feet to the Easterly line of Lot 2, being the Westerly line of Columbus Street; thence South 44 feet to the place of beginning.
310 N. Columbus Ave.	7-030200000	Commencing at a point on the Westerly line of Columbus Street 44 feet North of the Northeast corner of Lot 1, Block 9 of Ford's Extension to the City of Jackson, Michigan, running thence Westerly at right angles with Columbus Street 92 feet; thence Northerly parallel with Columbus Street 44 feet; thence Easterly at right angles with Columbus Street 92 feet to the Westerly line thereof; thence Southerly along the Westerly line of Columbus Street 44 feet to the place of beginning. ALSO DESCRIBED AS: The North 44 feet of the South 88 feet of Lot 2 and the North 44 feet of South 88 feet of East 26 feet of Lot 3, Block 9, Extension of Village of Jacksonburgh on the East side of Grand River known as Ford's Eastern Extension.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: September 8, 2026
SUBJECT: Submission of the 2025-2026 Annual HUD Performance Report

Recommendation:

Authorize submission of the 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

Authorize submission of the 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council to authorize submission of the 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: September 8, 2026

RECOMMENDATION: Authorize submission of the 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

ISSUE STATEMENT

The City must prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, summarizing the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds during the 2025-2026 fiscal year.

DESCRIBE THE CONSEQUENCES

The CAPER was presented for initial review on September 2, 2026, and must be filed with HUD no later than September 27th, 2026. Failure to submit all required plans and documents by HUD-prescribed deadlines could result in forfeiture of CDBG and HOME funds.

OWNERSHIP

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

SOLUTION

The attached CAPER summarizes the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the 2025-2026 fiscal year. Federal regulations [24 CFR 91.105(d)] require a public comment period for the CAPER of no less than 15 days. To meet the City's public comment requirement specified by regulation, copies of the draft CAPER have been available for public review since September 2, 2026 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community

Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website.

As of the date of this memo, staff has not received comments from the public about program performance. The public comment period remains open through the Public Hearing, and any comments received during the Public Hearing will be incorporated into the CAPER before submission to HUD. All publication requirements and comment periods will be met by September 21, 2026, allowing sufficient time for remittance to HUD by September 27, 2026. Each Council member received a draft copy of the CAPER on September 2, 2026 and may request modifications if deemed necessary before submission.

FACILITATE IMPLEMENTATION

Requested action is for City Council to authorize submission of the 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD).

ATTACHMENTS

1. 2025-2026 CAPER Draft

JACKSON

Founded 1829



Before



After

2025 – 2026 Consolidated Annual Performance and Evaluation Report (CAPER)

Community Development Department

**The attached document is a draft report. Please
display until:**

Sunday, September 20, 2026

**Citizens are encouraged to provide comments regarding
this report in writing to:**

Community Development Department

ATTN: Cory Mays

161 W Michigan Ave, Jackson, MI 49201

E-mail: cmays@cityofjackson.org



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The Consolidated Annual Performance and Evaluation Report (CAPER) describes the results of activities completed by the City of Jackson to accomplish the outcomes identified in the 2025-2026 Annual Action Plan for the period of July 1, 2025 through June 20, 2026. This is the first CAPER submitted in association with the 2025-2029 Five-Year Consolidated plan. Some goals in the Annual Action Plan take more than one year to achieve and are ongoing; however, all funded activities continue to further the Consolidated Plan's priorities of providing decent, safe, sanitary, and affordable housing; reducing blight through code enforcement or demolition; and improving the suitable living environment in distressed neighborhoods by sustaining public infrastructure and facilities.

Progress was made in almost all identified goal areas during this first year, including public facilities/infrastructure (streetlights phases 1 and 2), homeowner rehabilitation, demolitions, additional homebuyer rehabilitation, and attorney code enforcement. A CHDO-New Construction project was recently started in partnership with our local Habitat for Humanity chapter, and a new home supported with CHDO Reserve-HOME funds will be completed during FY 2026. Planning for streetscape projects is underway (with expected project completion during FY 2026), and planning for phase 3 of the streetlight project has begun. Rehabilitation, demolition, and code enforcement projects will continue as planned in FY 2026.

As an entitlement community, the City of Jackson received two CDBG-CV formula allocations from the CARES Act totaling \$945,445. With an expenditure deadline of June 2, 2026, all CDBG-CV projects have been completed with 99% of funds expended. A variety of impactful projects were completed, including homeless prevention, Boos Center HVAC upgrades, Loomis Park East trail and exercise pods, and Loomis Park East trail extension and benches.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected, Strategic Plan	Actual, Strategic Plan	Percent Complete	Expected, Program Year	Actual, Program Year	Percent Complete
CHDO - New Construction	Affordable Housing	HOME: \$0.00	Homeowner Housing Added	Household Housing Unit	3	0	0.00%	1	0	0.00%
Code Enforcement (legal)	Non-Housing Community Development	CDBG: \$19,153.61	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	1,500	262	17.47%	300	262	87.33%
Homebuyer Activities	Affordable Housing	\$0.00	Homeowner Housing Added	Household Housing Unit	16	0	0.00%	3	0	0.00%
Homeowner Rehabilitation	Affordable Housing	CDBG: \$30,642 / HOME: \$50,000	Homeowner Housing Rehabilitated	Household Housing Unit	50	3	4.00%	10	3	30.00%
Public Facilities/Infrastructure	Non-Housing Community Development	CDBG: \$456,161	Public Facility or Infrastructure Activities other than Low/Mod. Income Housing Benefit	Persons Assisted	2,000	510	25.50%	400	510	127.50%
Residential Demolition	Clearance and Demolition	CDBG: \$141,856	Buildings Demolished	Buildings	30	5	16.67%	6	5	83.33%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As noted in the 5-Year Consolidated Plan, public facilities and infrastructure improvements are solely the responsibility of the City of Jackson to maintain. Streetlighting in key areas remains an area of focus for City leaders, with a desire to provide more walkable streets in neighborhoods ready for new residential investments. Public infrastructure projects completed during the 2025-2026 program year included phases 1 and 2 of the Health District streetlight project. Work on the streetscaping project will begin soon, and neighborhood evaluations to determine specific locations is ongoing. Use of CDBG funds for attorney code enforcement activities continues, with 262 total housing units receiving violations during the program year.

The City has offered a homeowner rehabilitation program for decades, supported by CDBG funding and providing a loan/grant for eligible property owners to help with the replacement of aging major home systems. The City's recent housing study recommended the rehabilitation of 3,000 aging residential structures, and this project aligns with that study and previously-established annual goals. Two (2) low-income homeowner properties received major component improvements during the program year. Nine additional projects were funded through the ARPA Expanded Rehabilitation Program, offering similar major component assistance for owner and non owner-occupied properties. Demolition of foreclosed, vacant, abandoned, and/or tax revereted residential properties continues to be a measure used by the City to remove blighting effects in residential neighborhoods primarily comprised of low income households. Five (5) demolitions were completed during the 2025-2026 program year. Being an activity under the Slum/Blight Spot Basis National Objective, staff closely tracks the 30% cap which limits the number of demolition projects that can be undertaken during a program year.

Goals and Objectives Narrative

The HOME-funded Partnership Park rehabilitation project subgranted to CAA was changed from a homebuyer to a homeowner activity in 2022. The intended beneficiaries, project sites, and outcomes did not change. Four projects have been completed as part of this program, with the most recent occurring during the 2025-2026 program year. Additional projects are planned for FY 2026 and beyond, supported with additional

previously-approved HOME funds. The City is committed to continuing this successful and popular rehabilitation activity.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. An additional \$1,291 was awarded to the City in May 2025 for the HOME-ARP program, provided due to an accounting oversight at the Federal level during the original award, bringing the new total for the City's HOME-ARP award to \$1,138,689. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities. Two non-profit housing partners have been identified and approved to construct two (2) homes each for a total of four (4) affordable rental homes. Homes will be constructed in neighborhoods aligning with the City of Jackson master plan, and construction is anticipated to begin in late 2026/early 2027.

New construction continues on homes in the City's 100 Homes Program. This ARPA-funded down payment assistance program has now welcomed 88 approved buyers moving forward with construction. Additional layers of down payment assistance have been provided for qualified buyers, utilizing both state and MLK-CIA funds at various times throughout the program. All funds must be expended by December 31, 2026, and City staff continue to work on application review, buyer approvals, lot selections, and builder contracts. 44 homes have closed to-date, with dozens more under construction. The City of Jackson completed all CDBG-CV projects before the June 2, 2026 deadline. 99% of funds were expended, on projects including homeless prevent, Boos Center HVAC upgrades, the Loomis Park East trail and exercise pods, and the East trail sidewalk extension and benches project.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	1	1
Black or African American	1	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	2	1
Hispanic	0	0
Not Hispanic	2	1

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In early 2017, the Jackson City Council adopted a Non-Discrimination Ordinance, found at Chapter 15, Article III of the City of Jackson Code of Ordinances. This ordinance states in part: It is the intent of the City of Jackson that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

Of the three (3) households assisted during program year 2025-2026, a total of four (4) persons benefited from the use of CDBG or HOME funds. Other notable information includes, but is not limited to, the following:

- Total of one (1) female head of household
- Total of two (1) extremely low income, one (1) low income, and one (1) moderate income household
- Zero (0) minor children
- Zero (0) disabled persons
- One (1) elderly person

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,281,001	934,315.21
HOME	public - federal	280,362	77,536.22

Table 3 - Resources Made Available

Narrative

The City of Jackson was awarded \$945,445.00 in CDBG-CV funds. Approximately 99% of the City's total CDBG-CV allocation has been expended on four main projects (plus administration), including:

1. Homeless Prevention	\$196,424.25
2. Boos Center HVAC upgrades	\$226,317.87
3. Loomis Park East Trail and exercise pods project	\$330,622.00
4. Loomis Park East Trail extension, sidewalks & benches	\$102,241.98
5. Administrative expenses	<u>\$76,053.67</u>
TOTAL	<u>\$931,659.77</u>

The federal government prescribed a spending deadline of June 2, 2026 for all CDBG-CV funds. As such, all projects under this category have been completed and the activities are now closed. Prudent, efficient, and goal-oriented spending resulted in numerous successfully completed projects aimed at reducing the effects of the Covid-19 pandemic.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
West of Henry Ford Allegiance Health (TA #1)	15	65.37%
East of S Martin Luther King Jr Dr (TA #2)	15	2.19%
West of S Martin Luther King Jr Dr (TA #3)	15	9.52%

Table 4 – Identify the geographic distribution and location of investments

Narrative

This being the first year of the 5-Year Consolidated Plan, progress has been made regarding CDBG investment in the three identified target areas. CDBG / HOME funding amounts totaled 65.37% in Target Area 1. Projects funded included the first and second phases of the Heath District streetlight project. CDBG / HOME funding totaled 2.19% in Target Area 2. Projects funded included the demolition of one

(1) blighted property. CDBG / HOME funding totaled 9.52% in Target Area 3. Projects funded included the rehabilitation of one (1) owner-occupied residential property, and the rehabilitation of one (1) owner-occupied property in the Partnershp Park neighborhood. Planning continues to be undertaken by City staff to identify future projects to expand investment in the underserved target areas.

Although it appears to be unbalanced, the City reviews the needs in the target areas annually and selects projects as funding and activities present themselves. Additional expenditures in target area #1 are planned for FY 2026 (phase 3 of the streetlight project), and it is anticipated that homeowner rehabilitation and/or demolition projects will be undertaken in target area #2. Partnership Park rehabilitation projects are anticipated in target area #3.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Street reconstruction projects are selected in areas that also need water and/or sewer or other utility upgrades. The City of Jackson deeded vacant lots to the Greater Jackson Habitat for Humanity to further its ongoing new home construction efforts, including a lot for the current HOME-funded project at 322 Clinton Street. Additional matching activities/funds began in program year 2026, and will continue into subsequent years as funds become available. Grants from the Michigan State Housing Development Authority for the construction of new, accessible homes (MICH grant) by both the City of Jackson and the Greater Jackson Habitat for Humanity supported new construction in qualified census tracts during FY 2025, and rehabilitation projects were supported through June 2025 with funds from the MSHDA MI-Hope program. City-owned lots will also be deeded to private developers for the construction of new single and multi-family housing, and will include sewer/water infrastructure upgrades provided by the City.

The City of Jackson is exempt from providing 25% match through the HOME program due to its high poverty level, low per capita income, and fiscal distress.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
N/A	0	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
\$26,858.00	\$105.00	\$0.00	0	\$26,963.00

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number		0	0	0	0	0
Cost		0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	Not stated	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	Not stated	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	3
Number of households supported through Acquisition of Existing Units	0	0
Total	10	3

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Over the years, the City's rehabilitation program has been able to help fewer and fewer families due to increasing building material costs and level of repairs needed. Instead of trying to correct all code violations which may exist in a home, the focus has shifted to assist with the most expensive items a homeowner may face at any given time. Adding the ability to correct a home's major systems and components that are toward the end of their useful life before they become an emergency situation has provided highly impactful assistance to countless homeowners.

Community Development Department staff attended many community/neighborhood events during 2025-2026, distributing materials and increasing awareness for the rehabilitation program. Attendance at those meetings has produced several new applications for assistance. This program year, of the two (2) projects provided rehabilitation assistance, one (1) was in one of the three local target

areas. Further, the City received nine (9) additional applications, one (1) of which was in one of the three local target areas. That application was denied for not meeting program eligibility requirements. City staff are now administering rehabilitation funds for owner and non-owner occupied properties from two (2) unique sources: CDBG and ARPA. Nine (9) ARPA rehabilitation projects were completed during the 2025 program year.

New construction for low-moderate income families was supported through the MSHDA “MICH” grant program during FY 25. Funds were used to construct four new single-family, single-story, visitable homes. Each home was given away to a family earning at or below 60% AMI and claiming both a disability in the household and a Covid-19 hardship.

Surplus rehabilitation funds remain from this fiscal year, and staff are already working through multiple applications so more families can receive assistance in FY 2026. In addition, previous HOME funds were already allocated to phase II of the partnership park rehabilitation project. As such, community members can expect a great number of completed rehabilitation projects using both CDBG and HOME funds in the coming year.

Discuss how these outcomes will impact future annual action plans.

Offering rehabilitation loans for homeowners facing major components nearing the end of their useful life will continue as a high priority. City staff will continue administering funds from multiple funding sources for owner and non owner-occupied properties, including CDBG, ARPA, and MSHDA (state funds) as funds are made available. Staff will continue searching for additional grant opportunities, with a goal to offer rehabilitation programming that tackles additional and currently non-covered replacement needs.

HOME funds will be used to support a new construction project through the City’s Habitat for Humanity chapter during FY 2026. Plans are underway to support additional Habitat for Humanity and/or other nonprofit new residential construction efforts in the future. The City’s two housing studies support the need for additional affordable housing options, and City staff look forward to working toward those broader goals in the years to come.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	0	1
Moderate-income	1	0
Total	2	1

Table 13 – Number of Households Served

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

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

City of Jackson staff does not specifically reach out to homeless persons and assess their individual needs. However, staff does participate with the Jackson County Continuum of Care (CoC) and, in the past, has served as a co-chairperson to the Board. The CoC is comprised of various community service organizations and governmental entities that meet monthly to discuss emerging needs and strategically plan to address those needs, be it legal, social, practical, or others. On January 28, 2026, members of the CoC participated in the annual Point in Time (PIT) count to document the number of sheltered and unsheltered homeless persons residing in the community. The CoC provides funding to community service providers to screen and evaluate those living in a shelter or are otherwise homeless to assess an individual's or family's acuity. The screening tool is applied across multiple components then prioritizes who to serve next and why, while concurrently identifying areas in the person/family's life where support is most likely necessary to avoid housing instability.

A designated Housing Assessment and Resource Agency (HARA) is the primary access point for all homeless persons or those at risk of becoming homeless who are also able to be initially assessed through other avenues, such as emergency shelters, domestic violence shelters, veterans' providers, etc. The CoC uses the same assessment tool at all access points with criteria modifications for specific subpopulations, namely the Service Prioritization Decision Assistance Tool (SPDAT). The Tool determines each household's housing and service needs, but also prioritizes households for housing program referrals for permanent supportive housing, rapid re-housing, or supportive services only. A community conversation to address the issues of homelessness was hosted in August of 2026, bringing together leaders from multiple local agencies in a coordinated conversation regarding the City's unhoused population and available services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The 2026 PIT count performed by the CoC documented 83 homeless individuals, a decrease of approximately 19% from 2025. Of those, 64 were reported as sheltered and 19 were reported as unsheltered. Seven (7) individuals were considered chronically homeless, 3.5 times greater than in 2025 and defined as a single person (or head of household) who experienced four (4) homeless episodes during the previous 12 months. The 2025 Housing Inventory Count (HIC) reports one-hundred (105) year-round beds in shelters for those experiencing homelessness. Twenty-seven (27) beds are reserved for households with children and seventy-eight (78) beds are available for households without children. In addition, the Rapid Re-Housing program reports sixty-nine (69) year-round beds; and Permanent Supportive Housing supplies eighty-nine (89) year-round beds. Data from the 2026 HIC was not

available at the time this report was submitted.

The Housing Assessment Resource Agency (HARA) screens clients to determine the appropriate housing interventions. Through the "no wrong door" approach, though, the screening can be accomplished by another agency and coordinated through the HARA. The assessment tool quickly evaluates the health and social needs of those experiencing, or are at risk of, homelessness to help identify the best type of support and housing intervention by relying on three (3) categories of recommendation:

- *Permanent Supportive Housing* - individuals or families who need permanent housing with ongoing access to services and case management to remain stably housed;
- *Rapid Re-Housing* - individuals or families who are likely to achieve housing stability over a short period of time through a medium or short term rent subsidy and access to support services;
- *Diversion* - individuals or families who do not require intensive supports but may still benefit from access to affordable housing with some light touch services. In these cases, the assessment tool recommends affordable or subsidized housing but no financial assistance.

In December 2022, the Jackson City Council approved the use of American Rescue Plan Act (ARPA) funds for temporary homeless hotel stays, with the goal of helping homeless families and individuals obtain safe and warm temporary shelter. City staff administered this program for the first ten (10) days, and a local non-profit agency (Residents in Action) handled placements and other assistance from December 24, 2022 to March 31, 2023. In total, \$208,720 was expended from ARPA funds, providing assistance for 70 families/111 unique individuals. A homeless resource fair was also held at the conclusion of this program, with numerous local social service agencies in attendance to provide outreach and support. An additional \$3,000 in ARPA funds was used to purchase convertible sleeping bag/coats, with twenty (20) units distributed to individuals residing on the streets of Jackson. The work of Residents in Action continued into FY 2023-2024, with the hosting of a second community outreach event. The group also formalized the purchase of the former T.A. Wilson school, with plans to convert it into a homeless shelter and outreach center. The final transfer of ownership was finalized in the Spring of 2025, and plans are underway for possible redevelopment of and upgrades to the facilities for possible future homeless outreach and shelter. Construction is underway for a new 2-story family shelter, adjacent to the current Interfaith Shelter near downtown Jackson. This facility will be under the Interfaith Shelter umbrella and will feature approximately 18 rooms, increasing the shelter's bed capacity from 76 to 120+. The new shelter is expected to open in late Spring/early Summer of 2027.

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

Members of the CoC constantly evaluate and report gaps in services for Jackson's homeless population. The CoC operates a Coordinated Entry process that standardizes the way individuals and families at risk of homelessness are assessed for, and referred to, the housing and services they need for housing stability. The United Way of Jackson County also funds Central Michigan 2-1-1 which can connect persons in need with health and human resources available in the area simply by dialing 211 on their phone. The United Way also facilitates a monthly Emergency Needs Coalition meeting allowing various community service and faith based organizations to come together to share resources they have available and to problem solve.

The onset of COVID-19 provided great insight into where gaps truly exist in providing key services to the Jackson community. Instead of assuming where these discrepancies existed from anecdotal reporting, the reality and priority of unmet needs became known, and are continuing to materialize, as Jackson deals with the real-time existence and emergence. The City of Jackson was awarded \$1,138,689 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities. Two non-profit housing partners have been identified and approved to construct two (2) homes each for a total of four (4) affordable rental homes, serving HOME-ARP specified "qualifying populations." Homes will be constructed in neighborhoods aligning with the City of Jackson master plan, and construction is anticipated to begin in late 2026/early 2027. Additional HOME-ARP funds may be made available for future rental home construction projects based on phase one performance. Plans for HOME-ARP-funded rehabilitation projects will be solidified in the coming years. All HOME-ARP funds must be expended by September of 2030.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to operating a Coordinated Entry process, the CoC also adopted the Housing First model which prioritizes housing to people experiencing homelessness. By attending to a person's critical needs of food and shelter first, it is believed they will then be able to focus on other needs such as getting a job, learning how to budget properly, or attending to any substance abuse issues. Housing First does not require a person experiencing homelessness to address all of their problems or attend a variety of service programs before receiving assistance. Once housing is stabilized, individuals are offered supportive services but are not required to participate.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

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

In July 2021, the JHC and City successfully partnered in a Choice Neighborhoods Planning grant application, which was awarded in November 2021. The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with severely distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing agencies, cities, schools, police, business owners, nonprofits, and private developers, came together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. The two (2)-year planning grant has officially ended, and future plans are unknown.

JHC leaders are investigating the possible future sale of all JHC-owned scattered-site housing. A fire in one wing of the Reed Manor apartments forced the evacuation of 75 residents in March of 2026. One fatality was reported, and displaced residents are being assisted with rehousing efforts by local nonprofit agencies. The fire-damaged building is not currently open for habitation, and a repair/reopening timeline is unknown.

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

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

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

Actions taken to provide assistance to troubled PHAs

The JHC is currently listed as a HUD troubled agency. The JHC terminated their Executive Director, on the job for just over twelve (12) months, last year. The JHC is under new management, with staff from MHT Housing, Inc. running the day-to-day operations. Staff are working closely with HUD to remediate all remaining reporting and financial requirements. In addition, the City of Jackson (via a State Allocation Grant from Senator Sue Shink) is providing a grant of \$300,000 to assist JHC with facilities upgrades across all properties. All grant-approved projects have been completed, and reimbursements for said projects will occur in quarters 1 and 2 of FY 2026.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

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

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

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

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

City staff continues to maintain its network of state and local public agencies and non-profit service providers and facilitates meetings when appropriate. The use of CDBG or HOME funds to meet underserved needs is subject to fluctuations in annual funding. The CARES Act and subsequent federal and state subsidies provided unprecedented levels of funding in the community to address a variety of urgent needs from keeping families housed to supporting small businesses.

The City of Jackson owns hundreds of vacant, buildable residential lots. Development of these parcels could provide owner-occupied and/or rental housing for many Jackson residents. The City instituted a policy to sell these lots at a flat rate of \$300 per lot to interested developers, provided they enter into a development agreement with the City to build a home on said lot.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the Michigan Department of Health and Human Services (MDHHS), environmental exposure to lead in amounts sufficient to cause illness and neurological damage in children remains a significant concern in Michigan. Jackson County has been identified as one of 14 counties in Michigan at high risk for childhood lead exposure and poisoning. Lead-based paint hazards are a major concern for the City's young children and pregnant women as over 90% of all housing was constructed prior to 1978.

Housing built prior to 1978 (when federal law banned the use of lead-based paint in residential housing) is considered to be at risk of containing some amount of lead-based paint. The amount of lead pigment in the paint increases with the age of the housing. Housing built prior to 1950 remains a significant concern for lead poisoning as 1950 is often recognized as the "threshold" to lower levels of lead-based paint. Before 1940, paint typically contained high amounts of lead, often 10 to 50 percent. In the early 1950s, paint industry standards voluntarily called for limiting lead content to 1%. With approximately 77% of the housing stock built prior to 1950, Jackson housing units pose a high risk of containing significant lead-based paint hazards. Young children of very low- and low-income households are most likely to reside in older housing, and are disproportionately at risk of lead poisoning. Rental properties make up a large percentage of the City's housing units. If units containing lead-based paint are not properly maintained, the risk of young children coming into contact with lead-paint hazards will continue to climb.

Inspections of non-owner occupied housing units assess deteriorated paint and are cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home receive a combination lead paint inspection/risk assessment and, if hazards exist, treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

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

- *Rehabilitation* – Unfortunately, rising construction costs led to the suspension of offering low-income homeowners a full rehabilitation to correct all code violations. However, up to \$25,000

is available through a five year, zero-interest, deferred loan with a partial low repayment factor to replace a home's major components that have failed or are nearing the end of their useful life. By assisting homeowners address the major aspects of home ownership maintenance needs, more households benefit from the City's limited CDBG funds. Additional rehabilitation projects are also being undertaken, utilizing funds from the ARPA Expanded Rehabilitation Program.

- *Homebuyer New Construction* – no new projects were undertaken during this program year, but a project is underway utilizing HOME CHDO funds for a new Habitat for Humanity build on Clinton Street. Additional new home construction projects are being facilitated by the City of Jackson, as part of a Home Investment Partnership Program (HOME) substantial amendment. Construction is anticipated to begin in late 2026/early 2027.
- *Homeowner Rehabilitation* - The HOME-funded Partnership Park rehabilitation project, subgranted to CAA, serves as a successful program for homeowner rehabilitation. was changed from a homebuyer to a homeowner activity in April 2022. Eight (8) homes have sold thus far, and one (1) rehabilitation project was completed during the 2025-2026 program year (4 total). Rehabilitation projects are ongoing, with expected completion of various projects utilizing additional previously-allocated HOME funds during the 2026-2027 program year.

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

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

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

The City also maintains positive working relationships with various local nonprofit agencies. In addition, the City's Affordable Housing Development Board (AHDB) is comprised of local nonprofit leaders and community members with unique lived housing experience. Review of numerous projects and the sharing of expertise provide a unique opportunity for staff to receive from the AHDB.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Once a year, the Jackson City Council holds a public hearing to specifically gain input from the community on general housing and community development needs prior to the start of the annual funding process. Comments received during the public hearing are considered by the City Council and

incorporated into the Annual Action Plan and/or Consolidated Plan. City staff actively participates with the CoC; members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Members of the Affordable Housing Development Board come from local housing non-profits, area social service agencies, the landlord community, real estate, and City leaders. The collective knowledge and experience of this group allows for collaborative dialogue and sensible solutions to Jackson's housing issues. A staff liaison ensures the recommendations of the AHDB are shared with City leaders.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The purpose of an Analysis of Impediments to Fair Housing is to determine if possible discrimination to housing choice exists in the community within the seven (7) federally protected classes of race, religion, sex, color, national origin, disability, or familial status. In early 2017, the Jackson City Council adopted a non-discrimination ordinance and recently updated Jackson's Fair Housing Ordinance, found at Chapter 14, Article IV of the City of Jackson Code of Ordinances to include several additional classes protected from housing discrimination as follows: religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

While the City's Fair Housing ordinance includes protected classes beyond those identified at the federal level, local housing advocates report discriminatory practices are often not pursued. Tenants are usually in "survival mode" and are more interested in obtaining housing than proceeding with legal action. The process is intimidating, takes time, and is not clear cut. Oftentimes a discriminatory practice may be the underlying issue but housing is denied for minor legitimate reasons making prosecution especially difficult.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring is completed mainly through desk reviews. With City departments overseeing funded projects, access to immediate review and consultation is easily achieved. Employees with many years of experience managing federally-funded projects oversee these activities. Responsible staff has found few if any issues to address. Staff regularly review program and project files to maintain compliance at all levels.

All expenditures of CDBG/HOME funds are thoroughly reviewed for eligibility and adequate documentation. Once approved for compliance, invoices are submitted for payment where they are further evaluated before processing. An independent auditor performs a single audit of the City's federal grants annually.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Jackson encourages all citizens, and especially those for whom activities are targeted, to participate in the planning and utilization of CDBG and HOME funds. The City of Jackson also invites active participation by local and regional institutions, the Jackson County Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in developing and implementing the Consolidated Plan and Annual Action Plan. The ability for citizens to participate in community development goes beyond the formal processes described in the Citizen Participation Plan through day-to-day involvement and interaction with City staff, formal boards, planning committees, ad hoc advisory groups, and the Mayor and City Council.

Notice of upcoming public hearings and open comment periods is published in local newspapers at least 10 days in advance. Information is also posted on the City's website and on its social media platforms. The Consolidated Plan and Annual Action Plans provide a 30-day public comment period while the Consolidated Annual Performance and Evaluation Report is 15 days. Comments are taken orally or in writing, are considered by the Jackson City Council, and incorporated into the document to which they pertain.

A Public Hearing to obtain citizen comments regarding the FY 2025 program performance was held during the Jackson City Council's September 8, 2026 regular meeting. During the public hearing, comments were received from _____ individual(s) and included _____.

_____ public comments were received outside of the public hearing.

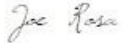
The notice for the September 8th public hearing was published by MLive on August 27th. The affidavit of publication is below:



Jackson Citizen Patriot
LEGAL AFFIDAVIT

AD#: 0011118944

State of Ohio,) ss
County of Cuyahoga)
Joe Rosa being duly sworn, deposes that he/she is principal clerk of MLive Media Group; that Jackson Citizen Patriot is a public newspaper published in the city of Jackson, with general circulation in Jackson county, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):
Jackson Citizen Patriot 08/27/2026


Principal Clerk of the Publisher

Sworn to and subscribed before me this 31st day of August 2026


Notary Public



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Public Notice

The City of Jackson is inviting citizens to attend a Public Hearing on Tuesday, September 8, 2026 at 6:30 a.m. The hearing will be held in the City Council Chambers on the second floor of City Hall, 161 West Michigan Avenue.

The purpose of the Public Hearing is to invite citizens to comment on the City of Jackson's progress in accomplishing the goals and objectives in its Consolidated Plan, including provisions for affordable housing and the Community Development Block Grant (CDBG) and HOME Programs for the period of July 1, 2023 through June 30, 2026. At the time of the Public Hearing, the Jackson City Council will be reviewing the City's Consolidated Annual Performance and Evaluation Report (CAPER) and accepting comments from the public. After the Public Hearing, the CAPER will be submitted to the Department of Housing and Urban Development.

A copy of the CAPER can be reviewed at the following locations beginning September 2, 2026 and ending September 20, 2026:

City Hall
161 W Michigan Avenue,
Jackson
1st Floor - City Clerk's Office
3rd Floor - Community
Development Department

Jackson District Library
Carnegie Branch
224 W Michigan Avenue,
Jackson

Community Action Agency
1214 Greenwood Ave, Jackson

Shahan-Blackstone North
Appts
109 Shahan Drive, Jackson

Reed Manor
301 Steward Avenue, Jackson

Chalet Terrace
316 Barbary Drive, Jackson

An electronic copy of the CAPER can also be viewed on the City's website at:
<http://www.cityofjackson.org/332/Grant-Reports>

For general information concerning the Public Hearing, please contact Cory Mayo, Grant Coordinator, at (517) 768-6461 or send comments to cmayo@cityofjackson.org.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Staff does not foresee a change in Jackson's program objectives, which include housing rehabilitation, new or converted housing, blight elimination through clearance, and public infrastructure and facility improvements. Concentrating resources within these objectives versus spreading limited funds among a variety of unfocused activities has proven extremely effective in improving the community and local economy.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

The Greenwood Apartments added 51 new units in a multi-story building, with units reserved for households earning up to 120% of the area median income. \$675,000 in Brownfield Redevelopment Funds supported this project, in addition to Low-Income Housing Tax Credits from MSHDA. The building has received its final certificate of occupancy, tenants have moved into the apartments, remediation is complete, and the Brownfield grant has been closed.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Jackson has not invested HOME funds in rental housing; rather it has concentrated on low-income homeowners or homebuyers receiving assistance.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City of Jackson has not produced rental or homebuyer projects consisting of five (5) or more units.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During Program Year 2025-2026, the City received program income in the amount of \$105.00. This program income derived from bank account interest. The City expended \$0.00 in program income during 2025-2026.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The City of Jackson ensures landlords maintain housing units to decent, safe, and sanitary conditions through a three-year housing inspection process. City administration helps private developers access funding resources that may be available, such as LIHTC.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Staff have completed in-person and virtual training for the Section 3 program. Staff looks forward to creating a program and implementing new protocols during the 2026-2027 program year.