JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, April 16, 2024

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

   A. Update from US EPA - Michner Plating Superfund Site

   Rose Guardino - Remedial Project Manager, US EPA
   Natalie Romain - Community Involvement Coordinator, US EPA

   B. Street Millage Presentation

6. **PUBLIC HEARINGS.**

7. **CITIZEN COMMENTS.**

   (3-Minute Limit)

8. **PETITIONS & COMMUNICATIONS FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.**

9. **CONSENT CALENDAR.**

   Consent Action

   A. April 2, 2024 Meeting Minutes of the Jackson City Council

B. A resolution to declare April of 2024 as Second Chance Month in the City of Jackson.

C. A resolution proclaiming April 28, 2024 as Workers Memorial Day in the City of Jackson.

D. Membership Reorganization on Racial Equity Commission

Approve the Mayor's recommendation to exchange the membership classification of two members of the Racial Equity Commission. Moving Katima Dickenson from full member to ex-officio and Leticia Albarran from ex-officio to full member. Terms of service remain the same.

E. Appointment to the Racial Equity Commission

Approve the Mayor's recommendation to appoint Ai Yoshida as an ex-officio member the Racial Equity Commission for a term of 3 years, expiring on 12/31/26.

F. Resignation from Jackson Housing Commission

Accept the resignation of Nicole Taylor, resident representative on the Jackson Housing Commission, effective immediately.

G. Resignation from Jackson Brownfield Redevelopment Authority

Accept with regret, the resignation of Steve Duke from the Jackson Brownfield Redevelopment Authority.

H. Special Event Application: Cascades Cycling Club Ride of Silence

Approve a request from the Cascades Cycling Club to host their Ride of Silence on May 15, 2024, on the streets of Jackson.

I. Special Event Application:Art, Beer, & Wine Festival

Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 8, 2024, in Ella Sharp Park.

J. Special Event Application: Cascades Labor Day Fireworks

Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, August 31, 2024, at the Sparks Foundation County Park.

K. Special Event Application: Cascades 4th of July Fireworks

Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Wednesday, July 3, 2024, at the Sparks Foundation County Park.

L. Special Event Application: Cascades Memorial Day Fireworks

Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 25, 2024, at the Sparks Foundation County Park.

M. Special Event Application: National Day of Prayer

Approve a request from Together We Can Make a Difference to host their National Day of Prayer on May 2, 2024, at TRUE City Square in Horace Blackman Park.

N. Special Event Application: Jackson County Rose Parade

Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 2, 2024, in Bucky Harris Park and on the streets of downtown Jackson.

O. Special Event Application: Jackson County Sheriff Open House

Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 2, 2024, in their garage and parking area at 212 W. Wesley St. in Jackson.

P. Special Event Application: Hopping into Spring

Approve a request from Jackson, Michigan Giving Back to the Community to host their Hopping into Spring event April 28, 2024, in their parking lot and on the streets of Jackson.

10. OTHER BUSINESS.

A. East Side Economic Development Update

11. NEW BUSINESS.

A. Purchase of electronic communications equipment to upgrade the Water Treatment Plant remote site communication hardware

Approval of the purchase of electronic communications equipment to upgrade the City's Water Treatment Plants remote site communication hardware, from Englewood Electric Supply of Jackson MI for a total cost of $98,280 (this cost includes a 10% contingency).

B. Change Order 2 of DWSRF FY 2023 Improvements

Approve Change Order 2 for the 2023 fiscal year Drinking Water State Revolving Fund project Improvements in the amount of $29,813.30.

C. Easements for Replacement of S. Cooper Street Bridge over Grand River.

Approve and waive compensation for easements to the Michigan Department of Transportation for the replacement of the South Cooper Street bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

D. Easements for Replacement of Glick Hwy. Bridge over Grand River.

Approve and waive compensation for easements to the Michigan Department of Transportation for the rehabilitation of the Glick Highway bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

E. Consider amendment of Section 14.413(5) and amended NOORPR Resolution as recommended by the office of City Attorney and to align with the policy and practice of the Department of Community Development.

Adopt for first reading an amendment to Sec. 14.413(5) of the City Code of Ordinances and adopt corrective Resolution amending certain provisions of the non-owner occupied residential property registration (NOORPR) and housing code inspections rate Resolution of November 23, 2021.

F. 2024-2027 Labor Agreement between the City of Jackson and the POLC Supervisors Unit Jackson Division

Approve the 2024-2027 Labor Agreement between the City of Jackson and the POLC Supervisors Unit Jackson Division

12. CLOSED SESSION.

A. Conduct closed session pursuant to MCL 15.268(e) concerning specific pending litigation in Jackson County Circuit Court Case No. 23-2632-NI

Conduct closed session pursuant to MCL 15.268(e) concerning specific pending litigation in Jackson County Circuit Court Case No. 23-2632-NI

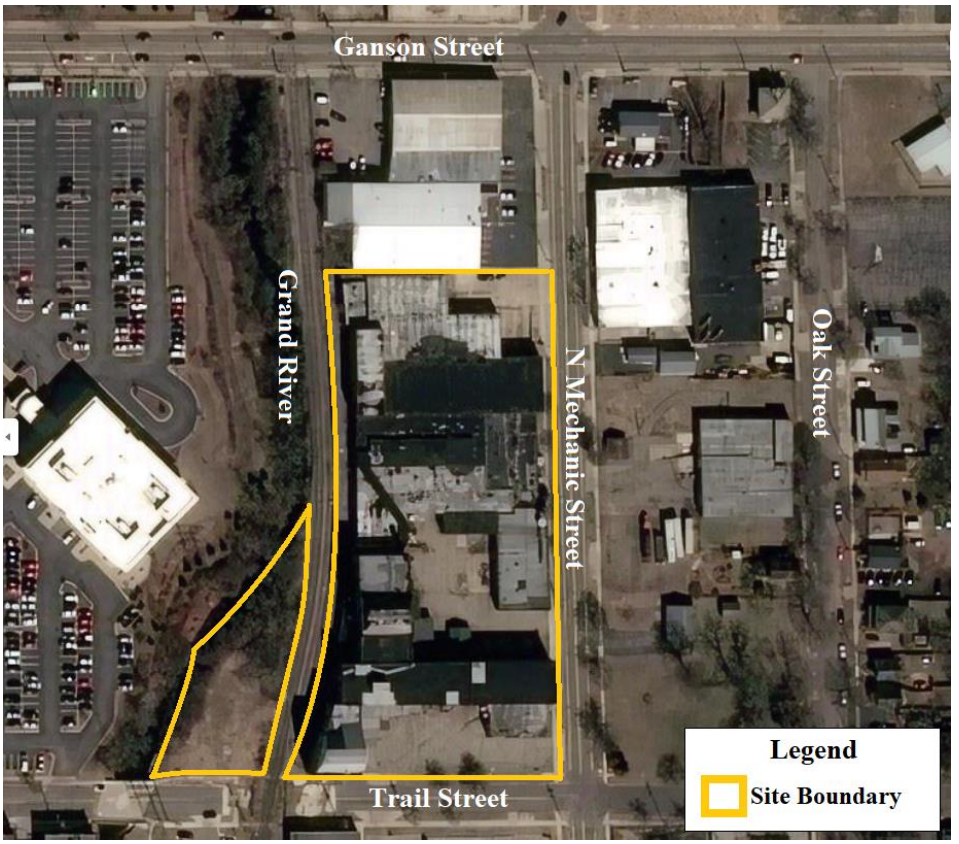
13. CITY COUNCILMEMBER'S COMMENTS.

14. ADJOURNMENT.

United States Environmental Protection Agency

National Priorities List Placement Paves the Way for Investigation

Michner Plating – Mechanic Street Superfund Site
Jackson, Michigan October 2023



Location of Michner Plating – Mechanic Street Superfund Site

On March 17, 2022, the U.S. Environmental Protection Agency finalized the Michner Plating – Mechanic Street site's placement on the National Priorities List, or NPL, due to groundwater and soil contamination and vapor intrusion concerns. Placement on the NPL makes the site eligible for federal money to investigate and clean up the site under EPA's Superfund program.

Background

The Michner Plating – Mechanic Street Superfund site is at 520 North Mechanic Street in Jackson, Michigan, adjacent to the Grand River. The 4-acre site is an abandoned chemical plating facility and consists of four buildings in a mixed residential and commercial portion of the city of Jackson.

The site is a former metal plating facility which operated from 1938 until 2007. By the 1970s the facility was known to the state's environmental authorities for its poor environmental management procedures. The state issued numerous violation notices to the facility beginning in 1989 and continuing nearly every year until it ceased operations in 2007. The site is currently owned by Jackson County which intends to redevelop the property for productive use after cleanup.

Contact EPA

For more information about the site, contact one of these team members:

Natalie Romain
Community Involvement Coordinator
312-353-3659
romain.natalie@epa.gov

Rose Guardino
Remedial Project Manager
312-886-2407
guardino.rose@epa.gov

You may also call EPA's Chicago office toll-free at 800-621-8431, 9:00 a.m. – 5:30 p.m. weekdays.

For more information

To find more details about the site, visit its EPA webpage at www.epa.gov/superfund/michnerplating.

To learn about the EPA Superfund program, visit www.epa.gov/superfund.

Background (cont'd)

The soil and groundwater at the former facility is contaminated with chlorinated solvents and metals. In addition, per- and poly-fluoroalkyl substances (PFAS) have also been detected in groundwater beneath the site.

The Superfund Process

The Superfund program is administered by EPA in cooperation with state and tribal governments. It allows EPA to clean up hazardous waste sites and to force responsible parties to perform cleanups or reimburse the government for cleanups led by EPA.

Preliminary Assessment/Site Inspection: This stage includes a review of historical information and includes visiting a site to evaluate the potential for a release of hazardous substances. EPA determines if the site poses a threat to people and the environment and whether hazards need to be addressed immediately or additional site information will be collected.

Remedial Investigation/Feasibility Study (CURRENT STAGE): This stage involves an evaluation of the nature and extent of contamination at a site and assessing potential threats to human health and the environment. This stage of the process also includes evaluation of the potential performance and cost of the treatment options identified for a site.

Records of Decision (ROD): The ROD is a document that explains which cleanup alternatives will be used at a NPL site. Leading up to the issuance of the ROD, the EPA recommends a preferred remedy and presents the cleanup plan in a document called a Proposed Plan for public comment. Following the public comment period, the EPA issues a final Record of Decision.

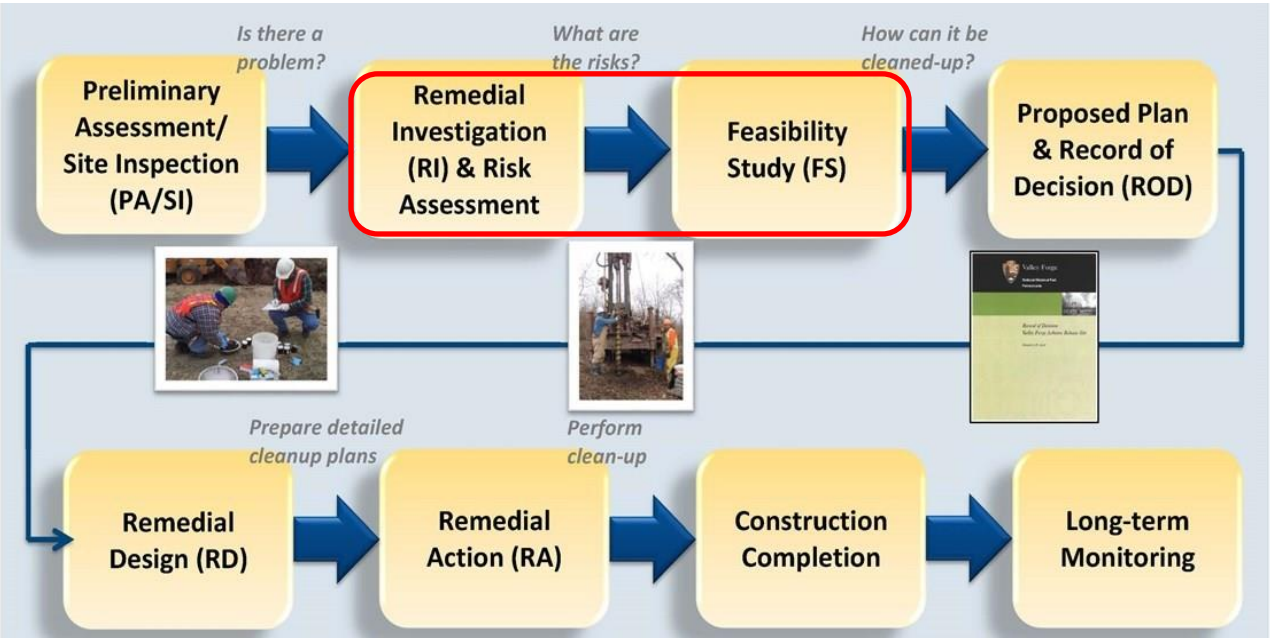
Remedial Design/Remedial Action: Remedial design includes development of engineering drawings and specifications for a site cleanup. Remedial action follows design and involves the actual construction or implementation of site cleanup.

Construction Completion: This milestone indicates all physical construction required for the cleanup of the entire site has been completed (even though final cleanup levels may not have been achieved). For example, a groundwater treatment system has been constructed though it may need to operate for several years for all contaminants to be removed from the groundwater.

Post Construction Completion: Activities undertaken during this phase help ensure that cleanup work at a site continues to protect human health and the environment. Work can include: routine monitoring of a site; routine reviews of the site to ensure cleanup continues to be effective; and enforcing any long-term site restrictions.

National Priorities List Deletion: Once cleanup goals have been achieved and sites are fully protective of human health and the environment, EPA deletes them from the NPL.

Site Reuse/Redevelopment: EPA's goal is to make sure site cleanup is consistent with the likely future use of a site. Consideration of reuse at a site can occur at any point in the Superfund cleanup process, from site investigation activities to deletion from the NPL.



Previous actions

On June 2 and 3, 2015, EPA conducted a site assessment and collected samples from drums and other containers found at the site. Analysis of the samples indicated the presence of hazardous waste.

EPA conducted removal of hazardous substances from the site from August 24, 2015, through June 22, 2016. During that time, waste from drums, tanks and pits were categorized, separated and bulked for off-site disposal. Containers and debris were placed into roll-off boxes for off-site disposal. Approximately 1,100 drums and hundreds of 55-gallon totes of hazardous waste were removed from the site and shipped to off-site locations for disposal.

The state of Michigan referred the site to EPA because of the extensive contamination at the Michner Plating facility. Other federal and state cleanup programs were evaluated, but no other program had the appropriate authorities or resources to address the site. The EPA received a letter of support for placing this site on the NPL from the state of Michigan.

EPA Technical Assistance Grants

EPA's cleanup decisions depend on several different things, including what studies say about site conditions, the type of contamination found, and the cleanup methods that would work at a particular site. A technical advisor can help community members participate in decision making by helping them better understand what is going on at the site. EPA's Technical Assistance Grant, or TAG, program provides money to community groups to pay for these technical advisors to interpret and explain technical reports, site conditions, and EPA's proposed cleanup proposals and decisions. Initially, EPA will award a TAG for up to $50,000, but additional funds may be available as years progress.

EPA encourages applications from groups that are interested in becoming more involved in the decision-making process for a nearby Superfund site but need help understanding the technical issues. Your group may apply for a TAG if your members' health, economic well-being, or enjoyment of the environment is, or may be, hurt by a Superfund site. Note that your group will need to be incorporated as a state nonprofit to be eligible. Municipalities or other government agencies are not eligible to receive TAGs, however, government officials may belong to a community group requesting a TAG.

There can be only one TAG awarded at a time for a Superfund site. To get a TAG, your group must contribute a matching share of at least 20 percent to the project. Note, though, that this match usually is not difficult to provide—most groups make their match by donating volunteer hours and other "in-kind" services. TAGs cannot be used to duplicate field or laboratory work. They may only be used to understand or interpret existing documents and activities conducted at the site.

Michner Plating – Mechanic Street Superfund Site is in the very early stages of the Superfund process, and a TAG may not yet be useful. However, the process for obtaining a TAG is complex and this early stage may be a good time to learn more about the program. For more information about the EPA TAG program, visit www.epa.gov/superfund/technical-assistance-grant-tag-program.

Ways to get involved

Community Involvement Plan and Interviews
A community involvement plan (CIP) is a site-specific strategy to enable meaningful community involvement throughout the Superfund cleanup process. The CIP reflects community needs, concerns, and expectations that are identified through community interviews and other means.

Community interviews are conducted to gather information for a CIP. These interviews are a way to meet with community members and learn about their site-related needs, concerns, and expectations, as well as how the community gets information and prefers to receive site-related information from EPA.

EPA will send invitations to conduct community interviews with area residents and other stakeholders in early 2023.

Community Advisory Group
A Community Advisory Group, or CAG, may be convened for this site, if requested, to provide a public forum for community members to present and discuss their needs and concerns related to the Superfund decision-making process. CAGs can assist EPA in making better decisions on how to clean up a site and offers EPA a unique opportunity to hear community preferences for site cleanup and redevelopment. Information about CAGs can be found at www.epa.gov/superfund/community-advisory-groups.

If you are interested in helping form a CAG for the Michner Plating – Mechanic Street Superfund Site and/or be put on the site's mailing list, please contact Natalie Romain, the site's Community Involvement Coordinator, at romain.natalie@epa.gov. You may also stay up to date via EPA's webpage (*see front page sidebar*).

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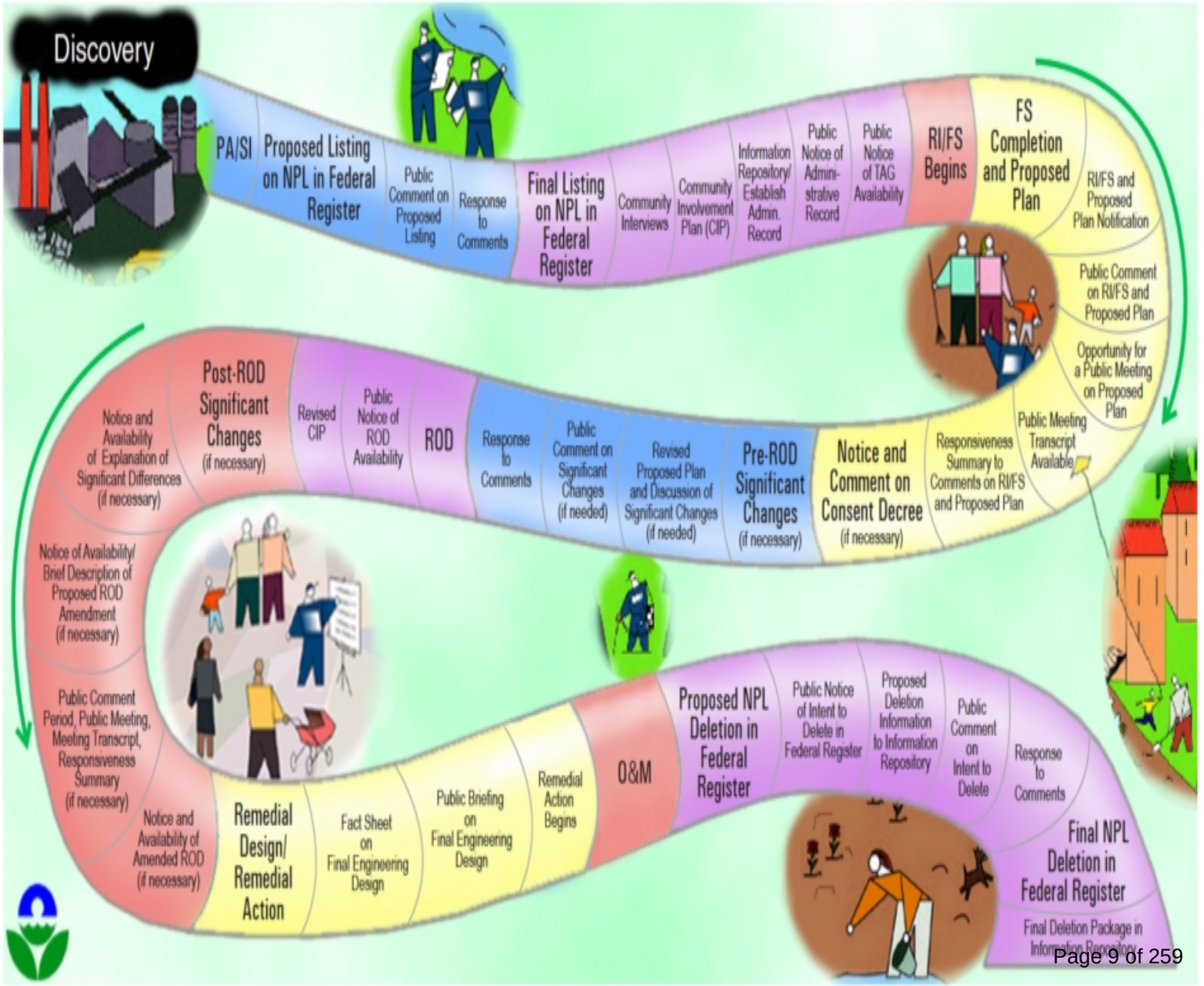
Michner Plating – Mechanic Street Superfund Site:
NPL Placement Paves the Way for Investigation

United States
Environmental Protection
Agency

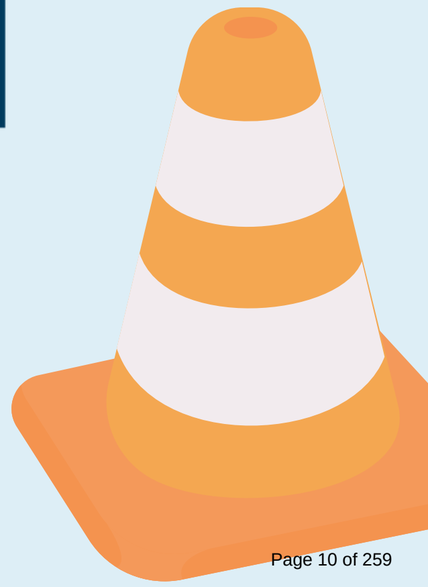
Region 5
Community Involvement and
Outreach Section (RE-6J)
77 W. Jackson Blvd.
Chicago, IL 60604-3590

Community Involvement Activities at NPL Sites



Street Construction Funding in

CITY OF JACKSON MICHIGAN



The Basics

There are 156 miles of City streets:

- 101 miles of local street
- 55 miles of major street

The Basics

In 2023, 1.56 miles of street work completed = 1%

In 2024, 1.46 miles of street are scheduled for work = 0.9%

The Basics

Federal grant funds over the last few years are temporary. Typically, our annual program is one mile per year: 0.64%

The Basics

At 1 mile per year, all streets will be paved in 150 years.

The Basics

2024 estimated street construction costs = $4,580,000 per mile for major streets and $2,930,000 per mile for local streets.

Current Street Construction Program Funding

- Federal grants
- Special assessments
- Street funds derived from Act 51 gas & vehicle registration taxes

Recent Program Funding

- **Federal grants:**
  - 2023 = $2,080,250
  - 2024 = $820,644
- **Special assessments:**
  - 2023 = $737,299
  - 2024 = $678,840
- **Act 51 Street Funds:**
  - 2023 = $447,075
  - 2024 = $1,053,896

Federal grants require local agencies to pay a portion of project cost, 20% is common.

For local streets, Act 51 can be used to fund a maximum of 50% of construction.

The remaining 50% must come from a local source.

The average assessment for lots with houses on them in 2024 rolls was $7,382.

The maximum was $15,000 (Oakridge).

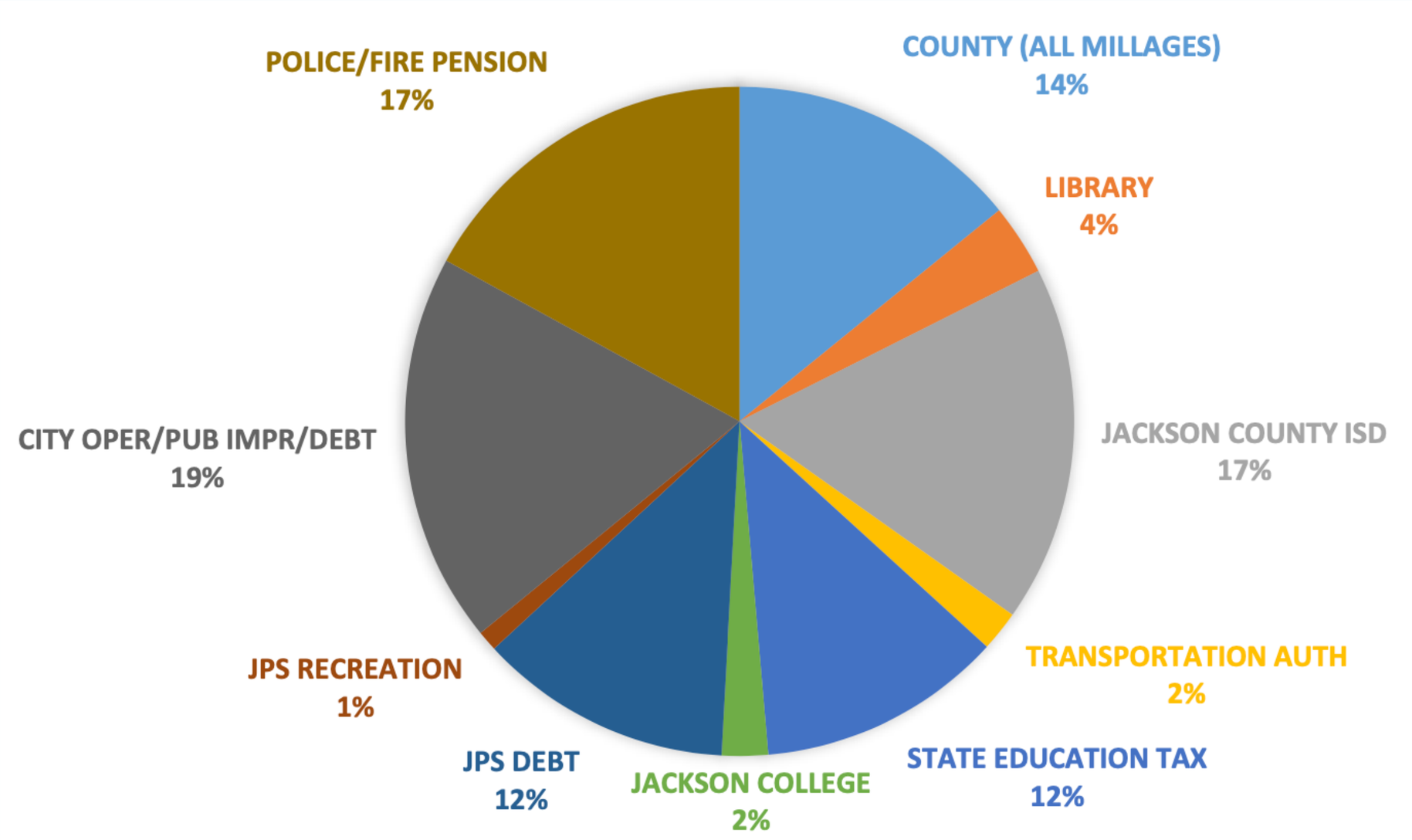
The minimum was $2,249 (Elm).

Q: Why do we pay street assessments when we already pay property taxes?

A: Because property taxes do not fund streets. They fund:

- Police
- Fire
- Elections
- City Council
- City parks
- Street lighting
- County parks
- Jackson Public Schools
- Jackson College
- JATA buses
- Senior services
- Lifeways mental health
- Animal Control
- Jackson District Library
- Intermediate School District
- NOT STREETS

Current Property Tax Distribution



The average residential taxable value in 2023: $30,500

- The owner had a total tax bill of $1,546.
- Only $294 went to the City for operations - not enough to pay for street work.

Could we do a millage rather than assessments?

A millage will not reduce costs of street work but could provide more funding depending on the millage rate.

Based on current taxable values:

1 mill = $770,000 yearly

5 mills = $3.8 million yearly

10 mills = $7.7 million yearly

Over time, we expect taxable values to rise approximately 3% per year with construction costs rising approximately 5% per year.

Increasing local funds by a millage will not increase grant and Act 51 funds.

Therefore, unmatched millage funds will not have the same purchasing power as the funds of the current program that are matched by grants and Act 51 funds.

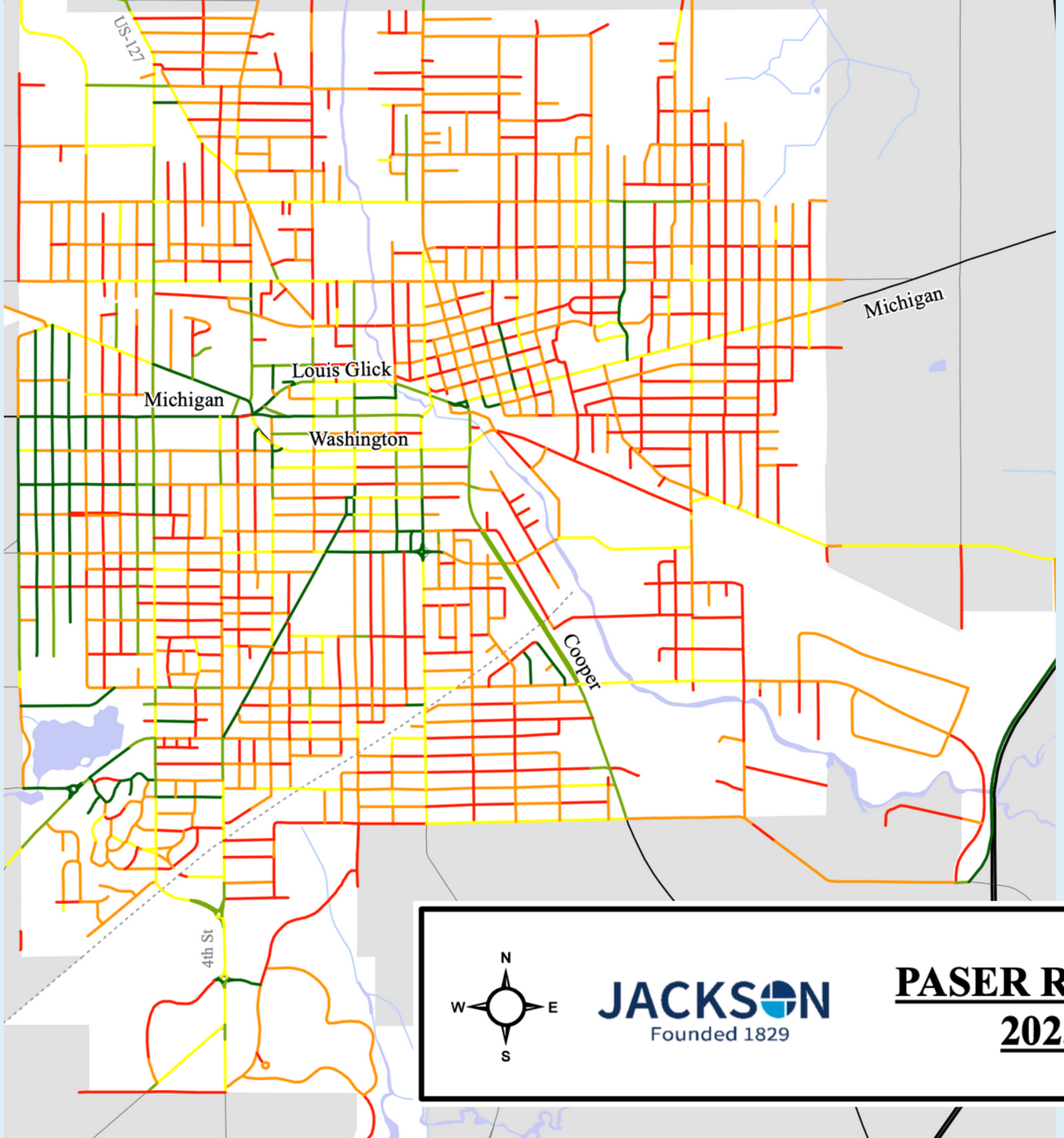
A millage in place of assessments in the current street construction program may increase construction to:

1 mill = 1.1 miles yearly (0.7% of streets)

5 mills = 1.8 miles yearly (1.2% of streets)

10 mills = 2.7 miles yearly (1.7% of streets)

It would take 10 mills for an estimated 58 years to pave 100% of our streets.



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JACKSON
Founded 1829

PASER Ratings 2023

Very Poor
Poor
Fair
Good
New

0 0.25 0.5
Miles

Date: 12/12/2023
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An accelerated program would do a combination of repaving to extend the life of streets needing a new surface and reconstructing those with structural failure.

Q: What does this mean for the average homeowner?

A: The average residential taxable value in 2023: $30,500

1 mill for average home = $30.50 yearly

5 mills for average home = $152.50 yearly

10 mills for average home = $305.00 yearly

Over 10 years, the average homeowner will pay:

1 mill = $371

5 mills = $1,855

10 mills = $3,709

Assessments vs Millage

Assessments:

Only those who have their street constructed pay.

Millage:

Everyone pays but most do not have their street constructed.

Assessments vs Millage

Assessments:

All impacted parcels pay except for governmental agencies.

Millage:

In addition to governmental agencies, non-profits and churches do not pay.

Millage Limitations

- State law caps millages at 20 mills.
- City Charter currently caps millages at 10 mills.

Current Millage Rate

6.6828 mills: General Fund

1.9092 mills: Public Improvement Fund

0.9500 mills: City Hall Rehab Debt

= 9.4920 total current mills

To add millage for street construction, City Council can initiate a ballot measure to amend City Charter to allow additional mills for street construction.

Capacity to add mills

20 mill State law maximum

-9.492 current mill rate

= 10.508 maximum allowable mill addition

The road to a millage vote

1. **City Council approves resolution**
2. **Ballot language goes to Governor and Attorney General offices for review**
3. **File with Jackson County to set for future election**
4. **Decided by voters**

CONSIDERATIONS

- **There is no set time frame for when State offices will review the ballot language and notify the City**
- **Nov. 5, 2024 General Election is the next opportunity for a millage**
- **Deadline for filing: Aug. 13**

CITY OF
JACKSON
MICHIGAN

CITY COUNCIL MEETING MINUTES
APRIL 2. 2024

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 Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by the Lead Pastor of Found Church Chris Heydenburg (guest of Vice Mayor Freddie Dancy).

ROLL CALL:

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

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, City Engineer Jon Dowling, Director of Public Works Mike Osborne, and City Assessor Jason Yoakam.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. Jackson County Sheriff Gary Schuette – Jail Millage

PUBLIC HEARINGS:

A. Presentation of Lansing Avenue Street Reconstruction Project – Jon Dowling, City Engineer

B. Special Assessment Roll No. 3451 for street reconstruction on Lansing Avenue from Steward Avenue to Clinton Road

Motion was made by Councilmember Wood, seconded by Vice Mayor Dancy to recess as City Council and convene as a Board of Review. Vote was done by voice with all in favor. Motion carried

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

Marshall Maske of 800 Lansing Avenue, Bill Martens of 915 Lansing Avenue, and multiple representatives of 925 Backus spoke in opposition of the project. Josh Foster of 901 Lansing Avenue spoke in opposition of the special assessment. Correspondence was sent in from multiple representatives of 925 Backus in opposition to the project.

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

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to postpone to the next meeting the decision on confirmation of Special Assessment Roll No. 3451 to give time to work on other options. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Hunt (6). Nays: Councilmember Forgrave (1). Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES: none.

Motion was made by Councilmember Gunn, seconded by Councilmember Hunt to take a seven minute recess. Vote was done by voice with all in favor. Motion carried.

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

CONSENT CALENDAR:

A. Minutes of the March 19, 2024, Regular Meeting of the Jackson City Council

B. City of Jackson, Michigan Financial Statements as of and for the Eight Months Ended February 29, 2024

C. Special Event Application – American 1 Block Party
Approve a request from American 1 to host their Block Party on April 26, 2024, on the streets of Jackson.

D. Special Event Application – Jackson High School Graduation Ceremony
Approve a request from Jackson High School to host their Graduation Ceremony on Friday, May 24, 2024 and use road closures on Wildwood Avenue near Jackson High School.

E. Special Event Application – Cruise Ins and Concerts

Approve a request from the Jackson Downtown Development Authority, Michigan Theatre, and Jackson Symphony Orchestra to conduct their Cruise In and Concert events on May 24, June 28, July 26, August 23, and September 27, 2024 from 5:00 p.m. to 9:30 p.m. in Downtown Jackson.

F. Special Event Application - Back to the Bricks
Approve a request from the Jackson Downtown Development Authority and Back to the Bricks to host their Back to the Bricks Car Tour on June 7, 2024, from 5:00 p.m. to 8:00 p.m. on the streets of Downtown Jackson.

G. Special Event Application – City of Jackson Police Department Police Memorial
Approve a request from the City of Jackson Police Department to host their Police Memorial on May 8, 2024, in Horace Blackman Park.

H. Special Event Application – Memorial Date Procession and Ceremony
Approve a request from the Jackson County Veteran's Council to conduct their Memorial Day Procession and Ceremony on Monday, May 27, 2024, on the streets of downtown Jackson.

I. Resignation – Environmental Commission
Accept and place on file Councilmember Forgrave's resignation from the Environmental Commission.

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the consent calendar. Councilmember Robinson asked that Item A be removed for separate consideration. Councilmember Hunt asked that Item D be removed for separate consideration. Vote was taken on the approval of the consent calendar without items A and D. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Gunn, seconded by Councilmember Robinson to approve the minutes of March 19. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

Parliamentarian Wood clarified that rules of Council provided that a member absent from a meeting may still vote on the approval of meeting minutes.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the special event application for Jackson High School Graduation Ceremony. *Councilmember Hunt informed the body that she would be abstaining from the vote due to her position on the JPS School Board.* Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: none. Abstention: Councilmember Hunt. Motion carried.

OTHER BUSINESS:

A. Lease of City Owned Property at 302 W Morrell Street
Recommendation: *Consider a lease agreement between the City of Jackson and Residence in Action for city owned property located at 302 W Morrell.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to consider a lease agreement between the City of Jackson and Residence in Action for the City owned property located at 302 W. Morrell. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: Councilmember Hunt (1). Motion carried.

NEW BUSINESS:

A. Issuance of Michigan Transportation Fund Bonds, Series 2024 (Limited Tax General Obligation)
Recommendation: *Approve the Resolution authorizing the issuance of Michigan Transportation Fund Bonds, Series 2024 (Limited Tax General Obligation)*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the resolution authorizing the issuance of Michigan Transportation Fund Bonds, Series 2024. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

B. Mowing, Irrigation and Landscaping Contract for Downtown Jackson
Recommendation: *Approve Contract for Mowing, Irrigation and Landscaping for Downtown Jackson to Picture Perfect Lawn Care, LLC of Concord, Michigan for the amount of $28,605***.**

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to renew the existing contract with Picture Perfect Lawn Care, LLC for the upcoming year for the amount previously paid plus the contractual 3% increase for services provided and described in Items 11B, 11C, and 11D. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

C. Mowing, Irrigation and Landscaping for Woodland and Mt. Evergreen Cemeteries
Recommendation: *Approve a Mowing, Irrigation and Landscaping Contract for Woodland and Mt. Evergreen Cemeteries to Picture Perfect Lawn Care LLC, in the amount of $141,750.*

D. Mowing, Irrigation and Landscaping Contract for Parks and Trails
Recommendation: *Approve Mowing, Irrigation and Landscaping Contract for Parks and Trails to Picture Perfect Lawn Care LLC., of Concord, Michigan for the amount of* ***$110,359.***

E. City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance Contracts
Recommendation: *Award City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance to Elysian Landscape & Flatwork LLC as they were the lowest bidding, qualified contractor.*

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

F. Private Lot Mowing Contract
Recommendation: *Award the Private Lot Mowing Contract to Total Property Management Group LLC as they were the lowest bidding, qualified contractor***.**

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to award the Private Lot Mowing Contract to Total Property Management Group, LLC as they were the lowest bidding, qualified contractor. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

G. Award for 2024 Pavement Marking Contract

Recommendation: *Approval of an award for the 2024 Pavement Marking contract to PK Contracting Inc. of Troy, Michigan at a cost of $127,964.00, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to award the 2024 Pavement Marking contract to PK Contracting, Inc. of Troy, Michigan at a cost of $127,964.00. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

H. Approve Contract Award – City Parking Lot 21.

Recommendation: *Approve the Contract Award for reconstruction of the southern portion of City Parking Lot 21 to Leavitt & Starck Excavating, Inc. of Lansing, Michigan at a cost of $181,746.88 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the contract award for reconstruction of the southern portion of City Parking Lot 21 to Leavitt & Starck Excavating, Inc. of Lansing, Michigan at a cost of $181,746.88. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

I. Approve Contract Award – 2024 Water Service Replacements.

Recommendation: *Approve the Contract Award for the 2024 water service replacement contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $1,134,333.80 and authorize the Mayor and City Clerk to execute the appropriate document in accordance with the Purchasing Agent.*

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to approve the contract award for the 2024 water service replacement contract to Dunigan Brothers, Inc. of Jackson, Michigan at a cost of $1,134,333.80. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

J. Dixon Engineering & Inspection Services proposal to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting.

Recommendation: *Approve Dixon Engineering & Inspection Services proposal to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project at the cost of $129,550.00 to be covered by water funds. 402-591-000-985.005*

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to approve Dixon Engineering & Inspection Services proposal to proceed with Engineering and Project Administration for the Water Treatment Plant Clarifier Restoration and Painting Project at the cost of $129,550.00 to be covered by water funds. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Hunt, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Mayor Mahoney. Vote was done by voice with all in favor. Motion carried. Mayor Mahoney adjourned the meeting at 9:50 p.m.

RESOLUTION

BY THE CITY COUNCIL FOR THE CITY OF JACKSON:

A RESOLUTION to declare April of 2024 as Second Chance Month in the City of Jackson

WHEREAS, over 4 million people in Michigan have a criminal record or some kind of arrest record and as result, face barriers to employment, food and shelter, and Black and Latino people are arrested, convicted, and incarcerated in numbers disproportionate to their representation in the population as a whole; and

WHEREAS, redemption and rehabilitation are core to our beliefs and commitment to one another; and

WHEREAS, second chances and opportunities to rebuild one's life after an arrest or incarceration are pivotal to not only individuals, but also to strong and healthy communities in the City of Jackson; and

WHEREAS, the ability of people with records to achieve good outcomes and successfully reintegrate into their communities is challenged by housing barriers, and contributes to higher levels of recidivism, broken families and unsafe communities; and

WHEREAS, research demonstrates that removing barriers and increasing access to stable housing and meaningful employment is linked to decreased crime and improved public safety; and

WHEREAS, the City of Jackson believes a conviction should not create a barrier to safe housing, nor employment and seeks to assist the rehabilitation of people with records and ensure healthier, safer communities; and

WHEREAS, states and cities across the country have adopted policies to remove unfair barriers to employment and housing for people with records; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JACKSON that the City of Jackson declares April of 2024 to be Second Chance Month; and be it

FURTHER RESOLVED, that the City of Jackson shall encourage and support state legislation that would eliminate housing barriers for people with records.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Jackson, Michigan to be affixed this 16th day of April, 2024.

_____

Daniel J. Mahoney, Mayor

RESOLUTION

BY THE JACKSON CITY COUNCIL:

WHEREAS, every year on April 28, communities and worksites around the world honor friends, family members, and colleagues who have been killed or injured on the job; and

WHEREAS, in 2022, the Federal Bureau of Labor Statistics estimated that 5,486 workers were killed by traumatic injuries on the job, a 5.7% increase from 2021. On average, a worker died nearly every 96 minutes from a work-related injury in 2022; and

WHEREAS, in 2022, 139 workers' lives were lost through fatal workplace accidents in Michigan; and

WHEREAS, it is appropriate to honor the memory of the courageous and dedicated members of Michigan's labor force who have been injured or disabled or have died as a result of workplace accidents; and

WHEREAS, we remember those who have died in workplace catastrophes, suffered occupational-related diseases, or have been injured due to dangerous conditions; and

WHEREAS, recognition of the integrity of Michigan's workforce and its achievements on behalf of the economic growth of our state is necessary; and

WHEREAS, the City Council of the City of Jackson wishes to pay tribute to the workers who have died or been injured or disabled in workplace accidents. We honor the contributions of Michigan's workforce and call for increased workplace safety; and

WHEREAS, the City Council of the City of Jackson renews our efforts to seek stronger workplace safety and health protections, better standards and enforcement, and fair and just compensation; and by rededicating ourselves to improving safety and health in every city workplace;

NOW, THEREFORE, BE IT RESOLVED by the City Council, that the members of this legislative body declare April 28, 2024, as

Workers Memorial Day

in the City of Jackson, Michigan.

*****

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Seal of the City of Jackson, Michigan to be affixed on this 16th day of April, 2024.

_____
Mayor Daniel J. Mahoney

CITY OF JACKSON
Founded 1829

Office of the Mayor

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: April 16, 2024

SUBJECT: Membership Reorganization on Racial Equity Commission

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RECOMMENDATION:

Approve the Mayor's recommendation to exchange the membership classification of two members of the Racial Equity Commission.

Katima Dickenson, who is currently a full member, has moved out of the City. Pursuant to Racial Equity Bylaws, she can only serve in an ex-officio capacity.

Leticia Albarran, who is currently an ex-officio member, has moved into the City, which now qualifies her to take on the full member role.

Reorganize the Racial Equity Commission membership to move Katima Dickenson to ex-officio and Leticia Albarran as full member. Terms of service remain the same.

Your consideration and concurrence is appreciated.

DM/lm

CITY OF JACKSON
Founded 1829

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

MEMO TO: City Councilmembers

FROM: Daniel Mahoney, Mayor

DATE: April 16, 2024

SUBJECT: Appointment to Racial Equity Commission

RECOMMENDATION:

Approve the Mayor's recommendation to appoint Ai Yoshida as an ex-officio member the Racial Equity Commission for a term of 3 years, expiring on 12/31/26.

Your consideration and concurrence is appreciated.

DM/lm

Lisa Moutinho

From: noreply@civicplus.com
Sent: Friday, February 2, 2024 12:48 PM
To: Aaron Dimick; Lisa Moutinho
Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Ai
Last Name	Yoshida
Address	8652 NORTH ST
City	Pittsford
State	MI
Zip	49271
Phone Number	5179458925
Email	yoshidaa@michauto.com
Last four digits of Social Security Number	
Occupation	Asian/Pacific Islander Liaison(JC), Japanese Teacher(Battle Creek Japanese School) and Community Relations Specialist(MACI)
Describe your community involvement.	https://www.wkar.org/wkar-news/2022-05-31/city-of-jackson-dedicates-tree-to-asian-american-and-pacific-islander-community Japanese cultural class at YMCA (Julie Weisbrod and Active Living team) Origami class at local libraries https://www.facebook.com/share/p/iRX2rLBn4ZKj3hfj/?mibextid=QwDbR1
Are you a City of Jackson resident? Being a non-resident does not prevent	No

you from serving on a board or commission. However, some boards and commissions have residency requirements.	
If you answered "No" where do you reside?	Pittsford
If you answered "Yes" how long have you been a City resident?	Pittsford
Which board or commission are you interested in? You may choose more than one.	Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	No
Why do you want to serve on your selected board or commission?	I would like Asian/Pacific Islander community members to feel safe and included in this beautiful city through cultural exchange activities. My team could organize outreach activities that promote Asian culture, society and language in local community settings.
Upload additional documents	*Field not completed.*

(Section Break)

Appointment Process

Following the submission of your completed application, it will be reviewed by the

City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.

(Section Break)

City Charter Section 2.15. - Person in Default to the City.
The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.

(Section Break)

Final Submission
Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.

Digital Signature	Ai Yoshida
Date of Submission	2/2/2024

Email not displaying correctly? View it in your browser.

Click here to report this email as spam.

February 21st 2024

Mayor Mahoney & Fellow
Commissioners of the Jackson Housing Commissioners Board

It is my deepest regret to
to inform you all of my resignation
letter of my resident seat on the
committee. Do to unforseen circumstances
I will be relocating out of Jackson.

It was a pleasure serving as
Commissioner and the opportunity was worthwhile.

Kind Regards,

Ms. Nicole P Taylor

Tue 4/2/2024 4:06 PM

Chris Atkin

FW: Resignation

To Lisa Moutinho

Please see Steve Duke's JBRA resignation below.

Regards,

-----Original Message-----
From: Steven Duke [mailto:sbobd@yahoo.com]
Sent: Monday, March 25, 2024 3:14 PM
To: Chris Atkin <catkin@cityofjackson.org>
Subject: Resignation

Hey Chris,

Hope you're doing well. I recently resigned from the DDA and now it's time to resign from the Jackson BRA.

Good luck and thanks for allowing me to serve all these years.

Steve Duke

Sent from my iPhone

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Cascades Cycling Club Ride of Silence

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Recommendation:

Approve a request from the Cascades Cycling Club to host their Ride of Silence on May 15, 2024, on the streets of Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Cascades Cycling Club's Ride of Silence.

I recommend approval of the Cascades Cycling Club's Ride of Silence. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Cascades Cycling Club to host their Ride of Silence on May 15, 2024, on the streets of 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$200.00
Public Works	X		$0.00
		TOTAL	***$200.00***

DESCRIBE THE CONSEQUENCES

Contitions & Considerationsn: None

OWNERSHIP

Insurance Status: Current and on-file with the Downtown Development Authority and the office of the City Attorney

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Cascades Cycling Club to host their Ride of Silence on May 15, 2024, on the streets of Jackson

---

ATTACHMENTS

1. SEA- Ride of Silence

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☑ Insurance documentation for sponsoring organization
- ☑ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name:	Cascades Cycling Club (CCC)		
Address:	P.O. Box 515 Jackson, Mi. 49204	Phone:	(517) 745-9962
Tax ID#:	81-4893536 501(c)3 Tax Exempt	Website:	cascadescycling@gmail.com
Contact Name:	Cindy Acker	Phone: 517-745-9962	Email: rcadventure@gmail.com
Contact Name:	Mike Woizeschke	Phone: 517-795-6350	Email: michloiz@icloud.com
Contact Name During Event:	Cindy Acker	Phone:	(517) 745-9962

Event Information

Event Name: Ride of Silence

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 15, 2024	6:45 pm	7:00 pm	8:30 pm	8:40 pm

Has this event occurred before? ☑Yes, (if yes, how many previous years? 3years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 45

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Bicycle

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☑Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☑Other Location: Attached Route Map & Cue Sheet

☐ Streets:

☐Other Park:

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

See Attached

Street Closure– *Please indicate all street closures on your map.*

Street Name: Cross Streets

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

Street Name: Cross Streets

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

Street Name: Cross Streets

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

Street Name: Cross Streets

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

Street Name: Cross Streets

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

Street Name: Cross Streets

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

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
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 I 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 *Details of all event activities MUST be included.*

☑Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

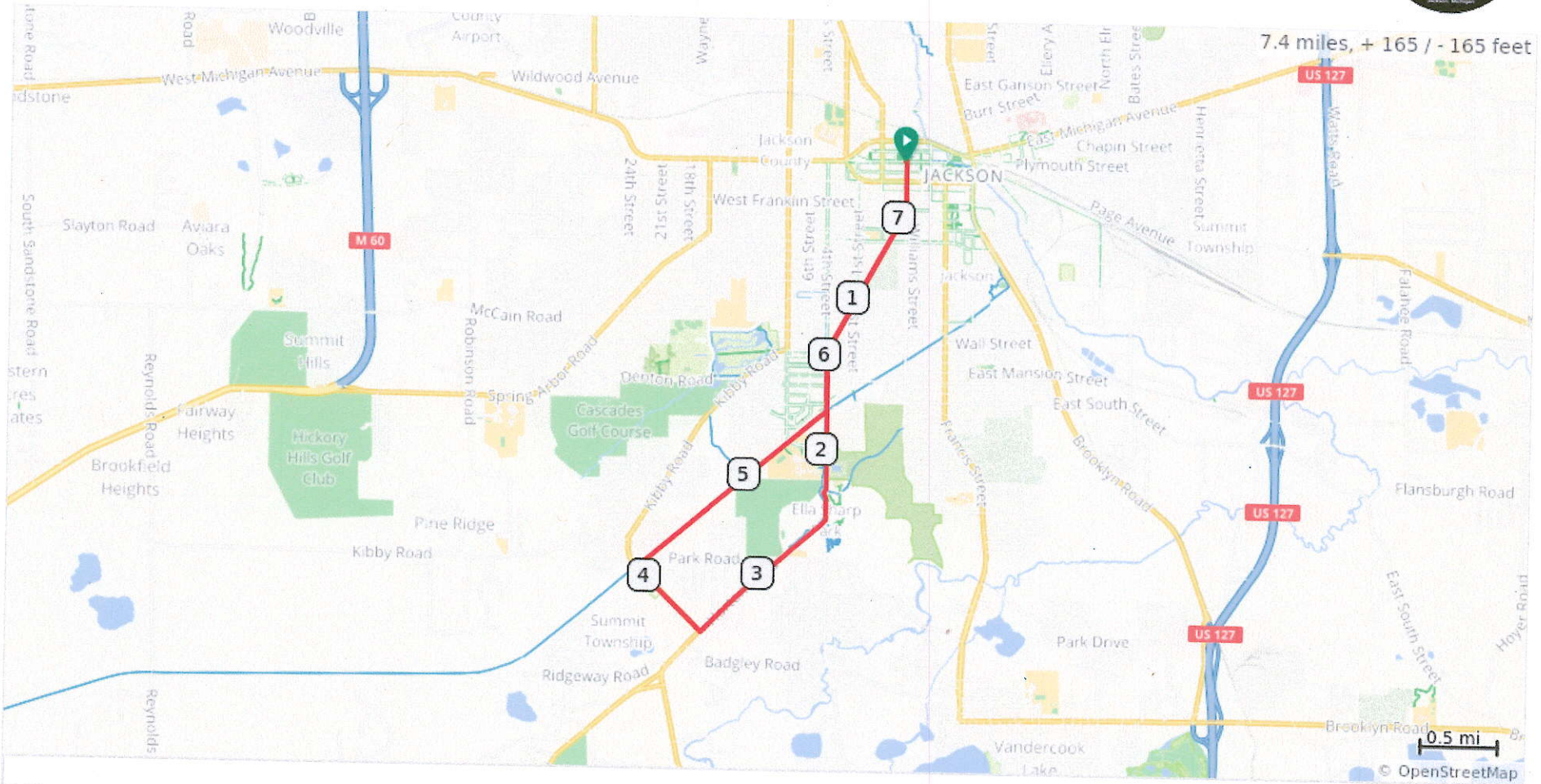
If these details change, a revised map must be provided seven days prior to event.
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

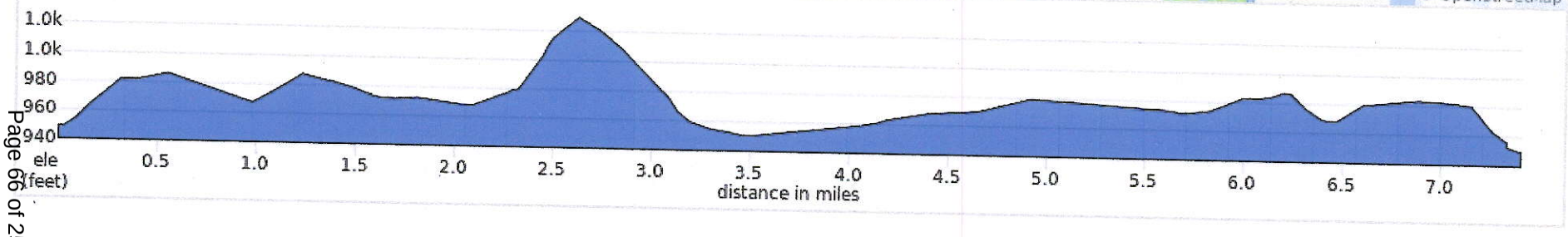
Brief Description:

On May 15, 2024 Cascades Cycling Club will host the annual Ride of Silence.
The Ride of Silence is an international annual event that is a memorial ride in honor of bicyclists who have been killed or injured while riding. The ride not only remembers these individuals but promotes awareness of bicyclists on the road. The Ride of Silence organization stations bicycles, which have been painted white, at each location across the world where a cyclist(s) has been killed by a vehicle.

The ride is always held on the third Wednesday of May, which this year is May 15, 7:00 p.m. Riders are directed to assemble at the Horace Blackman Park downtown Jackson. The ride route loop is approximately 7.5 miles. It is conducted in silence, except where communicating for safety is necessary. Helmets are required. The ride will be conducted at no more than 12 m.p.h. This is a free event.

Ride of Silence - Jackson Michigan





Ride of Silence - Jackson Michigan

Num	Dist	Type	Note	Next
1.	0.0		Start of route	0.0
2.	0.0	→	R onto North Jackson Street	0.3
3.	0.3	→	R onto West Mason Street	0.0
4.	0.4	←	L onto Greenwood Place	0.1
5.	0.4	↱	Slight R onto Greenwood Avenue	1.0
6.	1.4	↰	Slight L onto 4th Street	0.6
7.	2.0	↑	At roundabout, take exit 3 onto 4th Street	0.3
8.	2.3	↱	Keep R onto 4th Street	0.2

2.3 miles. +62/-34 feet

Num	Dist	Type	Note	Next
9.	2.4	↱	Keep R onto Horton Road	1.1
10.	3.5	→	R onto Weatherwax Drive	0.6
11.	4.1	→	R onto Inter-City Trail	0.1
12.	4.2	↑	Continue onto Inter-City Trail	1.5
13.	5.7	←	L onto 4th Street	0.4
14.	6.0	↱	Keep R onto Greenwood Avenue	1.0
15.	7.0	→	R onto West Wilkins Street	0.0
16.	7.0	←	L onto South Jackson Street	0.4
17.	7.4	←	L	0.0

5.1 miles. +68/-123 feet

ACORD

CASCA-3

OP ID: DS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2024

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 Hacker-King-Sherry Agency, Inc 2205 Abbot Road East Lansing, MI 48823 Dwayne E Scheidler 517-337-6000	CONTACT NAME: Dwayne E Scheidler PHONE (A/C, No, Ext): 517-337-6000 FAX (A/C, No): 517-337-0982 E-MAIL ADDRESS:
INSURED Cascade Cycling Club- Jackson c/o Michael Woizeschke PO Box 515 Jackson, MI 49204	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : West Bend Mutual INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		A235195-00	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ per quote
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 200,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ n/a
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Bicycling Club- Additional Insured Liability is afforded to the City of Jackson and the Jackson Downtown Development Authority are included as additional insureds on the general liability for use of city parks as bicycle ride assembly and ride starting locations.

CERTIFICATE HOLDER

JACKS-2

City of Jackson & the Jackson Downtown Development Authority
161 W Michigan Ave.
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dwayne Scheidler

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POLICY NUMBER: A235195-00

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Jackson & Jackson Downtown Development Authority
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaration.

© Insurance Services Office, Inc., 2012

Special Event Application

Certification & 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: 3/6/24

Office Use ONLY
Application Received:
Date: 3/8
Time: 9:23 AM
By: BETH
Application Fee Received:

PAID
#50
CHECK#
1228
CASCADES
CYCLING CLUB

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application:Art, Beer, & Wine Festival

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Recommendation:

Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 8, 2024, in Ella Sharp Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Art, Beer, & Wine Festival.

I recommend approval of the special event application for the Art, Beer, & Wine Festival. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 8, 2024 in Ella Sharp Park.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$400.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Request use for mobile stage on wheels, road closures

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Ella Sharp Museum to host their Art, Beer, & Wine Festival on June 8, 2024 in Ella Sharp Park.

ATTACHMENTS

1. SEA--ABW - Revised

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☐ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Ella Sharp Museum		
Address: 3225 4th Street		Phone: (517) 787 - 2320
Tax ID#: 38 - 1785309	Website: ellasharpmuseum.org	
Contact Name: Kyle Liechty	Phone: 517.740.3762	Email: artbeerandwine@ellasharp.org
Contact Name: Jeremy Frew	Phone: 517.787.2320	Email: JeremyF@ellasharp.org
Contact Name During Event: Kyle Liechty		Phone: (517) 740-3762

Event Information

Event Name: Art, Beer and Wine Festival

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Saturday, June 8, 2024	6/6 | all day	3:00 PM	8:00 PM	6/9 | all day

Has this event occurred before? ☐Yes, (if yes, how many previous years? 19 years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 3,200

Type of Event (*please check all that apply*)

☐Walk/Run ☒Festival ☐March/Parade ☐Other:_____

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Ella Sharp Museum

☒ Streets: South Oakwood Drive - between Parking Lot D and F

☒Other Park: Ella Sharp Park and soccer fields

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

A favorite community tradition, we'll showcase many of Michigan's best wineries, breweries, cider mills and artists. Guests also will enjoy a tasty line-up of food vendors and trucks along with live music throughout the grounds and in our historic Hillside Farm Lane courtyard for a perfect summer day.

This year, we are putting a heightened focus across the arts, to emphasis the artist street fair element, which will stretch the event to all corners of the Museum property and request to extend to Stonewall.

Street Closure– *Please indicate all street closures on your map.*

Street Name: Oakwood Drive Cross Streets In front of event see map markers

Closure Start Date: 6/8/24 Time: 5:00 AM Closure End Date: 6/8/24 Time: 7:00 PM

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☒ **Food/Vendors**: Indicate vendors requirements: Could you provide an updated list of Food Trucks w/ County licensing?
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☒ **Alcohol Sales: (If yes attach liquor license and liquor liability insurance**
Start Time: 2:00 PM End Time: 7:00 PM

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☒Other: 4 sets of bleachers to place near the stages; 8 golf carts | Road closure barricades

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
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 *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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.

Art Beer and Wine Notes on resource request

- Road closure in front of the event on Oakwood instead of Stonewall. **Yes**
- Bleachers : **Yes**
- Asking for the use of golf carts: **No**
- maintenance dump bucket or flatbed cart if available. **No**

Special Event Application

Certification & Signature

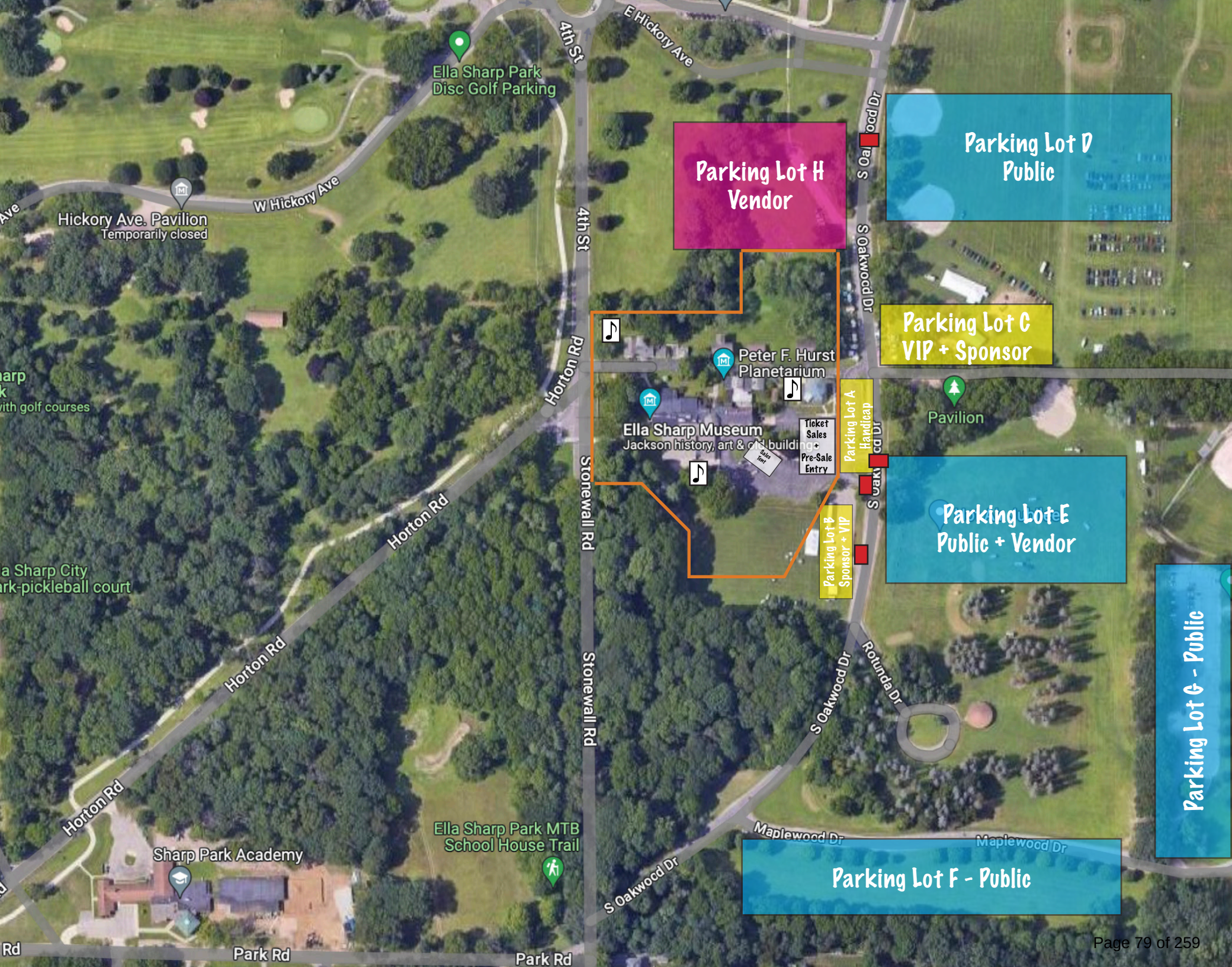
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will 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: Kyle Liechty

Date: November 19, 2023

Office Use ONLY
Application Received: Date: received updated 1/8/2024 Time:
Application Fee Received: By:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval


Parking Lot H
Vendor
Parking Lot D
Public
Parking Lot C
VIP + Sponsor
Parking Lot E
Public + Vendor
Parking Lot F - Public
Parking Lot G - Public
Parking Lot A
Handicap
Parking Lot B
Sponsor + VIP
Ticket
Sales
+
Pre-Sale
Entry
Ella Sharp Park
Disc Golf Parking
Hickory Ave. Pavilion
Temporarily closed
Peter F. Hurst
Planetarium
Ella Sharp Museum
Pavilion
Ella Sharp Park MTB
School House Trail
Sharp Park Academy
E Hickory Ave
W Hickory Ave
4th St
Horton Rd
Stonewall Rd
S Oakwood Dr
Rotunda Dr
Maplewood Dr
Park Rd

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Cascades Labor Day Fireworks

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Recommendation:

Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, August 31, 2024, at the Sparks Foundation County Park.

Attached is a memo and supporting documents from Beth Kuiper regarding the Special Event Application for the Jackson County Parks Department's annual Labor Day Fireworks celebration.

I recommend approval of the special event application for the Jackson County Parks Department's annual Labor Day Fireworks celebration. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, August 31, 2024, at the Sparks Foundation County Park.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$1,405.00
Public Works	X		$1,200.00
		TOTAL	***$2,605.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Street closures, barricades, police & fire assistance, large light towers

OWNERSHIP

Insurance Status: Current and on file with the City Attorney and DDA.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, August 31, 2024, at the Sparks Foundation County Park.

ATTACHMENTS

1. SEA--Labor Day Fireworks

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [X] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [X] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson County Parks		
Address: 928 W. Ganson St. Jackson MI 49201		Phone: (517) 788 4320
Tax ID#: 38-6004845	Website: www.jacksoncountyparks.org	
Contact Name: Emily Thomas	Phone: 517-768-2905	Email: ethomas@mijackson.org
Contact Name: Stacy Curtis	Phone: 517-768-2902	Email: scurtis@mijackson.org
Contact Name During Event: Emily Thomas		Phone: (517) 513-9882

Event Information

Event Name: Cascades Fire Work Show

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Aug. 31, 2024	5:00pm	6:00pm	12am	12am

Rain date: Sept. 1st, 2024

Has this event occurred before? ☒Yes, (if yes, how many previous years? 50+ years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 10,000+

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Firework Show

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Sparks Foundation County Park

☐ Streets: _____

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Fireworks, Live entertainment and food vendors

Street Closure– *Please indicate all street closures on your map.*

Street Name: Brown St. Cross Streets Randolph St.

Closure Start Date: Aug 31 Time: 6pm Closure End Date: Sept 1 Time: 1am

Street Name: Brown St. Cross Streets Denton

Closure Start Date: Aug 31 Time: _____ Closure End Date: Sept 1 Time: 1am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ **Fireworks**: If yes indicate electrical requirements: n/a
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
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 *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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.

Special Event Application

Certification & 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: 01/24/2024

Office Use ONLY
Application Received: Date: Time: By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Wolverine FIREWORKS Display, Inc.
205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122
Visit us at www.wolverinefireworks.com

THREE YEAR DISPLAY CONTRACT

To engage the services of Wolverine Fireworks Display, Inc., as vendor and display operator.

This agreement, between **Jackson County Parks** hereafter called "Sponsor" and Wolverine Fireworks Display, Inc., 205 W. Seidlers Road, Kawkawlin, MI, 48631, hereafter called "Professional" is made as follows.

In consideration of the mutual covenants and promises as set forth in this agreement, Sponsor and Professional agree as follows:

A: Professional agrees to provide Sponsor with the amount, size, and type of fireworks as described in proposal **#1** submitted to Sponsor **12/2021**. Proposal will be adjusted each year in accordance with any changes in price of product and/or services.

B: Professional agrees to provide Sponsor with labor for the **September 3, 2022, September 2, 2023 and August 31, 2024** fireworks displays at **Cascades Park, Jackson, MI**.

C: Professional agrees to provide proof each year of Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$10,000,000** per occurrence. This policy shall include an endorsement stating Sponsor shall be named as Additional Insured. It is understood and agreed by naming the Sponsor as additional insured, coverage afforded is considered to be primary and any other insurance the Sponsor may have in effect shall be considered secondary and/or excess.

D: Sponsor agrees that in case of inclement weather or any other circumstances not caused solely by Professional, Sponsor will be charged fixed costs in the amount of **$1,500.00** per day and not for the unused Fireworks Package if display is cancelled *after* 5:00 p.m. the day before the display whether display *is* or *is not* rescheduled. If display is cancelled *prior* to 5:00 p.m. the day before the display and *is* rescheduled, Sponsor will be charged a minimum administration fee of **$100.00**. Inclement weather dates are as follows: **September 4, 2022, September 3, 2023 and September 1, 2024**.

E: Sponsor agrees to pay Professional a deposit of **$ 1,500.00** **by 90 days before display date of each contract year.**

F:

Fireworks:	$	4,560.00
Insurance:	$	720.00
Labor:	$	720.00
Total Show Cost:	**$**	**6,000.00**
Less Deposit (See "E"):	$	(1,500.00)
Less Discount (Taken from cost of *fireworks*):	$	(319.20)
Plus Sales Tax:	$	-
Total Balance Due:	**$**	**4,180.80**

G: Sponsor agrees to pay balance within 10 days after show date or be subject to one and one-half (1 1/2%) percent, per month, interest, plus all attorney fees and costs incurred by Professional in obtaining a payment on any unpaid balance.

H: Sponsor agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, local and state permits, to arrange for any security bonds as required by law in its community. Sponsor agrees to furnish all necessary police and fire protection for the protection of Sponsor, individuals who work in or around the display, for proper crowd control, auto, parking and proper supervision.

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THREE YEAR DISPLAY CONTRACT CONTINUED

I: Sponsor agrees that Professional may cancel this Contract at any time if in its sole discretion it is unable to obtain satisfactory liability insurance at a cost satisfactory to Professional and, in that event, Sponsor shall remain responsible to Professional for any amounts owed to Professional up to the date of such cancellation.

J: Professional agrees that Sponsor will be exempt from contract with no penalty if display is cancelled before deposit is paid. If display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor less than 30 days prior to display, Sponsor will forfeit 100% of deposit.

K: If Professional, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Professional will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Professional will refund Sponsor any deposit paid and this agreement will be cancelled without penalty to Professional or Sponsor.

Sponsor Kyle Lewis Kyle Lewis (Jan 31, 2022 13:04 EST) Date Jan 31, 2022

Professional Jennifer Campau Date Jan 31, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2024

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
The Partners Group Ltd
1111 Lake Washington Blvd N.
Suite 400
Renton WA 98056

CONTACT NAME: Janet Nau
PHONE (A/C, No, Ext): 425-455-5640 **FAX (A/C, No):** 425-455-6727
E-MAIL ADDRESS: jnau@tpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Arch Specialty Insurance Company	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 14347
Wolverine Fireworks Display, Inc.
205 West Seidlers Road
Kawkawlin MI 48631

COVERAGES **CERTIFICATE NUMBER:** 988267271 **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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y		SI8GL02099241	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SI8CA00274241	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UXP104806302	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Excess Liability - Occurrence			SI8EX01908241	2/1/2024	2/1/2025	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township.
Date of Events: 5/25/24 RD: 5/26/24, 7/3/24 RD: 7/5/24, 8/31/24 RD: 9/24/24
Location of Events: Cascade Park's, Jackson, MI
Primary & Noncontributory applies, per form #CG 2001 0413 Primary and Noncontributory- Other Insurance Condition attached. Cancellation 10 days for Non-Payment, 30 days all other to the first Named insured per #EIL 00503 0702 Policy Conditions attached.

CERTIFICATE HOLDER

Jackson County Parks Department
1992 Warren Avenue
Jackson MI 49203

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. __ Information only.
5. X The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **CITY OF JACKSON DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL EVENT APPLICATIONS DATED JANUARY 24, 2024 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 25, 2024 WITH RAIN DAY OF MAY 26, 2024; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2024 WITH RAIN DAY OF JULY 5, 2024 AND LABOR DAY FIREWORKS ON AUGUST 31, 2024 WITH RAIN DAY OF SEPTEMBER 1, 2024.**
6. __ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
CITY OF JACKSON
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE
JACKSON, MI 49201

Member:
COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201

Certificate Expiration Date: January 1, 2025
Date Issued: February 19, 2024

Member Number: # M0001173
Effective Date of Membership: January 1, 1998

Distribution:
Michael R. Overton, County of Jackson
MMRMA Underwriting

Authorized Representative

27750 Stansbury Blvd., Suite 100
Farmington Hills,MI 48334
www.ibexins.com
877.888.IBEX (4239)
P 248.538.0470
IBEX INSURANCE SERVICES

SECTION 4
DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. ACTUAL CASH VALUE
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. ALLOCATED LOSS ADJUSTMENT EXPENSES
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. BODILY INJURY
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

b) indemnify any independent contractor or employee of any independent contractor;

c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. DAMAGES
means any or all of the following:

a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

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Cascade Falls Jackson, Michigan
August 31, 2024
$6,000.00 Proposal
Includes Insurance & Labor

Open

60	3”	Tiger Tail Salutes Red White & Blue

Main Show

36	3”	Flower Basket Salutes W/Tails
36	3”	Shenma Assorted Color Shells

Total
72

36	4”	Flower King Assorted Shells
36	4"	Dragon Head Assorted Shells

Total
72

18	5”	Nishi Pyro Assorted Shells

Total
18

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Cascade Falls Jackson, Michigan
August 31, 2024
$6,000.00 Proposal
Includes Insurance & Labor

9	6”	Lidu Assorted *Pattern* Shells

Consisting of: Smiling face, spiral shell, red double heart, silver bowtie w/red ring, money ($) pattern, square, butterflies, five rings (variegated colors), yellow star pattern.

Total
9

Grand Finale

60	2.5"	Color and Report Shells Chained 12/1
60	3”	Titanium Salutes Chained 12/1
72	3”	Color and Report Shells Chained 12/1

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Cascades 4th of July Fireworks

---

Recommendation:

Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Wednesday, July 3, 2024, at the Sparks Foundation County Park.

Attached is a memo and supporting documents from Beth Kuiper regarding the Special Event Application for the Jackson County Parks Department annual 4th of July Fireworks celebration.

I recommend approval of the special event application for the Jackson County Parks Department annual 4th of July Fireworks celebration. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Wednesday, July 3, 2024 at the Sparks Foundation County Park.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$2,395.00
Public Works	X		$1,200.00
		TOTAL	***$3,595.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations:Street closures, barricades, police & fire assistance, large light towers

OWNERSHIP

Insurance Status: Current and on file with the City Attorney and DDA

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Parks Department to conduct their annual 4th of July Fireworks celebration on Wednesday, July 3, 2024 at the Sparks Foundation County Park.

ATTACHMENTS

1. SEA--4th of July Fireworks

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [X] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [X] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson County Parks		
Address: 128 W. Ganson St. Jackson MI 49201		Phone: (517) 788 4320
Tax ID#: 38-6004845	Website: www.jacksoncountyparks.org	
Contact Name: Emily Thomas	Phone: 517-768-2905	Email: ethomas@mijackson.org
Contact Name: Stacy Curtis	Phone: 517-768-2902	Email: scurtis@mijackson.org
Contact Name During Event: Emily Thomas		Phone: (517) 513-9882

Event Information

Event Name: Cascades Fire Work Show

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
July 3rd 2024	5:00pm	6:00pm	12am	12am

Rain date: July 5, 2024

Has this event occurred before? ☒Yes, (if yes, how many previous years? 50+ years ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 10,000+

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☒Other: firework show

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Sparks Foundation County park

☐ Streets: _____

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Fireworks, Live entertainment and food vendors

Street Closure– *Please indicate all street closures on your map.*

Street Name: Brown St. Cross Streets Randolph St.

Closure Start Date: July 3 Time: 6 pm Closure End Date: July 4 Time: 1 am

Street Name: Brown St. Cross Streets Denton

Closure Start Date: July 3 Time: 6 pm Closure End Date: July 4 Time: 1 am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ **Fireworks:** If yes indicate electrical requirements: n/a
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
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 *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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.

Special Event Application

Certification & 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: 01/24/2024

Office Use ONLY
Application Received:
Date:
Time:
By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event ***NO EXCEPTIONS***
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411
Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Wolverine FIREWORKS Display, Inc.
205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122
Visit us at www.wolverinefireworks.com

THREE YEAR DISPLAY CONTRACT

To engage the services of Wolverine Fireworks Display, Inc., as vendor and display operator.

This agreement, between **Jackson County Parks** hereafter called "Sponsor" and Wolverine Fireworks Display, Inc., 205 W. Seidlers Road, Kawkawlin, MI, 48631, hereafter called "Professional" is made as follows.

In consideration of the mutual covenants and promises as set forth in this agreement, Sponsor and Professional agree as follows:

A: Professional agrees to provide Sponsor with the amount, size, and type of fireworks as described in proposal **#1** submitted to Sponsor **12/2021**. Proposal will be adjusted each year in accordance with any changes in price of product and/or services.

B: Professional agrees to provide Sponsor with labor for the **July 3, 2022, July 3, 2023 and July 3, 2024** fireworks displays at **Cascades Park, Jackson, MI**.

C: Professional agrees to provide proof each year of Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$10,000,000** per occurrence. This policy shall include an endorsement stating Sponsor shall be named as Additional Insured. It is understood and agreed by naming the Sponsor as additional insured, coverage afforded is considered to be primary and any other insurance the Sponsor may have in effect shall be considered secondary and/or excess.

D: Sponsor agrees that in case of inclement weather or any other circumstances not caused solely by Professional, Sponsor will be charged fixed costs in the amount of **$2,875.00** per day and not for the unused Fireworks Package if display is cancelled *after* 5:00 p.m. the day before the display whether display *is* or *is not* rescheduled. If display is cancelled *prior* to 5:00 p.m. the day before the display and *is* rescheduled, Sponsor will be charged a minimum administration fee of **$100.00**. Inclement weather dates are as follows: **July 5, 2022, July 5, 2023 and July 5, 2024**.

E: Sponsor agrees to pay Professional a deposit of **$ 2,875.00** **by 90 days before display date of each contract year.**

F:

Fireworks:	$	8,740.00
Insurance:	$	1,380.00
Labor:	$	1,380.00
Total Show Cost:	**$**	**11,500.00**
Less Deposit (See "E"):	$	(2,875.00)
Less Discount (Taken from cost of *fireworks*):	$	(611.80)
Plus Sales Tax:	$	-
Total Balance Due:	**$**	**8,013.20**

G: Sponsor agrees to pay balance within 10 days after show date or be subject to one and one-half (1 1/2%) percent, per month, interest, plus all attorney fees and costs incurred by Professional in obtaining a payment on any unpaid balance.

H: Sponsor agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, local and state permits, to arrange for any security bonds as required by law in its community. Sponsor agrees to furnish all necessary police and fire protection for the protection of Sponsor, individuals who work in or around the display, for proper crowd control, auto, parking and proper supervision.

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THREE YEAR DISPLAY CONTRACT CONTINUED

I: Sponsor agrees that Professional may cancel this Contract at any time if in its sole discretion it is unable to obtain satisfactory liability insurance at a cost satisfactory to Professional and, in that event, Sponsor shall remain responsible to Professional for any amounts owed to Professional up to the date of such cancellation.

J: Professional agrees that Sponsor will be exempt from contract with no penalty if display is cancelled before deposit is paid. If display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor less than 30 days prior to display, Sponsor will forfeit 100% of deposit.

K: If Professional, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Professional will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Professional will refund Sponsor any deposit paid and this agreement will be cancelled without penalty to Professional or Sponsor.

Sponsor Kyle Lewis Kyle Lewis (Jan 31, 2022 13:01 EST) Date Jan 31, 2022

Professional Jennifer Campau Date Jan 31, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2024

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
The Partners Group Ltd
1111 Lake Washington Blvd N.
Suite 400
Renton WA 98056

CONTACT NAME: Janet Nau
PHONE (A/C, No, Ext): 425-455-5640 **FAX (A/C, No):** 425-455-6727
E-MAIL ADDRESS: jnau@tpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Arch Specialty Insurance Company	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 14347
Wolverine Fireworks Display, Inc.
205 West Seidlers Road
Kawkawlin MI 48631

COVERAGES **CERTIFICATE NUMBER:** 988267271 **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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y		SI8GL02099241	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			SI8CA00274241	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			UXP104806302	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Excess Liability - Occurrence			SI8EX01908241	2/1/2024	2/1/2025	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township.
Date of Events: 5/25/24 RD: 5/26/24, 7/3/24 RD: 7/5/24, 8/31/24 RD: 9/24/24
Location of Events: Cascade Park's, Jackson, MI
Primary & Noncontributory applies, per form #CG 2001 0413 Primary and Noncontributory- Other Insurance Condition attached. Cancellation 10 days for Non-Payment, 30 days all other to the first Named insured per #EIL 00503 0702 Policy Conditions attached.

CERTIFICATE HOLDER

Jackson County Parks Department
1992 Warren Avenue
Jackson MI 49203

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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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. __ Information only.
5. X The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **CITY OF JACKSON DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL EVENT APPLICATIONS DATED JANUARY 24, 2024 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 25, 2024 WITH RAIN DAY OF MAY 26, 2024; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2024 WITH RAIN DAY OF JULY 5, 2024 AND LABOR DAY FIREWORKS ON AUGUST 31, 2024 WITH RAIN DAY OF SEPTEMBER 1, 2024.**
6. __ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
CITY OF JACKSON
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE
JACKSON, MI 49201

Member:
COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201

Certificate Expiration Date: January 1, 2025
Date Issued: February 19, 2024

Member Number: # M0001173
Effective Date of Membership: January 1, 1998

Distribution:
Michael R. Overton, County of Jackson
MMRMA Underwriting

Authorized Representative

27750 Stansbury Blvd., Suite 100
Farmington Hills,MI 48334
www.ibexins.com
877.888.IBEX (4239)
P 248.538.0470

IBEX INSURANCE SERVICES

SECTION 4
DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. ACTUAL CASH VALUE
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. ALLOCATED LOSS ADJUSTMENT EXPENSES
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. BODILY INJURY
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

b) indemnify any independent contractor or employee of any independent contractor;

c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. DAMAGES
means any or all of the following:

a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

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Cascade Falls Jackson, Michigan
July 3, 2024
$11,500.00 Proposal
Includes Insurance & Labor

Open

36	3"	Tiger Tail Salutes Red White & Blue
30	4"	Assorted Color Finales

Main Show

36	3"	Flower Basket Salutes W/Tails
72	3"	Gold Pyro Assorted Shells
72	3"	Dragon Head Assorted Shells

Total
180

36	4"	Dragon Head Assorted Shells
36	4"	Flower King Assorted Shells
36	4"	Gold Pyro Assorted Shells

Total
108

Mid Show

2	100 Shot	Mixed Stars w/Whistling Crackling
18	5"	Sunny Assorted Shells
18	5"	Pyro Eagle Assorted Shells
18	5"	Lidu Assorted Pattern Shells Consisting of: Double crossette ring, three cross rings, saturn ring, spiral ring, smile face, square, brocade crown ring cover, blue ring, rainbow, single heart

Total
54

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Cascade Falls Jackson, Michigan
July 3, 2024
$11,500.00 Proposal
Includes Insurance & Labor

18	6”	Lidu Assorted *Pattern* Shells Consisting of: Smiling face, spiral shell, red double heart, silver bowtie w/red ring, money ($) pattern, square, butterflies, five rings (variegated colors), yellow star pattern.
9	6”	Dragon Head Assorted Shells
Total 27		
6	8”	Sunny Assorted Shells
Total 6		

Grand Finale

120	2.5"	Titanium Salutes Chained 10/1
84	2.5"	Color and Report Shells Chained 12/1
60	3”	Assorted Color And Salutes Finales 12/1
72	3”	Tiger Tail Salutes 12/1
60	4”	Assorted Color And Salutes Finales 6/1
2	8”	Lidu 3 Time Brocade Crossett’s

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Cascades Memorial Day Fireworks

---

Recommendation:

> Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 25, 2024, at the Sparks Foundation County Park.

Attached is a memo and supporting documents from Beth Kuiper regarding the Special Event Application for the Jackson County Parks Department annual Memorial Day Fireworks celebration.

I recommend approval of the special event application for the Jackson County Parks Department annual Memorial Day Fireworks celebration. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 25, 2024, at the Sparks Foundation County Park.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$1,485.00
Public Works	X		$1,200.00
	TOTAL		***$2,685.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: street closures, barricades, police & fire assistance, large light towers

OWNERSHIP

Insurance Status: Current and on file with the City Attorney and DDA.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 25, 2024, at the Sparks Foundation County Park.

ATTACHMENTS

1. SEA--Memorial Day Fireworks

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [X] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [X] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson County Parks		
Address: 128 W. Ganson St. Jackson MI 49201		Phone: (517) 788 4320
Tax ID#: 38-6004845	Website: www.JacksonCountyParks.org	
Contact Name: Emily Thomas	Phone: 517-768-2905	Email: ethomas@mijackson.org
Contact Name: Stacy Curtis	Phone: 517-768-2902	Email: scurtis@mijackson.org
Contact Name During Event: Emily Thomas		Phone: (517) 513-9882

Event Information

Event Name: Cascades Fire Work Show

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 25, 2024	5:00 pm	6:00 pm	12:00 am	12:00 am

Rain date: May 26, 2024

Has this event occurred before? ☒Yes, (if yes, how many previous years? 50+ years ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 10,000+

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☒Other: Firework Show

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Sparks Foundation County Park

☐ Streets: _____

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Fireworks, Live entertainment and food vendors

Street Closure– *Please indicate all street closures on your map.*

Street Name: Brown St. Cross Streets Randolph St.

Closure Start Date: May 25 Time: 6pm Closure End Date: May 26 Time: 1am

Street Name: Brown St. Cross Streets Denton

Closure Start Date: May 25 Time: 6pm Closure End Date: May 26 Time: 1 am

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ **Fireworks:** If yes indicate electrical requirements: n/a
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Insurance

Please request the following documentation from your insurance carrier.

Insurance Type	Requirements
Certificate of Liability Insurance *(MUST also be provided by all vendors)*	• Showing a liability coverage of at least $1,000,000 • Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured
Liquor Liability Insurance *(if needed)*	• Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured
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 *Details of all event activities MUST be included.*

☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets

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.

Special Event Application

Certification & 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: 01/24/2024

Office Use ONLY
Application Received:
Date:
Time:
By:
Application Fee Received:

Application Requirements
Application MUST be submitted 60 days PRIOR to event *****NO EXCEPTIONS*****
Application MUST be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5th Floor Jackson Michigan, MI 49201 or aecon@cityofjackson.org (517) 768-6411

Prohibited Items *Additional fees may apply if policies are not followed*
No ground stakes No confetti or glitter No use of outlets without prior approval

Wolverine FIREWORKS Display, Inc.
205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122
Visit us at www.wolverinefireworks.com

THREE YEAR DISPLAY CONTRACT

To engage the services of Wolverine Fireworks Display, Inc., as vendor and display operator.

This agreement, between **Jackson County Parks** hereafter called "Sponsor" and Wolverine Fireworks Display, Inc., 205 W. Seidlers Road, Kawkawlin, MI, 48631, hereafter called "Professional" is made as follows.

In consideration of the mutual covenants and promises as set forth in this agreement, Sponsor and Professional agree as follows:

A: Professional agrees to provide Sponsor with the amount, size, and type of fireworks as described in proposal **#1** submitted to Sponsor **12/2021**. Proposal will be adjusted each year in accordance with any changes in price of product and/or services.

B: Professional agrees to provide Sponsor with labor for the **May 28, 2022, May 27, 2023 and May 25, 2024** fireworks displays at **Cascades Park, Jackson, MI**.

C: Professional agrees to provide proof each year of Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$10,000,000** per occurrence. This policy shall include an endorsement stating Sponsor shall be named as Additional Insured. It is understood and agreed by naming the Sponsor as additional insured, coverage afforded is considered to be primary and any other insurance the Sponsor may have in effect shall be considered secondary and/or excess.

D: Sponsor agrees that in case of inclement weather or any other circumstances not caused solely by Professional, Sponsor will be charged fixed costs in the amount of **$1,500.00** per day and not for the unused Fireworks Package if display is cancelled *after* 5:00 p.m. the day before the display whether display *is* or *is not* rescheduled. If display is cancelled *prior* to 5:00 p.m. the day before the display and *is* rescheduled, Sponsor will be charged a minimum administration fee of **$100.00**. Inclement weather dates are as follows: **May 29, 2022, May 28, 2023 and May 26, 2024**.

E: Sponsor agrees to pay Professional a deposit of **$ 1,500.00** **by 90 days before display date of each contract year.**

F:

Fireworks:	$	4,560.00
Insurance:	$	720.00
Labor:	$	720.00
Total Show Cost:	**$**	**6,000.00**
Less Deposit (See "E"):	$	(1,500.00)
Less Discount (Taken from cost of *fireworks*):	$	(319.20)
Plus Sales Tax:	$	-
Total Balance Due:	**$**	**4,180.80**

G: Sponsor agrees to pay balance within 10 days after show date or be subject to one and one-half (1 1/2%) percent, per month, interest, plus all attorney fees and costs incurred by Professional in obtaining a payment on any unpaid balance.

H: Sponsor agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, local and state permits, to arrange for any security bonds as required by law in its community. Sponsor agrees to furnish all necessary police and fire protection for the protection of Sponsor, individuals who work in or around the display, for proper crowd control, auto, parking and proper supervision.

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THREE YEAR DISPLAY CONTRACT CONTINUED

I: Sponsor agrees that Professional may cancel this Contract at any time if in its sole discretion it is unable to obtain satisfactory liability insurance at a cost satisfactory to Professional and, in that event, Sponsor shall remain responsible to Professional for any amounts owed to Professional up to the date of such cancellation.

J: Professional agrees that Sponsor will be exempt from contract with no penalty if display is cancelled before deposit is paid. If display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor less than 30 days prior to display, Sponsor will forfeit 100% of deposit.

K: If Professional, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Professional will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Professional will refund Sponsor any deposit paid and this agreement will be cancelled without penalty to Professional or Sponsor.

Sponsor Kyle Lewis Kyle Lewis (Jan 31, 2022 13:04 EST) Date Jan 31, 2022

Professional Jennifer Campau Date Jan 31, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2024

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
The Partners Group Ltd
1111 Lake Washington Blvd N.
Suite 400
Renton WA 98056

CONTACT NAME: Janet Nau
PHONE (A/C, No, Ext): 425-455-5640 **FAX (A/C, No):** 425-455-6727
E-MAIL ADDRESS: jnau@tpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Arch Specialty Insurance Company	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 14347
Wolverine Fireworks Display, Inc.
205 West Seidlers Road
Kawkawlin MI 48631

COVERAGES **CERTIFICATE NUMBER:** 988267271 **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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y		SI8GL02099241	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			SI8CA00274241	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			UXP104806302	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Excess Liability - Occurrence			SI8EX01908241	2/1/2024	2/1/2025	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Jackson County Parks Department, MyFive, Inc., Jackson DDA, Little Ceasars Enterprise, Sponsor Margaret Myers, City of Jackson, County of Jackson and Summit Township.
Date of Events: 5/25/24 RD: 5/26/24, 7/3/24 RD: 7/5/24, 8/31/24 RD: 9/24/24
Location of Events: Cascade Park's, Jackson, MI
Primary & Noncontributory applies, per form #CG 2001 0413 Primary and Noncontributory- Other Insurance Condition attached. Cancellation 10 days for Non-Payment, 30 days all other to the first Named insured per #EIL 00503 0702 Policy Conditions attached.

CERTIFICATE HOLDER
Jackson County Parks Department
1992 Warren Avenue
Jackson MI 49203

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
Scott Hamilton

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. __ Information only.
5. X The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **CITY OF JACKSON DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL EVENT APPLICATIONS DATED JANUARY 24, 2024 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 25, 2024 WITH RAIN DAY OF MAY 26, 2024; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2024 WITH RAIN DAY OF JULY 5, 2024 AND LABOR DAY FIREWORKS ON AUGUST 31, 2024 WITH RAIN DAY OF SEPTEMBER 1, 2024.**
6. __ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
CITY OF JACKSON
DOWNTOWN DEVELOPMENT AUTHORITY
161 W. MICHIGAN AVENUE
JACKSON, MI 49201

Member:
COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201

Certificate Expiration Date: January 1, 2025
Date Issued: February 19, 2024

Member Number: # M0001173
Effective Date of Membership: January 1, 1998

Distribution:
Michael R. Overton, County of Jackson
MMRMA Underwriting

Authorized Representative

27750 Stansbury Blvd., Suite 100
Farmington Hills,MI 48334
www.ibexins.com
877.888.IBEX (4239)
P 248.538.0470
IBEX INSURANCE SERVICES

SECTION 4
DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. ACTUAL CASH VALUE
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. ALLOCATED LOSS ADJUSTMENT EXPENSES
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. BODILY INJURY
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

b) indemnify any independent contractor or employee of any independent contractor;

c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. DAMAGES
means any or all of the following:

a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

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Cascade Falls Jackson, Michigan
May 25, 2024
$6,000.00 Proposal
Includes Insurance & Labor

Open

60	3”	Assorted Color Chains 10/1

Main Show

36	3”	Flower Basket Salutes W/Tails
36	3”	Shenma Assorted Shells
Total 72		
36	4”	Flower King Assorted Shells
36	4"	Dragon Head Assorted Shells
Total 72		
18	5”	Nishi Pyro Assorted Shells
Total 18		

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Cascade Falls Jackson, Michigan
May 25, 2024
$6,000.00 Proposal
Includes Insurance & Labor

9	6”	Lidu Assorted *Pattern* Shells Consisting of: Smiling face, spiral shell, red double heart, silver bowtie w/red ring, money ($) pattern, square, butterflies, five rings (variegated colors), yellow star pattern.

Total
9

Grand Finale

60	2.5"	Color and Report Shells Chained 12/1
60	3”	Titanium Salutes Chained 12/1
72	3”	Color and Report Shells Chained 12/1

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: National Day of Prayer

Recommendation:

Approve a request from Together We Can Make a Difference to host their National Day of Prayer on May 2, 2024, at TRUE City Square in Horace Blackman Park.

Attached are memos from Beth Kuiper regarding the Special Event Application for the National Day of Prayer.

I recommend approval of the special event application for the National Day of Prayer. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from Together We Can Make a Difference to host their National Day of Prayer on May 2, 2024, at TRUE City Square in Horace Blackman Park.

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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$0.00
		TOTAL	***$0.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Electrical use

OWNERSHIP

Insurance Status: Current and on file with the City Attorney and DDA

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Together We Can Make a Difference to host their National Day of Prayer on May 2, 2024, at TRUE City Square in Horace Blackman Park.

ATTACHMENTS

1. SEA--National Day of Prayer

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☑ $75 Application Fee
- ☑ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☑ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. 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.

Applicant Information

Sponsoring Organization Legal Name: Together We Can Make a Difference		
Address: 224 W. Wilkins, Jackson, MI 49203	Phone: (517) 740-8444	
Tax ID#: 42-1695480	Website: Togetherdifference.org	
Contact Name: Wendy Wight	Phone: (517) 740-8444	Email: differencemakers16@gmail.com
Contact Name:	Phone:	Email:
Contact Name During Event: Wendy Wight	Phone: (517) 740-8444	

Event Information

Event Name: National Day of Prayer

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 2, 2024	10AM	NOON	1PM	2PM

Has this event occurred before? ☒ Yes, (if yes, how many previous years? more then 20 ☐ No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 50 to 300

Type of Event (*please check all that apply*)

☐ Walk/Run ☐ Festival ☐ March/Parade ☒ Other: Prayer event

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐ Horace Blackman Park

☐ Bucky Harris Park

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

☐ GrandRiver Farmers Market Pavilion

☒ TRUE City Square (Stage)

☐ MLK Equality Trail

☐ Other Location: _____

☐ Streets: _____

☐ Other Park: _____

Brief Description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Inviteing City leaders and Pastors to come together to pray over our city

Street Closure– *Please indicate all street closures on your map.*

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☑ **Electrical Power:** Indicate electrical requirements: plug for sound system
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐ Other: _____

Additional Event Information

Garbage Plan: Brief description on garbage management for events with 100+ attendees.

N-A

Bathroom Plan: Brief description on bathroom(s) based on event size, duration, and services offered.

N-A

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
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 I 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 *Details of all event activities MUST be included.*		
☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☑Electrical Wires & Outlets

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.

***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

Certification & 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: Wendy Wright

Date: 3/21/24

Office Use ONLY	
Application Received:	
Date:	A.E
Time:	3/21/
By:	
Application Fee Received:	Yes

Application Requirements

Application MUST be submitted 60 days PRIOR to event

*****NO EXCEPTIONS*****

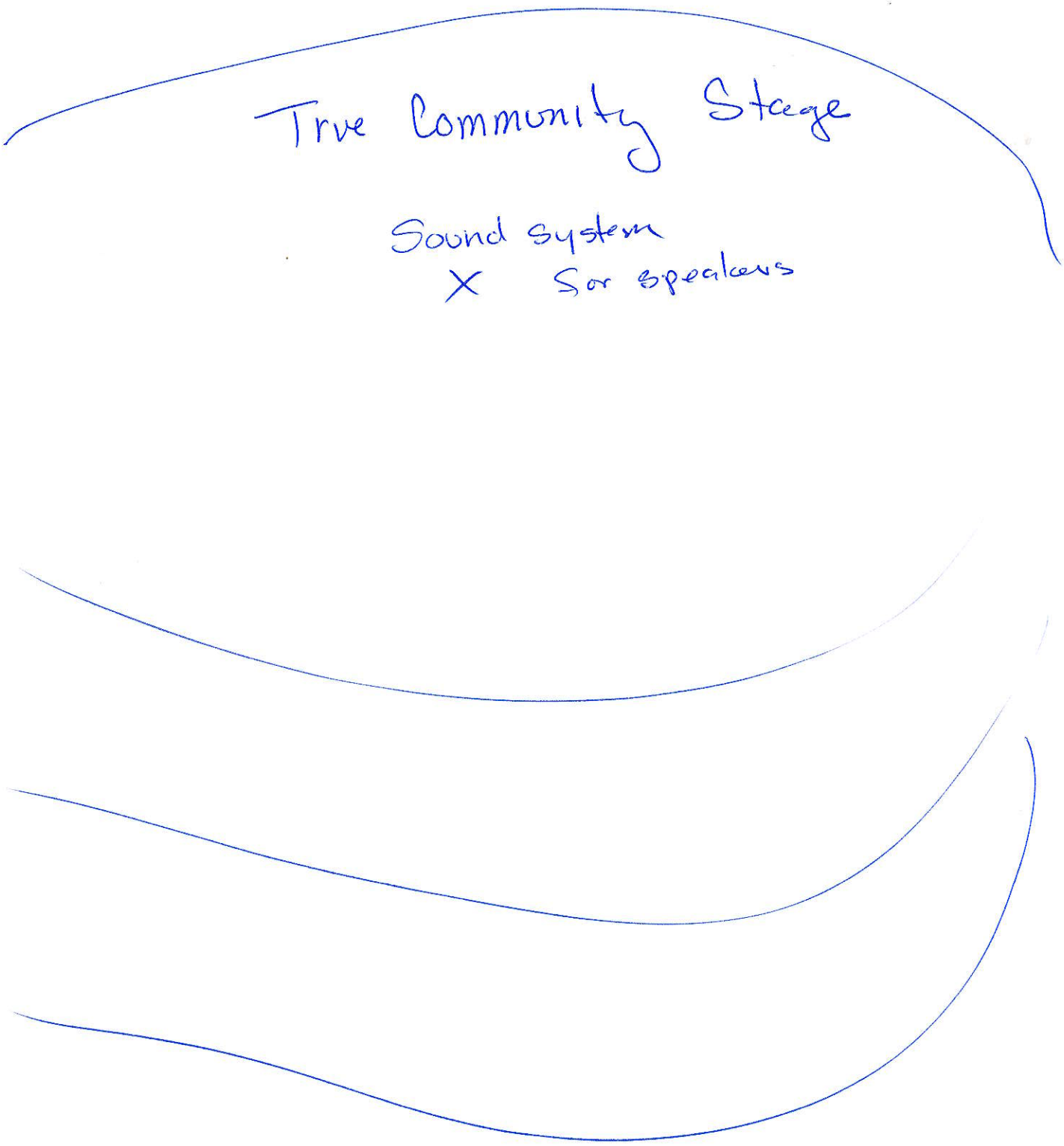
Application MUST be submitted along with all required attachments to:
City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or
aecon@cityofjackson.org
(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

Map of Prayer Event



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2024

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 Barker Weber Insurance Agency, Inc. 2501 Spring Arbor Rd. Jackson, MI 49203	**CONTACT NAME:** Eric Jenks		
	PHONE (A/C, No, Ext): 517-783-2608	**FAX (A/C, No):** 517-783-4674	
	E-MAIL ADDRESS: Eric@barkerweber.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Auto Owners Insurance Co		18988
INSURED Together We Can Make 224 W Wilkins Jackson, MI 49203	**INSURER B :** Brotherhood Mutual		BHM
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✔ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✔ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		06119126	01/20/2024	01/20/2025	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,00
							PERSONAL & ADV INJURY	$	10,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✔ SCHEDULED AUTOS ✔ HIRED AUTOS ONLY ✔ NON-OWNED AUTOS ONLY ☐			21AEA0509088	06/25/2023	06/25/2024	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 Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

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

The City of Jackson, The Downtown Development Authority, and The County of Jackson, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, are named as Additional Insured. Insurance afforded is considered primary and other insurance the County of Jackson may have in effect shall be secondary and/or excess. 30 Day notice of cancellation (10 day for non-pay) will be provided to certificate holder.
re: National Day of Prayer event at the True Community Park

CERTIFICATE HOLDER

Fax #: (877) 509-5874

City of Jackson & Downtown Development Authority
161 W. Michigan Ave.
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William E Bodien

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Jackson County Rose Parade

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Recommendation:

> Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 2, 2024, in Bucky Harris Park and on the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson County Rose Parade.

I recommend approval of the Jackson County Rose Parade. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 2, 2024, in Bucky Harris Park and on the streets of 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$275.00
Public Works	X		$2,400.00
		TOTAL	***$2,675.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road Closures, electricity, no parking barricades, police assistance

OWNERSHIP

Insurance Status: Current and on-file with the City Attorney and Downtown Development Authority

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Rose Festival to host the Jackson County Rose Parade on June 2, 2024, in Bucky Harris Park and on the streets of downtown Jackson.

ATTACHMENTS

1. SEA--Rose Parade

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6410 or cmays@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- [x] $50 Application Fee
- [x] $25 Late/Rush Fee
- [ ] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft^2 and does not block any intersections, driveways, or right-of-ways.

Applicant Information

Sponsoring Organization Legal Name: Jackson County Rose Festival		
Address: 218 Westlawn Parma MI 49269		Phone: (517) 474-0093
Tax ID#: 23-7239457	Website: Jacksonrosefestival.org	
Contact Name: Jim Francis	Phone: 517-474-0093	Email: Jamesfrancis3666@yahoo.com
Contact Name:	Phone:	Email:
Contact Name During Event: Jim Francis		Phone: (517) 474-0093

Event Information

Event Name:

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Sunday June 2, 2024	9:30am	1:00pm	3:00pm	3:00pm

Has this event occurred before? ☒Yes, (if yes, how many previous years? too many to Remember ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 2,500

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☒March/Parade ☐Other: _____

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☒Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐CP Federal City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ Streets: Cortland Ave, Michigan Ave, 1st Ave, Blackstone, S. Jackson, Mechanic Francis street

☐Other Park: _____

Brief description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

the Rose Parade is a Community event to mark the begining of the Sumer, held every year on the first Sunday of June.

**FRANKLIN STREET NOT FRANCIS

Street Closure– *Please indicate all street closures on your map.*

Street Name: Michigan Ave Cross Streets 1st street to Francis street
Closure Start Date: 6/2/24 Time: 10:00am Closure End Date: 6/2/24 Time: 3:00pm

Street Name: cortland Ave Cross Streets 1st street to Francis street
Closure Start Date: 6/2/24 Time: 10:00am Closure End Date: 6/2/24 Time: 3:00pm

Street Name: 1st street Cross Streets washington to michigan Ave
Closure Start Date: 6/2/24 Time: 10:00am Closure End Date: 6/2/24 Time: 3:00pm

Street Name: Blackstone Cross Streets washington to Pearl street
Closure Start Date: 6/2/24 Time: 10:00am Closure End Date: 6/2/24 Time: 3:00pm

Street Name: Jackson street Cross Streets washington to pearl street
Closure Start Date: 6/2/24 Time: 10:00am Closure End Date: 6/2/24 Time: 3:00pm

Street Name: Mechanic street Cross Streets Washington to pearl
Closure Start Date: 6/2/24 Time: 10:00am Closure End Date: 6/2/24 Time: 3:00pm

Francis street washington to michigan Ave
6/2/24 10:00am 6/2/24 3:00pm

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐ Other: Roads Blocked

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
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 I 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.*

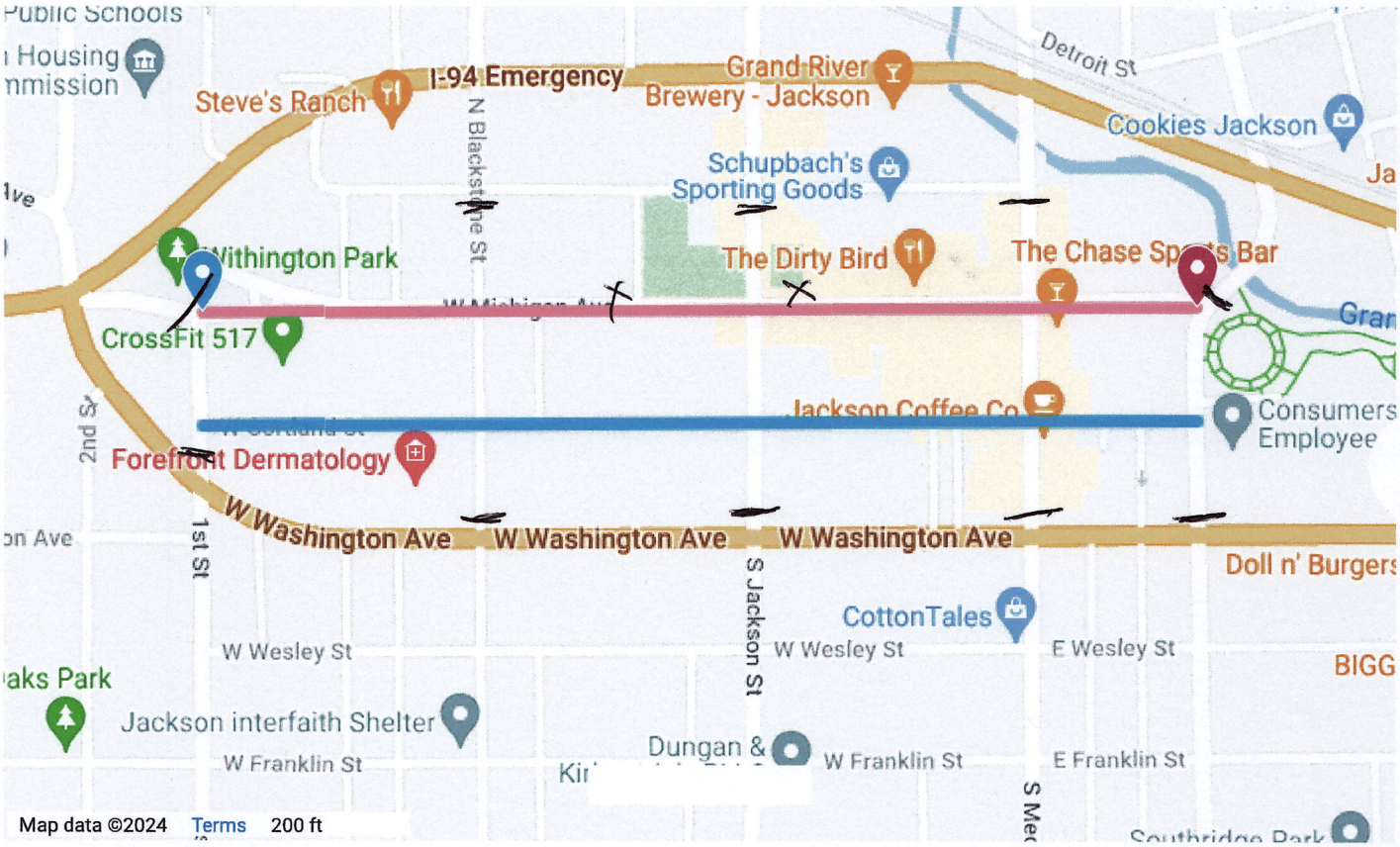
Event Map *Details of all event activities MUST be included.*

☒ Route Plan	☐ Emergency Vehicle Access	☐ Restroom Locations
☐ Vendor Locations	☐ Dispersal Locations	☐ Tables
☐ Tent Locations	☐ Trash Receptacles	☐ Requested Reserved Parking
☐ Assembly Locations	☐ Requested Street Closures	☐ Electrical Wires & Outlets

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.

2022 Jackson Rose Parade

This map was made with Google My Maps. Create your own.



X = Port o potties

— = Blockades

Special Event Application

Certification & 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: 3/8/24

Office Use ONLY	
Application Received:	
Date:	A.E. 3.8.24
Time:	
By:	
Application Fee Received:	

Application Requirements

Application MUST be submitted 60 days PRIOR to event
*****NO EXCEPTIONS*****

Application MUST be submitted along with all required attachments to:
City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or cmays@cityofjackson.org
(517) 768-6410

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2024

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	CONTACT NAME: Pamela Bacon	
Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	PHONE (A/C, No, Ext): (517)787-2600	FAX (A/C, No): (517)787-3857
	E-MAIL ADDRESS: pbacon@waltoninsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Ins. Co.	15350
INSURED Jackson County Rose Festival, Inc. 218 Westlawn Parma MI 49269	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2431527961 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		B048752	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

City of Jackson & Jackson Downtown Development Authority are additional insured for Event Date 6-2-24

CERTIFICATE HOLDER

City of Jackson & Jackson
Downtown Development Authority
161 W. Michigan Ave.
Jackson, MI 49201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela Bacon/PBACO

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JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Jackson County Sheriff Open House

---

Recommendation:

> Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 2, 2024, in their garage and parking area at 212 W. Wesley St. in Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for Jackson County Office of the Sheriff Open House.

I recommend approval of the special event application for the Jackson County Sheriff Open House. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 2, 2024, in their garage and parking area at 212 W. Wesley St. 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$400.00
		TOTAL	***$400.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures

OWNERSHIP

Insurance Status: Approved and on-file with the City Attorney and Downtown Development Authority

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Office of the Sheriff to host their Open House on June 2, 2024, in their garage and parking area at 212 W. Wesley St. in Jackson.

ATTACHMENTS

1. SEA--Sheriff's Open House

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☐ $75 Application Fee
- ☐ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. 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.

Applicant Information

Sponsoring Organization Legal Name: Jackson County Office of the Sheriff		
Address: 212 W. Wesley Street, Jackson MI 49201		Phone: ( ) 517-768-7966
Tax ID#:	Website: https://www.mijackson.org/167/Sheriff	
Contact Name: Kevin Hiller	Phone:	Email: Khiller@mijackson.org
Contact Name: Bre Tucker	Phone:	Email: BVosters@mijackson.org
Contact Name During Event: Same		Phone: ( )

Event Information

Event Name: Open House

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
June 2, 2024	1100	1200	4PM	5PM

Has this event occurred before? ■Yes, (if yes, how many previous years? 1 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 500-1000

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ■Other: Open House / Fun Fest

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

■Other Location: 212 W. Wesley Street, Jackson MI 49201

■ Streets: On Wesley between Jackson St. and Blackstone St.

☐Other Park: _____

Brief Description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

2nd Annual Sheriff Open House and Fun Fest with dunk tank, basketball fun zone, static displays from area groups and food provided. Come meet and have fun with your Sheriff Deputies...

Street Closure– *Please indicate all street closures on your map.*

Street Name: Wesley Street Cross Streets Jackson St. and Blackstone St.

Closure Start Date: June 2, 2024 Time: 1100 Closure End Date: June 2, 2024 Time: 5PM

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

Additional Event Information

Garbage Plan: Brief description on garbage management for events with 100+ attendees.

We will pick up all garbage and dump same in our dumpster here at the Sheriff's Office.

Bathroom Plan: Brief description on bathroom(s) based on event size, duration, and services offered.

2 industrial sized Port a Potties have been ordered.

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
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 I 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 *Details of all event activities MUST be included.*		
☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☐Requested Street Closures	☐Electrical Wires & Outlets
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.*		

***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

Certification & 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: Kevin Hiller Digitally signed by Kevin Hiller Date: 2024.03.20 11:29:04 -04'00'

Date: 3/20/2024

Office Use ONLY	
Application Received:	
Date:	
Time:	A.E 3/20/24
By:	
Application Fee Received:	N/A

Application Requirements

Application MUST be submitted 60 days PRIOR to event

*****NO EXCEPTIONS*****

Application MUST be submitted along with all required attachments to:

City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or
aecon@cityofjackson.org
(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

* DDA Requested insurance with the DDA and City as additionally insured.

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY
COVERAGE PROPOSAL

Member:	**County of Jackson**	**Proposal No: Q000014268**
Date of Original Membership:	**January 1, 1998**	
Proposal Effective Dates:	**January 01, 2024 To January 01, 2025**	
Member Representative:	**Michael Overton**	**Telephone #: (517) 768-6624**
Regional Risk Manager:	**Ibex Insurance Services**	**Telephone #: (248) 538-0470**

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **County of Jackson** (hereinafter "Member") is eligible to be a Member of MMRMA. **County of Jackson** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

County of Jackson is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

County of Jackson is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **County of Jackson's** SIR and deductibles are as follows:

Table I

Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	$100,000 Per Occurrence
Vehicle Physical Damage	$1,000 Per Vehicle	$15,000 Per Vehicle $30,000 Per Occurrence
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **County of Jackson** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
2. Specialized Emergency Response Expense Recovery Coverage
3.
4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

County of Jackson agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II

Limits of Coverage

	Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Liability	15,000,000	N/A	N/A	N/A
2	Judicial Tenure	100,000	N/A	N/A	N/A
3	Sewage System Overflows	0	N/A	0	N/A
4	Volunteer Medical Payments	25,000	N/A	N/A	N/A
5	First Aid	2,000	N/A	N/A	N/A
6	Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7	Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
	Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8	Michigan No-Fault	Per Statute	N/A	N/A	N/A
9	Terrorism	5,000,000	N/A	N/A	5,000,000

	Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Buildings and Personal Property	266,849,142	350,000,000	N/A	N/A
2	Personal Property in Transit	2,000,000	N/A	N/A	N/A
3	Unreported Property	5,000,000	N/A	N/A	N/A
4	Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5	Fine Arts	2,000,000	N/A	N/A	N/A
6	Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7	Money and Securities	1,000,000	N/A	N/A	N/A
8	Accounts Receivable	2,000,000	N/A	N/A	N/A
9	Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10	Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11	Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12	Dam/Dam Structures/Lake Level Controls	2,615,000	N/A	N/A	N/A
13	Transformers	0	N/A	N/A	N/A
14	Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15	Marine Property	1,000,000	N/A	N/A	N/A
16	Other Covered Property	10,000	N/A	N/A	N/A
17	Income and Extra Expense	5,000,000	N/A	N/A	N/A
18	Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19	Faithful Performance	Per Statute	N/A	N/A	N/A
20	Earthquake	5,000,000	N/A	5,000,000	100,000,000
21	Flood	5,000,000	N/A	5,000,000	100,000,000
22	Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.				
	Limits of Coverage Per Occurrence/Claim	**Deductible Per Occurrence/Claim**		**Retroactive Date**
	$2,000,000			
Coverage A Nework and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	$25,000	Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	$25,000	Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruptoin Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	$25,000	Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach $1,000,000 Occ./$1,000,000 Agg. Included in limit above	$25,000	Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident $100,000 Occ./$100,000 Agg Included in limit above	$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to $25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	$25,000 Included in limit above		Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	$25,000	Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
$2,000,000	$17,500,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed $2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed $17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive.If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

Table IV

Specialized Emergency Response Expense Recovery Coverage

Limits of Coverage

Specialized Emergency Response Expense Recovery	Limits of Coverage per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

Table V

Specialized Emergency Response Expense Recovery Coverage

Deductibles

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

D. Contribution for MMRMA Participation

County of Jackson

Period: January 01, 2024 To January 01, 2025

Coverages per Member Coverage Overview:	$1,373,484
Stop Loss Coverage:	$0
Member Loss Fund Deposit:	$200,000
TOTAL ANNUAL CONTRIBUTIONS:	$1,573,484

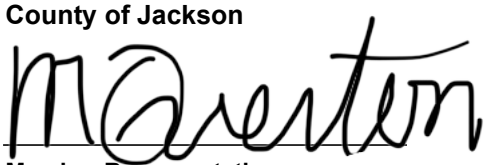
E. List of Addenda

1. Limited Liability Coverage For Use or Operations of Unmanned Aircraft

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

County of Jackson



Member Representative

1/10/24

Date

Proposal No:
Q000014268

MMRMA

MMRMA Representative

1-3-2024

Date

ADDENDUM

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

This addendum modifies the Liability and Motor Vehicle Physical Damage Coverage Document

A. LIMITATIONS OF COVERAGE, PROCEDURES, EXCLUSIONS, DEFINTIONS.

1. MMRMA will pay for any loss as defined in Sections 1 and 2 of the Liability and Motor Vehicle Physical Damage Coverage Document, caused by the use or operation of an Unmanned Aircraft, the actual loss up to a $1,000,000 limit per occurrence and subject to a $2,000,000 annual member aggregate.

2. The Member Duties, Responsibilities, Other Conditions stated in Section 7 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for use or operations of Unmanned Aircraft.

3. As respects this Limited Liability Coverage for Use or Operations of Unmanned Aircraft Addendum, Section 7; Member Duties, Responsibilities, Other Conditions, of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following:

   P. FAA COMPLIANCE

   The terms of this Addendum apply only if the Member is in compliance with all FAA rules and regulations governing the use or operation of an unmanned aircraft, at time of occurrence.

4. The Liability and Motor Vehicle Physical Damage Coverage Document Section 4, Definitions, shall apply to this Limited Liability Coverage For Use Or Operation Of An Unmanned Aircraft Addendum.

5. As respects this Limited Liability Coverage For Use Or Operations Of Unmanned Aircraft Addendum, Section 2; Exclusion C, of the Liability and Motor Vehicle Physical Damage Coverage Document is deleted in its entirety and replaced by the following:

   EXCLUSIONS

   C. Ownership, maintenance, loading or unloading, use or operation of any aircraft (other than unmanned aircraft), airfields, or runways; watercraft over 75 feet in length;

Period: 01/01/2024 to 01/01/2025

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

Accepted By:	Member ID:	MMRMA
County of Jackson	1173	

Member Representative

1/10/24

Date

MMRMA Representative

1-3-2024

Date

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of $15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. __ Information only.
5. X The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document. **LENOVO FINANCIAL SERVICES MASTER STATE & LOCAL GOVERNMENT LEASE AGREEMENT #1436635 & SCHEDULE #1759738.**
6. X Other (as described here): **The physical damage interest of the following is included in the coverage related to the purchase or lease of vehicles or other property. Loss, if any, shall be adjusted with the Member and payable to the Member and the following, as their interest may appear: LENOVO FINANCIAL SERVICES FOR EQUIPMENT LISTED ON ADDITIONAL PRODUCT ADDENDUM TO SCHEDULE #1759738 WITH A REPLACEMENT VALUE OF $109,000.00.**

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulation and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
LENOVO FINANCIAL SERVICES
C/O ABIC SPECIALTY SVCS 5TH FLOOR
PO BOX 979220
MIAMI, FL 33197

Member:
COUNTY OF JACKSON
120 W. MICHIGAN AVENUE
JACKSON, MI 49201

Certificate Expiration Date: January 1, 2025
Date Issued: January 1, 2024

Member Number: # M0001173
Effective Date of Membership: January 1, 1998

Distribution:
Mr. Michael R. Overton, County of Jackson
MMRMA Underwriting

Authorized Representative

27750 Stansbury Blvd., Suite 100
Farmington Hills, MI 48334
www.ibexagency.com
877.888.IBEX (4239)
P 248.538.0470
IBEX INSURANCE SERVICES

SECTION 4
DEFINITIONS

A. The following meanings shall apply to all coverages in this Coverage Document.

1. **ACTUAL CASH VALUE**
means cost of replacing damaged or destroyed covered property with comparable new property minus depreciation and obsolescence.

2. **ALLOCATED LOSS ADJUSTMENT EXPENSES**
means all costs to adjust, defend, or settle a specific claim or **lawsuit**, including, by way of illustration but not limitation, attorney fees and related costs, expert witness fees, and any other expense related to the claim or **lawsuit**.

3. **BODILY INJURY**
means **bodily injury**, harm, sickness, or disease sustained by a natural person, including death resulting therefrom.

4. **COVERED CONTRACT**
means any agreement or contract, permissible by law, under which the Member assumes the tort liability only of another to pay **damages** to a third party.

The contract or agreement must precede the **occurrence** and is subject to all of the terms and conditions of this Coverage Document, the Joint Powers Agreement, MMRMA rules and MMRMA administrative procedures.

A **covered contract** shall not:

a) indemnify any consultant, advisor, or other individual or entity providing professional services, including but not limited to, services of any architect, attorney, engineer, surveyor or other consultant or advisor;

b) indemnify any independent contractor or employee of any independent contractor;

c) indemnify any person for damage by fire to premises leased, rented, or loaned to the Member; or

d) guarantee promise or performance.

The limits of coverage for a **covered contract** shall be the lesser of the coverage limits stated in the Member's Coverage Overview or the minimum amount of coverage required, permitted, or stated in the **covered contract**.

5. **DAMAGES**
means any or all of the following:

a. All money **damages** within the Subjects of Coverage stated in Section 1 the Member becomes legally obligated to pay for any claim or **lawsuit** covered and defended by MMRMA. **Damages** also includes all interest on any judgment resulting from a **lawsuit** covered and defended by MMRMA;

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Special Event Application: Hopping into Spring

Recommendation:

> Approve a request from Jackson, Michigan Giving Back to the Community to host their Hopping into Spring event April 28, 2024, in their parking lot and on the streets of Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Hopping into Spring event.

I recommend approval of the special event application for the Hopping into Spring. Your consideration and concurrence is appreciated.

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 16, 2024

RECOMMENDATION: Approve a request from Jackson, Michigan Giving Back to the Community to host their Hopping into Spring event April 28, 2024, in their parking lot and on the streets of 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
Community Development	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$0.00
Public Works	X		$500.00
		TOTAL	***$500.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures

OWNERSHIP

Insurance Status: Approved pending receipt of insurance

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jackson, Michigan Giving Back to the Community to host their Hopping into Spring event April 28, 2024, in their parking lot and on the streets of Jackson.

ATTACHMENTS

1. SEA--Hopping Into Spring

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- ☐ $75 Application Fee
- ☐ $50 Late/Rush Fee (submitted post 60-day deadline)
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

Make checks payable to "Downtown Development Authority"

Special Event Application Policy

Additional charges may occur 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. 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.
8. 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.

Applicant Information

Sponsoring Organization Legal Name: Jackson Mich Giving Back to the Comm		
Address: 1003 Clinton Rd		Phone: (517) 395-4799
Tax ID#: 84-1995862	Website:	
Contact Name: Edward Crout	Phone: 517-888-6187	Email: CandBPaint48@gmail.com
Contact Name:	Phone:	Email:
Contact Name During Event: SAME		Phone: ( )

Event Information

Event Name: Hopping into Spring Event

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
April 28 2024	12:pm	1pm	4pm	5:Pm

Has this event occurred before? ☒Yes, (if yes, how many previous years? 3 ☐No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 250 +

Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☐Other: Easter Event

Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

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

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location: 5

☒Streets: Stewart & Clinton

☐Other Park:

Brief Description of Event

This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.

Street Closure– *Please indicate all street closures on your map.*

Street Name: Clinton Rd Cross Streets ~~Stewart~~ Backus

Closure Start Date: 4/28/24 Time: 12BM Closure End Date: 4/28/24 Time: 4 PM

Street Name: Lansing Ave at Cross Streets Clinton

Closure Start Date: 4/28/24 Time: 12 PM Closure End Date: 4/28/24 Time: 4pm

Street Name: Cross Streets

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

Street Name: Cross Streets

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

Street Name: Cross Streets

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

Street Name: Cross Streets

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

City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☒ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐ Other:_____

Additional Event Information

Garbage Plan: Brief description on garbage management for events with 100+ attendees.

Dumpster on site

Bathroom Plan: Brief description on bathroom(s) based on event size, duration, and services offered.

Porta potties on site

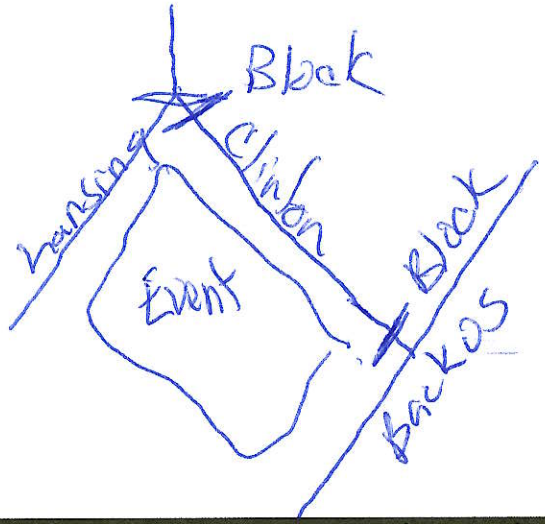
Insurance requested before event

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
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 I 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 *Details of all event activities MUST be included.*		
☐Route Plan	☐Emergency Vehicle Access	☐Restroom Locations
☐Vendor Locations	☐Dispersal Locations	☐Tables
☐Tent Locations	☐Trash Receptacles	☐Requested Reserved Parking
☐Assembly Locations	☒Requested Street Closures	☐Electrical Wires & Outlets
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.*		



***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

Certification & 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: Richard Cant.

Date: 4/1/24

Office Use ONLY	
Application Received:	
Date:	4/1/2024
Time:	10:31 AM
By:	BETH KUIPER
Application Fee Received:	$75.00 BAL CHECK #13960

Application Requirements

Application MUST be submitted 60 days PRIOR to event

*****NO EXCEPTIONS*****

Application MUST be submitted along with all required attachments to:

City of Jackson
Downtown Development Authority Office
161 W Michigan Ave, 5th Floor
Jackson Michigan, MI 49201 or
aecon@cityofjackson.org
(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

No ground stakes
No confetti or glitter
No use of outlets without prior approval

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Purchase of electronic communications equipment to upgrade the Water Treatment Plant remote site communication hardware

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Recommendation:

Approval of the purchase of electronic communications equipment to upgrade the City's Water Treatment Plants remote site communication hardware, from Englewood Electric Supply of Jackson MI for a total cost of $98,280 (this cost includes a 10% contingency).

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: April 16, 2024

RECOMMENDATION: Approval of the purchase of electronic communications equipment to upgrade the City's Water Treatment Plants remote site communication hardware, from Englewood Electric Supply of Jackson MI for a total cost of $98,280 (this cost includes a 10% contingency).

ISSUE STATEMENT

The City of Jackson hired Tetra Tech in 1993 to design and install the original Supervisory Control and Data Acquisition (SCADA) work at the WTP, and it's supporting remote sites. Since the installation of the SCADA system, Tetra Tech has done the vast majority of the work on the system. Our remote site electrical equipment is failing slowly. Tetra Tech has proposed the purchase of this electronic communications equipment to the City from their findings during the Remote Station PLC Upgrades Design, Bidding, Construction Administration, Programming, and Start-up contract awarded in November 2023. Tetra Tech feels this is the best way for the City of Jackson to purchase the equipment as there is not a markup on the equipment and the warranty will be directly with the City of Jackson.

DESCRIBE THE CONSEQUENCES

The purchase of this electronic communications equipment is a very important piece of infrastructure for our water system, as it aids in our ability to provide safe, clean drinking water to all customers of the City's water system. This electronic communications equipment must be purchased from Englewood Electric Supply of Jackson because it is a sole source vendor of the Allen Bradly electronic communications equipment. Allen Bradly manufactures superior equipment that will remain functional for many years to come, as the current electronic communications equipment has lasted almost 30 years. The purpose of using Allen Bradly equipment at the Water Treatment Plant (WTP) is that the existing electronic communications technology is already configured with Allen Bradly equipment. To convert all the electronic communications equipment to a new manufacturer would cost the city substantially more money.

We believe if we chose not to purchase this equipment to upgrade our remote site equipment,

we would lose communication with vital equipment in the field and would pose a great safety risk to the public.

OWNERSHIP

We have been receiving “Ghost Alarm Failures” as described by our consultant, Tetra Tech, which is an early indication that we are having electric communication equipment failures. This, combined with the fact that the equipment is past its useful life expectancy and its replacement parts are not readily available, we also have to purchase rebuilt or used equipment to keep our remote sites up and running. The “Ghost Alarm Failures” have been the culprit of unnecessary overtime, which impacts the WTP budget and interferes with the work-life balance everyone faces. The WTP remote sites have needed this upgrade for some time, and we feel there is no better time than now to accomplish this project.

SOLUTION

Upon reviewing Tetra Tech’s proposal, we feel this is the most efficient and cost-effective way to obtain this electronic communications equipment. A ten percent (10%) contingency has been factored into this proposal because of the ever-changing prices in today’s market.
The proposal costs are as follows:
Englewood Electric Supply $98,280

This purchase will include all the electronic communications equipment to upgrade the remote sites and some additional equipment for future use, as electrical equipment is always evolving. This is to be funded from the 402 Water Equipment & Replacement Fund.

FACILITATE IMPLEMENTATION

Approval of the purchase of the electronic communication equipment to upgrade the City of Jackson Water Treatment Plant remote site communication hardware, to Englewood Electrical Supply, for a total cost of $98,280 (this cost includes a 10% contingency).

ATTACHMENTS

1. 2024-04-04-Tt Recommendations - Jackson WTP Remote SIte SCADA Upgrades
2. EESCOEnglewood 7645 Quote #697353

TETRA TECH

April 4, 2024

Transmitted Electronically

Mr. Nick Mangus
Water Treatment Plant Superintendent
City of Jackson
740 E. Mansion Street
Jackson, Michigan 49203

Re: Jackson Water Treatment Plant (WTP)
SCADA Remote Station PLC Upgrade Recommendations

Dear Mr. Mangus:

In speaking with you about the need to upgrade the remote station control equipment we offer the following suggested project execution approach. This approach offers direct purchase of equipment through a local distributor plus the option to hire a local electrician to assist the City with equipment installation thus keeping your business more local while building relationships in case of future need.

Background

Currently the City of Jackson WTP staff operate and maintain a total of nine remote stations, three elevated storage tanks, two booster stations, and four wells. Each station includes a programmable logic controller (PLC) to control the various control system input and output signals. These nine PLCs are the operational hearts of the nine stations and allow for fully automatic operation and system monitoring back at the WTP through a network of wireless radio communications.

Currently the nine station PLCs are based on Allen-Bradley (Rockwell) SLC and Rockwell MicroLogix type controllers that have served their useful life and are recommended to be replaced. Most of the existing PLC equipment has been obsoleted by the manufacturer. Spare parts are no longer available for many of the components. The PLC components at each station should be fully replaced with newer Rockwell CompactLogix style controllers.

Tetra Tech
1136 Oak Valley Drive, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.665.2570 www.tetratech.com

TETRA TECH

Approach

One recommended approach to replace the obsoleted equipment would be for the City to self-procure the replacement PLC equipment directly from the manufacturer's (Rockwell) local equipment distributor, thus saving contractor price markup (~15%) plus forgo paying Michigan sales tax (6%).

After receipt of the equipment, the City could hire a local (to the area) electrician to assist the City with equipment installation at each remote station. Hiring a local electrician supports area businesses, allows the ability to possibly hire someone already familiar with your facilities and helps fosters a solid relationship that, moving forward, can benefit the WTP by having gained knowledge of your system by having already worked on it. We understand that this method of contractor service procurement has worked well for you in the past.

While there are other methods to execute this project, the approach described above offers the lowest equipment procurement price while fostering relationships with area businesses that can benefit the WTP in the future.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,
Tetra Tech, Inc.

Mick S. Jones

Mick S. Jones, P.E.
Sr. Project Manager

CC: Vic Cooperwasser, PE

WESCO DISTRIBUTION®

1610 E. HIGH ST.

JACKSON MI 49203

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: JACKSON, CITY OF
WASTE WATER
2995 LANSING AVE
JACKSON MI 49201

Date: 04/03/24

Branch: 7645

Project Number: SLC MIGRATION PROJEC

Project Name

Quoted To: NICK

Date of Your Inquiry: 04/03/24

When ordering please refer to Quotation Number: 697353

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	10	A-BS 5069-L320ER COMPACTLOGIX 2MB	3386.320	E	33863.20	0.00		05/10/24
20	10	A-BS 5069-RTB64-SCREW COMPACT 500	32.570	E	325.70	0.00		05/10/24
30	12	A-BS 5069-IA16 COMPACT 5000 AC IN	364.190	E	4370.28	0.00		05/10/24
40	38	A-BS 5069-RTB18-SCREW COMPACT 500	59.540	E	2262.52	0.00		05/10/24
50	14	A-BS 5069-FPD COMPACT 5000 FIELD	151.270	E	2117.78	0.00		05/10/24
60	14	A-BS 5069-RTB6-SCREW COMPACT 5000	19.750	E	276.50	0.00		05/10/24
70	10	A-BS 5069-IF8 COMPACT 5000 ANALOG	835.300	E	8353.00	0.00		05/10/24
80	10	A-BS 5069-OF4 COMPACT 5000 ANALOG	793.870	E	7938.70	0.00		05/10/24
90	2	A-BS 1756-L81E CONTROLLOGIX 5580	5965.200	E	11930.40	0.00		05/10/24
100	2	A-BS 1756-EN2T CLX ENET/IP 100M	2988.300	E	5976.60	0.00		05/10/24
110	11	A-BS 5069-OX4I COMPACT 5000 ISOLA	430.660	E	4737.26	0.00		05/10/24
120	2	A-BS 5069-IY4 COMPACT 5000 UNIVER	497.140	E	994.28	0.00		05/10/24
130	4	A-BS 5069-OW4I COMPACT 5000 ISOLA	369.350	E	1477.40	0.00		05/10/24
140	4	A-BS 1783-US6T2F STRATIX 2000 6T+	488.340	E	1953.36	0.00		05/10/24
150	4	A-BS 1606-XLE120E-2 480VAC INPUT	267.690	E	1070.76	0.00		05/10/24
160	1	A-BS 1756-A4 CONTROLLOGIX 4 SLOTS	374.900	E	374.90	0.00		05/10/24

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:

1610 E. HIGH ST.

JACKSON MI 49203

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: JACKSON, CITY OF
WASTE WATER
2995 LANSING AVE
JACKSON MI 49201

Date: 04/03/24

Branch: 7645

Project Number: SLC MIGRATION PROJEC

Project Name

Quoted To: NICK

Date of Your Inquiry: 04/03/24

When ordering please refer to Quotation Number: 697353

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
170	1	A-BS 1756-PA75 CONTROLLOGIX AC PO	1258.710	E	1258.71	0.00		05/10/24
180	2	A-BS 1756-N2 CONTROLLOGIX EMPTY S	32.150	E	64.30	0.00		05/10/24
		SUB-TOTAL			89345.65			
		TOTAL			89345.65			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Change Order 2 of DWSRF FY 2023 Improvements

Recommendation:

Approve Change Order 2 for the 2023 fiscal year Drinking Water State Revolving Fund project Improvements in the amount of $29,813.30.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: April 16, 2024

RECOMMENDATION: Approve Change Order 2 for the 2023 fiscal year Drinking Water State Revolving Fund project Improvements in the amount of $29,813.30.

ISSUE STATEMENT

Item No. 1 Replace galvanized conduit in Elevated Tank interior with stainless steel conduit.

Originally, the bid documents were to put galvanized pipe in the storage tanks but plant staff missed that during review of the project. We feel this is the best time to change this because it has not been installed yet. Due to the corrosive nature of the wet interior of the storage tanks, staying with galvanized pipe will be a maintenance issue for years to come. If we install the stainless steel conduit now, we should get 30+ years from that conduit.

Item No. 2 extra saw cutting and associated work.

We needed to remove more concrete than originally thought due to the piping being deeper and in worse shape than the plant staff thought and drawing showed. By replacing this concrete at this time, we are saving money because the contractor is already on site with the proper equipment to do the job. If we wait to do this work it will cost more money.

DESCRIBE THE CONSEQUENCES

If we do not fix these items, we will continue to have problems into the future where prices will continue to rise and cost more. We have the funds and the contractors on site to get this completed and for a fair price currently. Having this done at this time will also free up WTP staff to work on necessary projects to keep up with maintaining our facility now and in the future. Also, this will help set the WTP up for future projects. For the citizens of Jackson, this work will not be completed cheaply if we wait. Now is the best time to accomplish these items.

OWNERSHIP

As the WTP supervisor, I could of looked into the drawings more, asked more questions and potentially noticed this at the beginning. This is a big project and I dropped the ball on these additional costs. Had they been noticed at the beginning of this project we would probably have already incurred these costs as they needed to be addressed. It is better to catch and change these over sites now rather than after the completion of the project. Completing these items now is not only cheaper than in the future but puts the WTP in a better position for the future.

SOLUTION

Approving these two items in the amount of $29,813.30 paid from the 402-591-000-985.006 fund, will help in ensure that the WTP will be better than where we started from and continue to serve the City of Jackson's customers at the most affordable cost for the best product. Also, this will make the maintenance of the plant cheaper in the future, as less time will be needed to maintain this portion of the facility.

FACILITATE IMPLEMENTATION

The most cost-effective and best time to solve these issues is right now while the floor is open and repairs can be made before the floor is replaced, and before the galvanized conduit is installed in our storage tanks.

ATTACHMENTS

1. CO2_DWSRF_2024_0404
2. change order two DWSRF WTP improvements

CHANGE ORDER
PAGE 1 OF 2

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
ATTACHMENTS:	Bulletin No. 2 Response and Kreighoff-Lenawee Pricing for Additional Sawcutting and Work

Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

ITEM NO. 1:
Replace galvanized conduit in Elevated Tank interior with stainless steel conduit.

ADD: $6,789.30

ITEM NO. 2:
Additional sawcutting and work associated.

ADD: $23,024.00

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: N/A
Original Contract Price:	Original Contract time: 7/24/2023
	Substantial Completion:
$1,476,000.00	Ready for final payment:
Previous Change Order No.: 1	Net change from previous Change Orders:
$41,437.27	0 Days
Contract Price prior to this Change Order:	Contract Time prior to this Change Order:
	Substantial Completion:
$1,517,437.27	Ready for final payment:
Net increase of this Change Order:	Net change of this Change Order:
$29,813.30	0 Days
Contract Price with all approved Change Orders:	Contract Time with all approved Change Orders:
	Substantial Completion:
$1,547,250.57	Ready for final payment:

RECOMMENDED	APPROVED	APPROVED
By: Meghana Kamath	By:	By:
Engineer	Contractor	Owner
Meghana Kamath, PE, Water and Wastewater Engineer	Name and Title of Signatory	Name and Title of Signatory
Date: 4/4/2024	Date:	Date:

END OF CHANGE ORDER

506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161
PHONE: (734) 241-4277

NEW! 121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

Celebrating Over 75 Years of Mechanical Customer Service

Date: 3/26/24

Jackson WTP DWSRF Upgrades

Attn: Mr. Colin McCorkle

Colin,

The below cost is for upgrading all exposed conduit from galvanized to SS for the mixers. This will start at the lower catwalk and continue up to the mixer.

Total Cost = **$6,789.30**

Please see the attached quotes from Monroe Plumbing & our subcontractors concerning this change.

Thank you for the opportunity to help you with this project. Please call me if you have any questions concerning quotation or if I can help you in any other way.

Sincerely,

Thomas Friar

BULLETIN
PAGE 1 OF 2

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
DRAWING REVISION NO.:	B2
ISSUED HEREWITH:	
SPECIFICATION SECTIONS:	09 91 00
SHEETS:	P101, M101
DISTRIBUTION:	Nick Mangas, City of Jackson (City) Dan Stewart, City Tom Friar, Monroe Plumbing and Heating Company Dave Baar, PE – Fishbeck Colin McCorkle, PE – Fishbeck Meghana Kamath - Fishbeck

The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Contractor is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.

Return one completed and signed copy of the Bulletin to Engineer on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

BULLETIN
PAGE 2 OF 2

ITEM NO. 1: Coating of Galvanized Conduit in Elevated Tank

Sheet: P101 – East and West Tank Mixer Installation (Reissued)

Specification: 09 91 00 – Painting (Reissued)

A. ~~Addition of coating to galvanized~~ conduit in wetted areas of Elevated Tank.
Replace Galvanized conduit with Stainless Steel

ADD/DEDUCT: $ 6,789.30

ITEM NO. 2: Use of Epoxy Coating in Basement

Sheet: M101 – Basement Below Grade Plumbing Plan (Reissued)

Specification: 09 91 00 – Painting (Reissued)

A. Revision of Concrete Sealer to an Epoxy Floor Coating in WTP basement.

ADD/DEDUCT: $ N/A

ITEM NO. 3: Repair of Cut Electrical Conduits

A. Repair electrical conduits cut beneath the floor slab in the Chemical Room and Boiler Room areas in the basement of the WTP.

ADD/DEDUCT: $ N/A

Contractor: Monroe Plumbing & Heating

Signature

Thomas Frizar - Adrian Branch Manager

Name and Title of Signatory

3-26-24

Date

END OF BULLETIN

CHANGE ORDER PRICING REVIEW

Date: 26-Mar-24

MPH Job #.: 23063
County: Jackson
Project Name: Jackson WTP DWSRF
Description: Upgrade of Galv. Conduit to SS Conduit for exposed areas of conduit on mixer install
Contractor: Monroe Plumbing
Constr. Mgr.: City of Jackson
Engineer: Fishbeck

						TOTALS
A.	**LABOR:**					
	worker classification	Working Foreman 333	0 hours x rate =	x	81.33	$0.00
	worker classification	Journeyman 333	0		75.81	$0.00
	worker classification	Foreman Double Time	0	x	160.35	$0.00
	worker classification	Journeyman Double Time	0	x	149.16	$0.00
	worker classification	Foreman 333 OT	0	x	122.41	$0.00
	worker classification	Journeyman 333 OT	0 hours x rate =		114.01	$0.00
			hours x rate =			
C.	**Pipe Drain and Fill**		0		0	$0.00
D.	**OWNED EQUIPMEN**		0		0	$0.00
	(Heavy/specialized equipment re: AED Blue Book)		hour,day,week x rate =			
E.	**Trucking**		0		0	$0.00
	(Delivery charge or per mile trucking)		hour,day,week x rate =			
		Subtotal (A,B,C,D,E):				$0.00
G.	**MATERIALS:**		**$0.00**	**x**	**1**	$0.00
	(Contractor's **actual cost** only, this applies to subcontractors		quantity x unit cost			
	Sales Tax: **6%**					$0.00
		Subtotal (A,B,C,D,E,F,G):				$0.00
H.	**Markup:** **@** **15%**	(on items A,B,C,D,E,F & G)			.....	$0.00
					Subtotal (A thru H):	$0.00
I.	**SUBCONTRACTOR:**					
	Electrical	**Centennial Electric**	$ 6,466.00		$ 6,466.00	
	Controls		$ -		$ -	
	T&B		$ -		$ -	
	Arch		$ -		$ -	
	Insulation		$ -		$ -	
	Total				$ 6,466.00	
J.	**SUBCONTRACTOR MARKUP**	.....	**5%**		$323.30	
					Subtotal (I and J):	$ 6,789.30
		TOTAL COST (A thru H) + (I and J):				$6,789.30
K.	**MISCELLANEOUS ITEMS (allowable @ cost only)**					
	Insurance 1. Bond add	Cost x	1.0%	.....		$67.89
	2. *Premium portion of approved OT wages				.....	$0.00
	3. Fees for permits, licenses, etc.					$0.00
	4. *Lodging and travel due to special circumstances ..... (not to exceed state travel guidelines)					$0.00
		TOTAL COST (A thru H) + (I and J) + (K):				$6,857.19

***Approved Items = must be approved by Owner, CM and A/E prior to work being performed**

O 517.543.9900
F 517.543.9911

CENTENNIAL ELECTRIC
COMMERCIAL INDUSTRIAL

PO BOX 490
POTTERVILLE,MI 48876

3/26/2024
Monroe Plumbing and Heating
506 Cooper St
Monroe, MI 48161
Att; Tom Friar

RE: Jackson WTP Drinking Water State Revolving Funds FY 2023 Improvements
Bulletin 2

Dear Mr. Friar;

Centennial Electric, LLC, is pleased to quote you for the above-mentioned project, we have included the following:

-Change rigid conduit risers from the exterior catwalk to the mixer connection on both water towers from rigid conduit to stainless rigid conduit.

Bulletin 2 Total: $6,466.00

Please do not hesitate to contact me with any questions.

Sincerely,

Troy Strang
Project manager
517-543-9900

Bid Summary Report

Job Name: Jackson WTP DWSRF 2023

Contractor:

Estimator: Mike

Notes:

Bid Date: 5/2/2023

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Bulletin 2	$4,398.57	100.00%	$4,398.57	8.12	100.00%	8.12

Top Sheet

Raw Cost		$5,392.74	Sales per Month	$0.00
Tax		$263.91	Return per Month	$0.00
Raw Cost with Tax		$5,656.65	Price per Square Foot	$0.00
Overhead		$808.91	Hours per Square Foot	0.00
Profit		$0.00	Square Feet	0.00
Total Return Amount		$808.91	Job Months	0.00
Total Return %		12.51%	Hours per Week	0.00
Remaining Labor Hours		0.00	Average Hourly Rate w/ Burden	105.07
Price		$6,465.56	Workers per Day	0.00
Bond		$0.00	Total Hours	8.12
Sell Price		$6,465.56	Markup Sales Tax (Overhead)	No
Adjusted Sell		**$6,466.00**	Markup Sales Tax (Profit)	No
Adjusted Sell Return	12.52%	$809.35	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Burden Percent	Labor Cost
Journeyman Local 252	100.00%	8.12	$105.07	$0.00	0.00%	$853.17
Foreman Local 252	0.00%	0.00	$120.83	$0.00	0.00%	$0.00
General Foreman Local 252	0.00%	0.00	$131.30	$0.00	0.00%	$0.00
Totals	100.00%	8.12	$105.07	$0.00	0.00%	$853.17

Bid Summary Report

Jackson WTP DWSRF 2023 **Estimator: Mike** **Job #2307**

Mark Ups

			OVERHEAD			PROFIT	
	Total		**%**	**Amount**		**%**	**Amount**
Materials	$4,398.57	+	15.00%	$5,058.35	+	0.00%	$5,058.35
Labor	$853.17	+	15.00%	$981.14	+	0.00%	$981.14
Supplier Quotes	$0.00	+	15.00%	$0.00	+	0.00%	$0.00
SubContractors	$0.00	+	15.00%	$0.00	+	0.00%	$0.00
Direct Job Expense	$141.00	+	15.00%	$162.15	+	0.00%	$162.15
Equipment Rental	$0.00	+	15.00%	$0.00	+	0.00%	$0.00
Fixtures Quotes	$0.00	+	15.00%	$0.00	+	0.00%	$0.00
Totals	**$5,392.74**		**15.00%**	**$6,201.65**		**0.00%**	**$6,201.65**

Tax Report

	Taxed Amount	**Tax Rate %**	**Tax Amount**
Materials	$4,398.57	6.00%	$263.91
Labor	$853.17	0.00%	$0.00
Supplier Quotes	$0.00	6.00%	$0.00
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Equipment Rental	$0.00	6.00%	$0.00
Fixtures Quotes	$0.00	6.00%	$0.00
		Total Tax:	$263.91

Direct Job Expense

Name	**Supplier**	**Tax (0.0%)**	**Unit Cost**	**Mult**	**Amount**
General Conditions		No	$141.00	1.00	$141.00
Totals:					$141.00

Job Name: Jackson WTP DWSRF 2023
Job Number: 2307
Extension Name: Bulletin 2

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					**$4,398.57**			**8.12**		**100%**	**100%**
CCode: <none>					$5,891.18			17.24		133.93%	212.32%
60,112	1 GRC/IMC STRUT STRAP	-12.00	$164.47	C	($19.74)	3.00	C	-0.36			
60,113	1 STAINLESS STRUT STRAP	12.00	$1,887.26	C	$226.47	5.00	C	0.60			
60,114	1 STAINLESS 90 ELBOW	4.00	$102.27	E	$409.08	0.70	E	2.80			
60,115	1 STAINLESS COUPLING	12.00	$28.64	E	$343.68	10.00	C	1.20			
60,116	1 STAINLESS	120.00	$3,962.92	C	$4,755.50	10.00	C	12.00			
60,119	1" STAINLESS RIGID DIE TEETH	1.00	$176.18	E	$176.18	1.00	E	1.00			
CCode: Branch Rough					($1,492.61)			-9.12		-33.93%	-112.32%
1,263	1 GRC	-120.00	$1,046.75	C	($1,256.10)	7.00	C	-8.40	cb		
1,277	1 GRC 90 ELBOW	-4.00	$51.09	E	($204.36)	0.50	E	-2.00	cb		
1,366	1 GRC COUPLING	-4.00	$15.23	E	($60.92)	7.00	C	-0.28	cb		
2,770	1 BUSH PLASTIC	12.00	$239.74	C	$28.77	0.13	E	1.56	cb		
					$4,398.57			**8.12**			

ITEM NO. 1: Modification of Drain Piping Replacement per Site Visit 11/3/2023.

Sheet: M101 – Schedules and Details (reissued)
M102 – Enlarged Plans and Isometric (reissued)

A. Moved sanitary line from northeast to a below slab run rather than to the south over the caustic soda pump sump area. This sanitary line to be cored into the sewage ejector system sump parallel to existing drain line penetration. Drain and sanitary piping from the north to be routed around existing wooden wall.
B. Removed sampling sink from north wall of chemical storage area. Routed drain piping on south wall of chemical storage area straight across floor.

ADD/DEDUCT: $ 23,024.00

ITEM NO. 2: Overhead Cast Iron Drain Piping

A. Replace all overhead and vertical cast iron drain piping in WTP basement area.

ADD/DEDUCT: $_____

ITEM NO. 3: Pipe and Conduit Supports

A. Replace all galvanized steel pipe and conduit supports with stainless steel supports.

ADD/DEDUCT: $_____

Contractor: Monroe Plumbing & Heating

Signature

Thomas Frier - Adrian Branch Manager

Name and Title of Signatory

1-9-24

Date

END OF BULLETIN

506 COOPER ST. P.O. BOX 307
MONROE, MICHIGAN 48161
PHONE: (734) 241-4277

NEW! 121 N. TECUMSEH ST.
ADRIAN, MI 49221
PHONE: (517) 280-5511

Celebrating Over 75 Years of Mechanical Customer Service

Date: 1/9/24

Jackson WTP DWSRF Upgrades

Attn: Mr. Colin McCorkle

Colin,

The below cost is for item #1 on Bulletin – 01. This includes additional widening of concrete trenches to keep new concrete trenches square at request of Nick Mangas. The only direct cost from Monroe Plumbing is 2 hours of labor coordination from our foreman with Krieghoff Lenawee.

Total Cost = **$23,024.00**

Please see the attached quotes from Monroe Plumbing & our subcontractors concerning this change.

Thank you for the opportunity to help you with this project. Please call me if you have any questions concerning quotation or if I can help you in any other way.

Sincerely,

Thomas Friar

Celebrating 75 years of Excellence

CHANGE ORDER PRICING REVIEW

Date: 09-Jan-24

MPH Job #.: 23063 **County:** Jackson

Project Name: Jackson WTP DWSRF **Description:**

Contractor: Monroe Plumbing

Constr. Mgr.: City of Jackson **Bulletin - 01 Item No. 1**

Engineer: Fishbeck

						TOTALS
A.	**LABOR:**					
	worker classification	Working Foreman 333	2 hours	x rate =	80.35	$160.70
	worker classification	Journeyman 333	0		75.42	$0.00
	worker classification	Foreman Double Time	0	x	160.35	$0.00
	worker classification	Journeyman Double Time	0	x	149.16	$0.00
	worker classification	Foreman 333 OT	0	x	122.41	$0.00
	worker classification	Journeyman 333 OT	0		114.01	$0.00
				hours x rate =		
				hours x rate =		
C.	**Pipe Drain and Fill**		0		0	$0.00
D.	**Rented Equipment**		0		190	$0.00
	Scissor Lift		hour,day,week x rate =			
E.	**Trucking (Pickup/Dropoff Scissor Lift)**		0		155	$0.00
	(Delivery charge or per mile trucking)		hour,day,week x rate =			
		Subtotal (A,B,C,D,E):				$160.70
G.	**MATERIALS:**		**$0.00**	**x**	**1**	$0.00
	(Contractor's **actual cost** only, this applies to subcontractors		quantity x unit cost			
	Sales Tax: **6%**					$0.00
		Subtotal (A,B,C,D,E,F,G):				$160.70
H.	**Markup:** **@** **15%**	(on items A,B,C,D,E,F & G)			.....	$24.11
					Subtotal (A thru H):	$184.81
I.	**SUBCONTRACTOR:**					
	Krieghoff-Lenawee		$ 21,534.00		$ 21,534.00	
	Controls		$ -		$ -	
	T&B		$ -		$ -	
	Arch		$ -		$ -	
	Insulation		$ -		$ -	
	Total				$ 21,534.00	
J.	**SUBCONTRACTOR MARKUP**	.....	**5%**		$1,076.70	
					Subtotal (I and J):	$ 22,610.70
		TOTAL COST (A thru H) + (I and J):				$22,795.51
K.	**MISCELLANEOUS ITEMS (allowable @ cost only)**					
	Insurance 1. Bond add	Cost x	1.0%	.....		$227.96
	2. *Premium portion of approved OT wages				.....	$0.00
	3. Fees for permits, licenses, etc.					$0.00
	4. *Lodging and travel due to special circumstances ..... (not to exceed state travel guidelines)					$0.00
		TOTAL COST (A thru H) + (I and J) + (K):				$23,023.46

***Approved Items = must be approved by Owner, CM and A/E prior to work being performed**

KRIEGHOFF LENAWEE CONSTRUCTING ENGINEERS

Estimate Sheet

Customer Name:	Monroe Plumbing & Heating	**Date:**	1/9/24
Customer Contact:	Tom Friar		
Job Name:	Jackson Water Treatment Plant		
Job Description:	Bulletin Pricing		
Estimator:	**Brent Gnodtke**		

Labor	Hours	Rate	Amount
Carpenter Superintendent	64	68.50	4,384.00
Carpenter	64	61.81	3,955.84
Carpenter		61.81	0.00
Carpenter		61.81	0.00
Laborer	64	52.35	3,350.40
Laborer		48.14	0.00
Laborer		48.14	0.00
Shop Foreman		57.62	0.00
			0.00
			0.00
			0.00
			0.00
			0.00
	Total Labor		11,690.24

Equipment	Qty	Rate (Per Hr)	Total
Foreman Truck (Day)	8	25.00	200.00
Foreman Fuel (Day)	8	15.00	120.00
Lull		72.00	0.00
Bobcat		46.00	0.00
1 Ton Dump		32.00	0.00
Mack Dump		48.00	0.00
Mini Excavator		56.00	0.00
Scissor Lift		29.00	0.00
Concrete Saw		49.00	0.00
			0.00
			0.00
			0.00
			0.00
Total Equipment			320.00

Materials	Qty	Unit Cost	Total
Dowels	50	1	50.00
Visqueen	449	0.2	89.80
Concrete	8	200	1,600.00
			0.00
			0.00
			0.00
			0.00
			0

CITY OF JACKSON
Founded 1829

Department of Public Works
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4170, (517) 788-4082 • Facsimile: (877) 396-6309

April 16, 2024

CHANGE ORDER NO. 2
TO CONTRACT FOR
DWSRF FY 2023 IMPROVEMENTS

The parties hereby agree that the following additional information and changes shall become a part of the contract documents, plans and specifications of the above-named contract.

ORIGINAL AGREEMENT:	$1,476,000.00
CHANGE ORDER NUMBER 1:	$ 41,437.27
CHANGE ORDER NUMBER 2:	$ 29,813.30

REASON FOR CHANGE ORDER:

Item No. 1 Replace galvanized conduit in Elevated Tank interior with stainless steel conduit.
Add $6,789.30

Item No. 2 Additional saw cutting and work associated.
Add 23,024.00

Total 29,813.30

NEW CONTRACT AMOUNT INCLUDING CHANGE ORDER 1: $1,547,250.57
PREPARED BY:

Nick Mangas, Water Treatment Plant Supervisor

_____

DEPARTMENT HEAD: Date

_____

Mike Osborn, Director of Public Works Date
ACCEPTED BY:

_____

Tom Friar, Monroe Plumbing & Heating Date
ACCEPTED BY:

_____

Jonathan Greene, City Manager Date

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Easements for Replacement of S. Cooper Street Bridge over Grand River.

Recommendation:

Approve and waive compensation for easements to the Michigan Department of Transportation for the replacement of the South Cooper Street bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer regarding the referenced easements.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: April 16, 2024

RECOMMENDATION: Approve and waive compensation for easements to the Michigan Department of Transportation for the replacement of the South Cooper Street bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The Michigan Department of Transportation (MDOT) is preparing a project to replace the South Cooper Street bridge over the Grand River. The current bridge was constructed in 1913, has exceeded its service life and is in need of replacement.

To comply with current standards and meet the City's needs to properly accommodate non-motorized users, the replacement bridge will be wider than the existing bridge and will include a mixed-use widened sidewalk to provide connectivity between the train station and the Martin Luther King Equality Trail, and to connect the downtown Central Commercial District with the commercial district along East Michigan Avenue.

As the replacement bridge will be constructed wider than the existing, it will have a larger footprint and require MDOT to acquire additional right-way from the parcels adjacent to the bridge approaches. The City of Jackson controls three such parcels on the west side of South Cooper Street between Washington Avenue and Hupp Street. MDOT's requests for easement are as follows:

1. Parcel 6-0101 (south of river and west of bridge): MDOT has requested a 13-foot wide permanent highway easement adjacent to South Cooper Street and an additional 65-foot wide temporary grading easement.
2. Parcel 6-0105 (north of river and west of bridge): MDOT has requested a 13-foot wide permanent highway easement adjacent to South Cooper Street and an additional 75-foot wide temporary grading easement.
3. Parcel 5-0270 (Cooper Street Parking Deck): MDOT has requested a 25-foot wide temporary grading easement adjacent to South Cooper Street. The temporary grading

easement will be extended an additional 45 feet at the driveway to the Cooper Street Parking Deck.

These easements will allow MDOT to build the widened bridge and connect the widened sidewalk over the bridge to the Martin Luther King Equality Trail and reconstruct the drive approach to Cooper Street Parking Deck to match South Cooper Street where it meets the new bridge.

The granting of these easements will have minimal impact on the City's use of these parcels and will benefit the City with a new bridge that meets current standards and includes the widened sidewalk through a corridor that currently does not provide for non-motorized users.

DESCRIBE THE CONSEQUENCES

- If the City of Jackson grants the requested easements, construction of the bridge will proceed.
- If the City of Jackson does not grant the requested easements, the construction of a replacement bridge that meets current standards for non-motorized users will not be possible.

OWNERSHIP

- Although the replacement bridge is on a street that is controlled by MDOT and not the City of Jackson, it will provide a benefit to the City of Jackson as it will ensure a reliable river crossing for decades to come.
- The replacement bridge that includes the widened mixed-use sidewalk will benefit the City of Jackson as it will provide a non-motorized connection between the train station and the Martin Luther King Equality Trail and between the downtown Central Commercial District and the commercial district along East Michigan Avenue.
- There is no additional cost to the City for the construction of the widened mixed-use sidewalk across the bridge or the granting of the requested easements.

SOLUTION

The approval of the easement grant requests will allow the construction of MDOT's bridge replacement project to proceed and the City's non-motorized needs to be met.

FACILITATE IMPLEMENTATION

Approve and waive compensation for easements to the Michigan Department of Transportation for the replacement of the South Cooper Street bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Easements attachments for S Cooper Street Bridge

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Offer to Purchase

January 8, 2024

The City of Jackson
Attn: Troy R. White, Assistant City Engineer
161 W Michigan Avenue
Jackson, Michigan 49201

Dear Owner(s):

Subject: CS: 38071, JN: 211675, Parcel: 7002
Address: S Cooper Street, County: Jackson

The Michigan Department of Transportation (MDOT) has an upcoming project along M-50. We are interested in acquiring Fee Partial, Consent to Grade rights to your property located at S Cooper Street in Jackson County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Fee Partial	$6,800.00
Consent to Grade	$2,000.00
TOTAL	$8,800.00

Accordingly, the total amount that MDOT is offering to you is $8,800.00. Please note that this offer is valid only until 11/25/2023.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 517-257-0755 or dickinsont1@michigan.gov.

Sincerely,

Timothy Dickinson
Property Analyst
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s), EFT Instructions and Valuation Report

Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of $8,800.00 for the property described in MDOT's offer dated 01/08/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Control Section	Job ID	Parcel
38071	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 6-010100000		

Michigan Department
of Transportation
0645 (07/21)

Addendum for Fee Acquisition

PRICE: The owner(s) will sell the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $6,800.00 via the appropriate instrument(s), clear of all encumbrances and subject only to easements and restrictions of record.

TITLE: The owner(s) shall not sell, convey, mortgage, or otherwise encumber the title to the property or any part thereof, or permit any act or deed to diminish the value of the property described in the attached legal description(s).

TAXES: The owner(s) shall pay all real estate taxes due and payable at the time of closing. The owner (s) shall pay any special assessment levied at the time of closing. The owner(s) shall pay any personal property taxes due and payable at the time of closing, including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with The General Property Tax, Act 206 of 1893, as amended (MCL 211.2 *et seq*.).

IMPROVEMENTS: This sale includes all buildings, structures, trees, and other improvements located within the attached fee legal description(s).

OCCUPANCY: MDOT will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of 90 days after the closing. However, if the improvements on the property are vacated after the execution of this Acceptance of the Good Faith Offer, they cannot be reoccupied. Any personal property or fixtures that have not been removed by the date specified in a Notice to Quit issued by MDOT shall be deemed abandoned and will become the property of MDOT. This provision does not apply to hazardous material.

ESCROW AGENT: The owner(s) agree(s) that AMERICAN TITLE OF JACKSON COUNTY - JACKSON (Commitment # F-186340) may act as escrow agent in closing this sale. All sums necessary to satisfy and discharge all liens, encumbrances and taxes, and to secure and record the instruments necessary to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record, will be deducted from the proceeds.

DELAYED PAYMENT: The owner(s) agree(s) to a post-closing refund of prorated prepaid ad-valorem taxes when applicable.

MINERAL RIGHTS: Fluid mineral and gas rights are included.

SPECIAL PROVISIONS: NONE

Control Section	Job ID	Parcel
38071	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 6-010100000		

Legal Description: MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7002, CONTROL SECTION 38071
A parcel of land in the Northwest Fractional 1/4 of Section 2, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan, more particularly described as: COMMENCING at the Southwest corner of said Section 35, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan; Thence along the South line of said Section 35, South 89°55'05" East 931.79 feet to a point on the monumented tangent line of I-94 BL (said point being South 00°21'57" East 7.62 feet from a P.I. monument); Thence along said monumented tangent and centerline, South 00°21'57" East 224.24 feet to a P.I. monument at the intersection of said centerline of I-94 BL and the centerline of Liberty Street (vacated); Thence along said centerline of Liberty Street (vacated), North 81°40'05" West 33.38 feet to the West line of said I-94 BL and the POINT OF BEGINNING; Thence continuing along said centerline of Liberty Street (vacated), North 81°40'05" West (recorded as Westerly) 13.15 feet; Thence parallel with the centerline of said I-94 BL, North 00°21'57" West (recorded as North) 116.22 feet to a point on the concrete retaining wall along the Southerly bank of the Grand River; Thence along said concrete retaining wall, South 86°29'26" East 13.03 feet to the West line of said I-94 BL; Thence along said West line, South 00°21'57" East (recorded as South) 117.33 feet to the POINT OF BEGINNING.
The lands described above in fee contain 1,518 square feet (0.035 acres), more or less.

Control Section	Job ID	Parcel
38071	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 6-010100000		

Michigan Department of Transportation (07/21)

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $2,000.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Grade

OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

Control Section	Job ID	Parcel
38071	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 6-010100000		

Michigan Department of Transportation
0648 (07/21)

WARRANTY DEED
TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
(Partial)

The Grantor(s) City of Jackson, for the sum of One Dollar and 00 cents ($0.00) convey(s) and warrant(s) to the Michigan Department of Transportation and to its successors and assigns, whose address is 425 W. Ottawa Street, P.O. Box 30050, City of Lansing, Michigan 48909, the following described real estate situated in the City of Jackson, County of Jackson, State of Michigan, commonly known as S Cooper Street described on the attached Legal Description:

See Attached Legal Description

This conveyance includes all fluid mineral and gas rights.

Control Section	Job ID	Parcel
38071	211675	7002
Owner of Record City of Jackson		
Property Tax Code 6-010100000		

Legal Description: MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7002, CONTROL SECTION 38071
A parcel of land in the Northwest Fractional 1/4 of Section 2, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan, more particularly described as: COMMENCING at the Southwest corner of said Section 35, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan; Thence along the South line of said Section 35, South 89°55'05" East 931.79 feet to a point on the monumented tangent line of I-94 BL (said point being South 00°21'57" East 7.62 feet from a P.I. monument); Thence along said monumented tangent and centerline, South 00° 21'57" East 224.24 feet to a P.I. monument at the intersection of said centerline of I-94 BL and the centerline of Liberty Street (vacated); Thence along said centerline of Liberty Street (vacated), North 81°40'05" West 33.38 feet to the West line of said I-94 BL and the POINT OF BEGINNING; Thence continuing along said centerline of Liberty Street (vacated), North 81°40'05" West (recorded as Westerly) 13.15 feet; Thence parallel with the centerline of said I-94 BL, North 00° 21'57" West (recorded as North) 116.22 feet to a point on the concrete retaining wall along the Southerly bank of the Grand River; Thence along said concrete retaining wall, South 86°29'26" East 13.03 feet to the West line of said I-94 BL; Thence along said West line, South 00°21'57" East (recorded as South) 117.33 feet to the POINT OF BEGINNING.
The lands described above in fee contain 1,518 square feet (0.035 acres), more or less.

Control Section	Job ID	Parcel
38071	211675	7002
Owner of Record City of Jackson		
Property Tax Code 6-010100000		

Dated this _____ day of _____, 20__.

Grantor Signature: _____
Grantor Name:
Grantor Title:

Grantor Signature: _____
Grantor Name:
Grantor Title:

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____; and
(Grantor Name)

by _____.
(Grantor Name)

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Timothy Dickinson, Property Analyst
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

After Recording, please return to:
University Region Real Estate
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

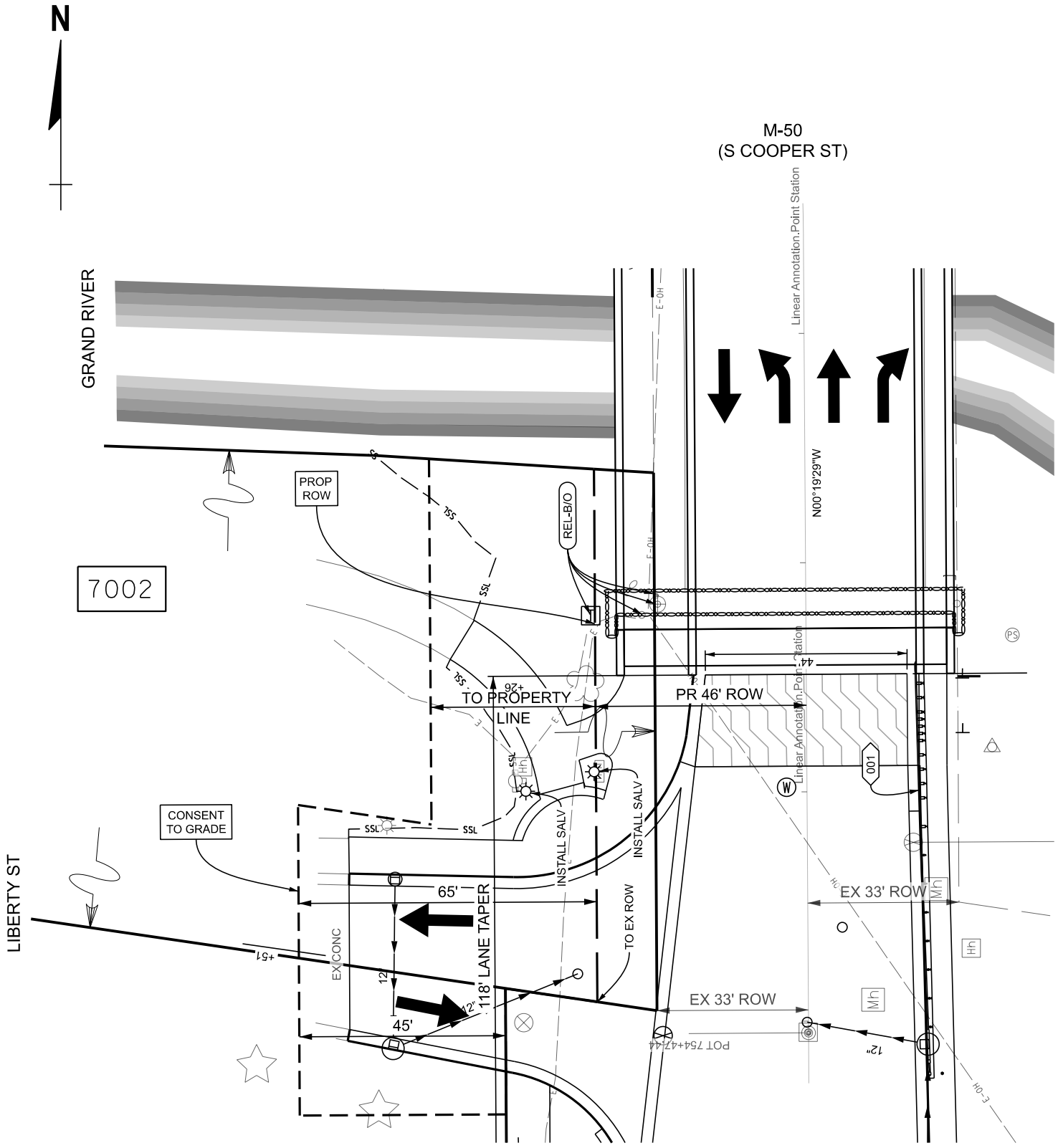
Control Section	Job ID	Parcel
38071	211675	7002
Owner of Record City of Jackson		
Property Tax Code 6-010100000		

Michigan Department
of Transportation
0640C (07/21)

CONSENT

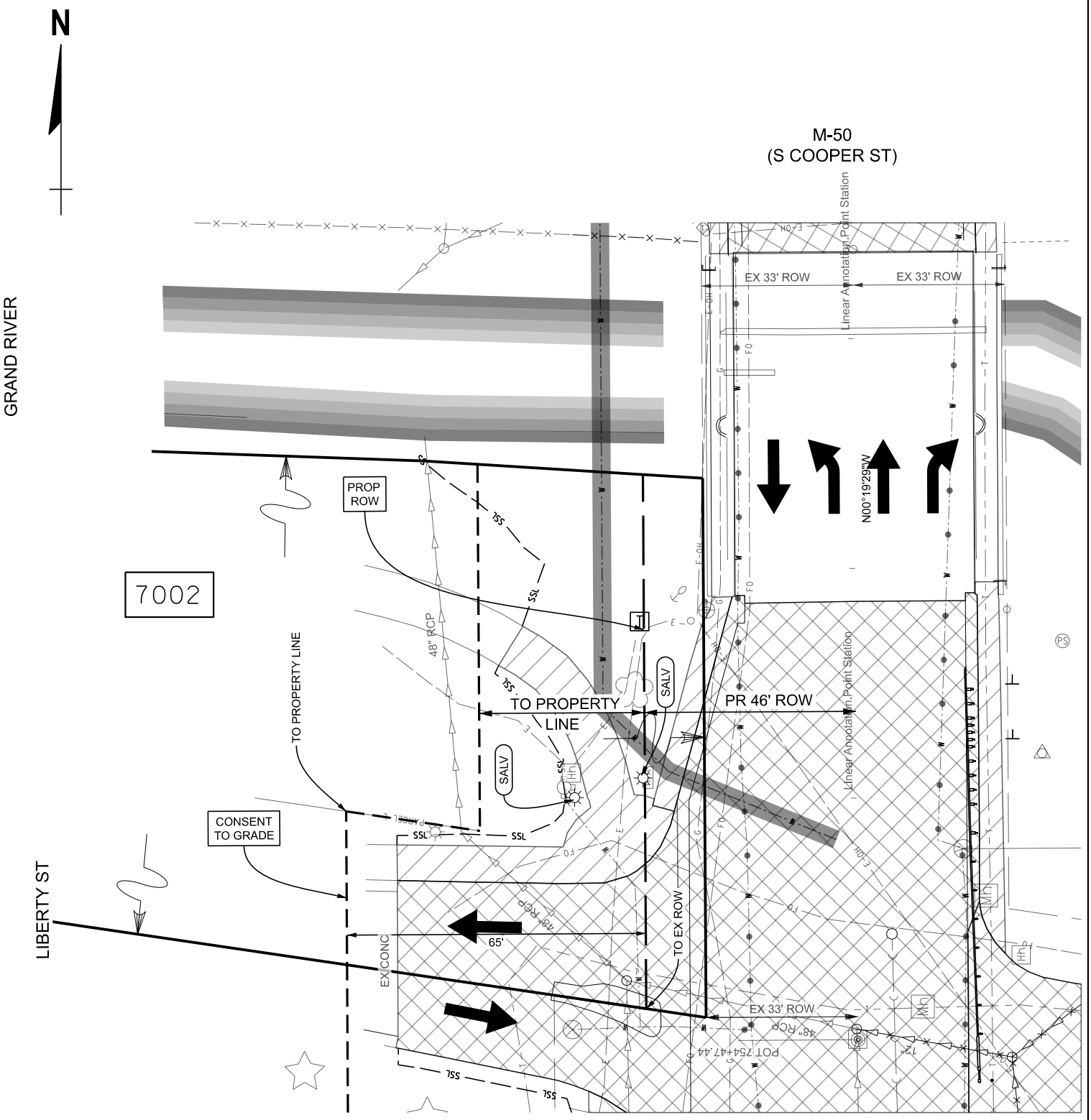
The Grantor(s) City of Jackson, for the sum of Two Thousand dollars and 00 cents ($2,000.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Grade, for transportation purposes, in over, and upon the real estate located in the City of Jackson, County of Jackson, State of Michigan, as described on the attached Legal Description; commonly known as S Cooper Street, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from start of project to completion of project.

CONTROL SECTION	JOB ID	PARCEL
38071	211675	7002
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010100000		



1,518 SF PROPOSED HIGHWAY RIGHT OF WAY
5,095 SF CONSENT TO GRADE

MDOT Michigan Department of Transportation	0 HORZ. (FT) 30	CONSTRUCTION SKETCH CITY OF JACKSON, JACKSON COUNTY	SEC 02, T 03S, R 01W CONTROL: 38071
		DRAWN BY: JW	JOB NO.: 211675
DATE: 8/14/23		REVISION: 9/25/23	PARCEL: 7002



1,518 SF PROPOSED HIGHWAY RIGHT OF WAY
5, 095 SF CONSENT TO GRADE

MDOT Michigan Department of Transportation	0 HORZ. (FT) 30	REMOVAL SKETCH CITY OF JACKSON, JACKSON COUNTY	SEC 02, T 03S, R 01W
			CONTROL: 38071
		DRAWN BY: JW	JOB NO.: 211675
DATE: 8/15/23		REVISION: 9/25/23	PARCEL: 7002

Dated this _____ day of _____, 20_____.

Grantor Signature: _____

Grantor Name: _____

Grantor Title: _____

Grantor Signature: _____

Grantor Name: _____

Grantor Title: _____

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____; and
(Grantor Name)

by _____.
(Grantor Name)

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Timothy Dickinson, Property Analyst
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

After Recording Return to:
University Region Real Estate
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

CONTROL SECTION	JOB ID	PARCEL
38071	211675	7002
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010100000		

Michigan Department
of Transportation
0631A (05/2023)

DONATION
WAIVER OF COMPENSATION

GRANTOR(S)

City of Jackson

PROPERTY ADDRESS

RIGHT(S) TO BE DONATED	
FEE-REAL PROPERTY	$6,800.00
EASEMENT(S)	
CONSENT(S)	$2,000.00
COST TO CURE	
TOTAL DONATION AMOUNT	**$8,800.00**

The undersigned Grantors(s) of the property described in the attached legal description(s), having been informed concerning the right to receive just compensation for such property, do hereby waive said right and voluntarily agree to donate such property or any part thereof, or any interest therein to the Michigan Department of Transportation.

By signing below, the Grantor(s) agree(s) with each of the following:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that I/we have the right to an appraisal/market study report and the right to accompany the appraiser during an inspection of the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Michigan Department of Transportation.

- I/We agree to donate said property/property rights and:
  - ☒ Waive just compensation and waive the right to an appraisal/market study report and property inspection.

    OR

  - ☐ Waive just compensation but request to exercise the right to an appraisal/market study report and property inspection.

X _____ X _____

Signatory - _____ Witness - _____

Date - _____ Date - _____

X _____ Date - _____

MDOT Approval Signature

CONTROL SECTION	JOB ID	PARCEL
38071	21167	7002

OWNER OF RECORD

City of Jackson

PROPERTY TAX CODE

6-01-01-00000

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Offer to Purchase

January 09, 2024

The City of Jackson
Attn: Troy R. White, Assistant City Engineer
161 W Michigan Avenue
Jackson, Michigan 49201

Dear Owner(s):

Subject: CS: 38071, JN: 211675, Parcel: 7003
Address: S Cooper Street, County: Jackson

The Michigan Department of Transportation (MDOT) has an upcoming project along M-50. We are interested in acquiring Fee Partial, Consent to Grade rights to your property located at S Cooper Street in Jackson County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Fee Partial	$2,300.00
Consent to Grade	$350.00
TOTAL	$2,650.00

Accordingly, the total amount that MDOT is offering to you is $2,650.00. Please note that this offer is valid only until 02/08/2024.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 517-257-0755 or dickinsont1@michigan.gov.

Sincerely,

Timothy Dickinson
Property Analyst
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s), EFT Instructions and Valuation Report

Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of $2,650.00 for the property described in MDOT's offer dated 01/09/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		

Michigan Department
of Transportation
0645 (08/23)

Addendum for Fee Acquisition

PRICE: The owner(s) will sell the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $2,300.00 via the appropriate instrument(s), clear of all encumbrances and subject only to easements and restrictions of record.

TITLE: The owner(s) shall not sell, convey, mortgage, or otherwise encumber the title to the property or any part thereof, or permit any act or deed to diminish the value of the property described in the attached legal description(s).

TAXES: The owner(s) shall pay all real estate taxes due and payable at the time of closing. The owner (s) shall pay any special assessment levied at the time of closing. The owner(s) shall pay any personal property taxes due and payable at the time of closing, including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with The General Property Tax, Act 206 of 1893, as amended (MCL 211.2 *et seq*.).

IMPROVEMENTS: This sale includes all buildings, structures, trees, and other improvements located within the attached fee legal description(s).

OCCUPANCY: MDOT will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of 90 days after the closing. However, if the improvements on the property are vacated after the execution of this Acceptance of the Good Faith Offer, they cannot be reoccupied. Any personal property or fixtures that have not been removed by the date specified in a Notice to Quit issued by MDOT shall be deemed abandoned and will become the property of MDOT. This provision does not apply to hazardous material.

ESCROW AGENT: The owner(s) agree(s) that AMERICAN TITLE OF JACKSON COUNTY - JACKSON (Commitment # F-186341) may act as escrow agent in closing this sale. All sums necessary to satisfy and discharge all liens, encumbrances and taxes, and to secure and record the instruments necessary to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record, will be deducted from the proceeds.

DELAYED PAYMENT: The owner(s) agree(s) to a post-closing refund of prorated prepaid ad-valorem taxes when applicable.

MINERAL RIGHTS: Fluid mineral and gas rights are included.

SPECIAL PROVISIONS: NONE

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		

Michigan Department of Transportation (11/23)

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $350.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Grade

OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		

Michigan Department of Transportation
0648 (08/23)

WARRANTY DEED
TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
(Partial)

The Grantor(s) City of Jackson, for the sum of One dollar and 00 cents ($1.00) convey(s) and warrant(s) to the Michigan Department of Transportation and to its successors and assigns, whose address is 425 W. Ottawa Street, P.O. Box 30050, City of Lansing, Michigan 48909, the following described real estate situated in the City of Jackson, County of Jackson, State of Michigan, commonly known as S Cooper Street described on the attached Legal Description: See attached Legal Description

This conveyance includes all fluid mineral and gas rights.

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		

Legal Description:

MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7003, CONTROL SECTION 38071

A parcel of land in the Northwest Fractional 1/4 of Section 2, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan, and part of the Southwest 1/4 of Section 35, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan, being part of Lot 1, Block 41 of an Extension of the Village of Jacksonburgh on the East side of Grand River (known as Ford's Extension), per the recorded plat thereof, as recorded in Liber 3 of Plats, Page 11, Jackson County Records, and more particularly described as: **COMMENCING** at the Southwest corner of said Section 35; Thence along the South line of said Section 35, South 89°55'05" East (recorded as South 89°54'24" East) 601.83 feet; Thence South 04° 46'04" West (recorded as South 04°46'45" West) 30.46 feet; Thence South 85°13'56" East (recorded as South 85°13'15" East) 147.91 feet; Thence South 88°58'27" East (recorded South 88°57'46" East), 139.32 feet to the **POINT OF BEGINNING**; Thence South 88° 58'27" East (recorded as South
88°57'46" East) 4.32 feet; Thence North 00°47'53" East (recorded as North 00°48'38" East) 66.00 feet to the North line of said Lot 1; Thence along the North line of said Lot 1, North 75°46'07" East (recorded as North 75°46'49" East) 1.25 feet to the West line of I-94 BL; Thence along said West line 74.50 feet along the arc of a 445.65 feet radius non-tangential curve to the right (said curve having a central angle of 09°34'41", subtending a chord bearing and distance of South 05°08'35" East 74.41 feet); Thence continuing along said West line of I-94 BL, South 00°21'57" East 7.08 feet to the concrete retaining wall along the North bank of the Grand River; Thence along said concrete retaining wall South 81°02'47" West 13.15 feet; Thence North 00°21'57" West 9.14 feet; Thence 7.88 feet along the arc of a 432.65 feet radius curve to the left (said curve having a central angle of 01° 02'39", subtending a chord bearing and distance of North 00°53'16" West 7.88 feet) to the **POINT OF BEGINNING**.

The lands described above in fee contain 590 square feet (0.014 acres), more or less.

Dated this _____ day of _____, 20__.

Grantor Signature: _____
Grantor Name:
Grantor Title:

Grantor Signature: _____
Grantor Name:
Grantor Title:

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____; and
(Grantor Name)

by _____.
(Grantor Name)

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Timothy Dickinson, Property Analyst
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

After Recording, please return to:
University Region Real Estate
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

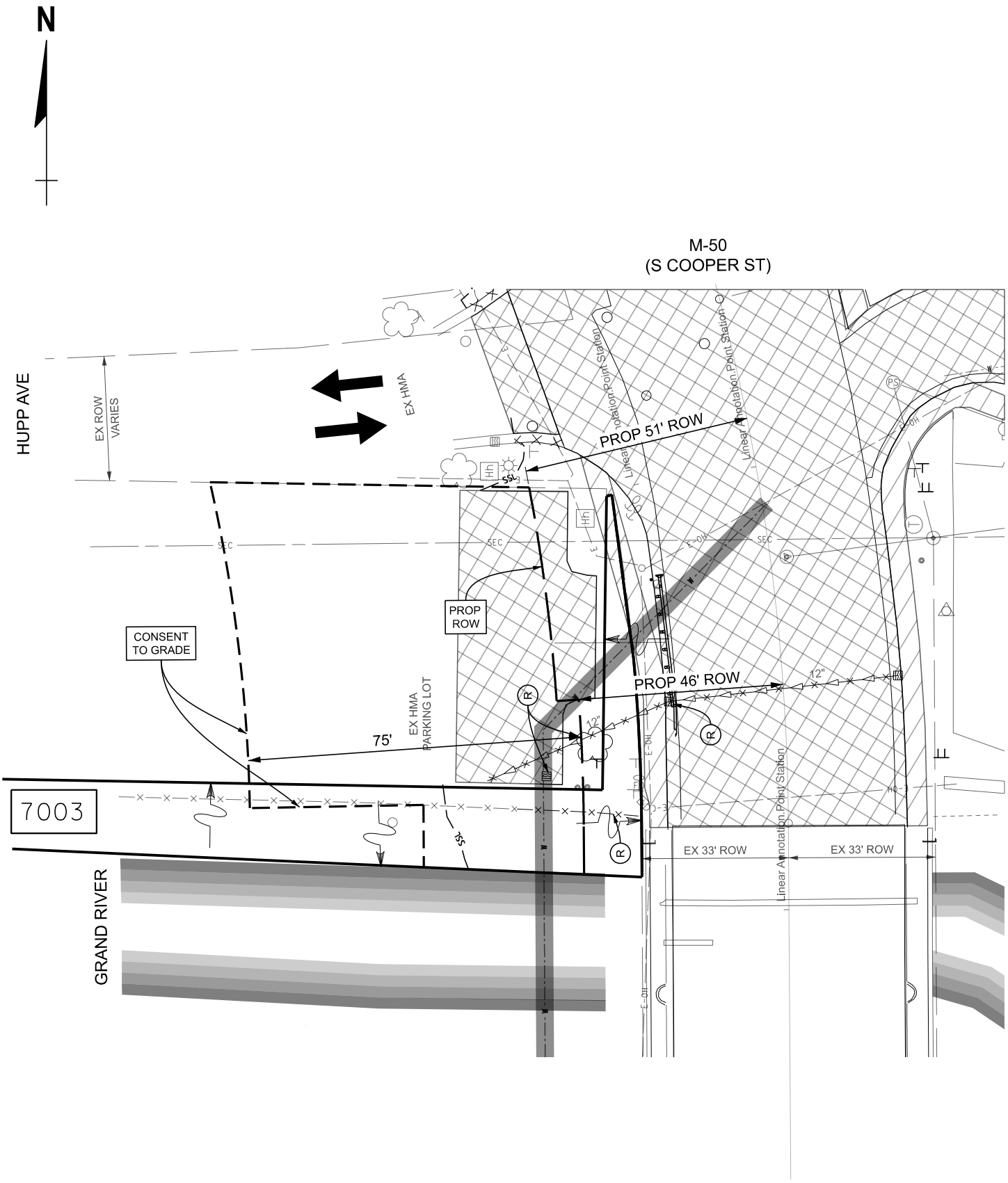
CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		

Michigan Department
of Transportation
0640C (11/23)

CONSENT

The Grantor(s) City of Jackson, for the sum of Zero dollars and 00 cents ($0.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Grade, for transportation purposes, in over, and upon the real estate located in the City of Jackson, County of Jackson, State of Michigan, as described on the attached Legal Description; commonly known as S Cooper Street, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from start of project to completion of project.

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		



590 SF PROPOSED HIGHWAY RIGHT OF WAY
859 SF CONSENT TO GRADE

MDOT Michigan Department of Transportation	0 HORZ. (FT) 30	REMOVAL SKETCH CITY OF JACKSON, JACKSON COUNTY	SEC 02, T 03S, R 01W CONTROL: 38071
		DRAWN BY: JW	JOB NO.: 211675
DATE: 9/26/23		REVISION:	PARCEL: 7003

Dated this _____ day of _____, 20_____.

Grantor Signature: _____

Grantor Name: _____

Grantor Title: _____

Grantor Signature: _____

Grantor Name: _____

Grantor Title: _____

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____; and
(Grantor Name)

by _____.
(Grantor Name)

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Timothy Dickinson, Property Analyst
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

After Recording Return to:
University Region Real Estate
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7003
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 6-010500000		

Michigan Department
of Transportation
0631A (05/2023)

DONATION
WAIVER OF COMPENSATION

GRANTOR(S)

City of Jackson

PROPERTY ADDRESS

S. Cooper St. Jackson, MI 49203 #6-010500000

RIGHT(S) TO BE DONATED	
FEE-REAL PROPERTY	$2,300.00
EASEMENT(S)	
CONSENT(S)	$350.00
COST TO CURE	
TOTAL DONATION AMOUNT	**$2,650.00**

The undersigned Grantors(s) of the property described in the attached legal description(s), having been informed concerning the right to receive just compensation for such property, do hereby waive said right and voluntarily agree to donate such property or any part thereof, or any interest therein to the Michigan Department of Transportation.

By signing below, the Grantor(s) agree(s) with each of the following:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that I/we have the right to an appraisal/market study report and the right to accompany the appraiser during an inspection of the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Michigan Department of Transportation.

- I/We agree to donate said property/property rights and:
  - ☒ Waive just compensation and waive the right to an appraisal/market study report and property inspection.

    OR

  - ☐ Waive just compensation but request to exercise the right to an appraisal/market study report and property inspection.

X _____ X _____

Signatory - _____ Witness - _____

Date - _____ Date - _____

X _____ Date - _____

MDOT Approval Signature

CONTROL SECTION	JOB ID	PARCEL
38071	211675	7003

OWNER OF RECORD

City of Jackson

PROPERTY TAX CODE

6-010500000

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Offer to Purchase

January 09, 2024

City of Jackson
Attn: Troy R. White, Assistant City Engineer
161 W Michigan Avenue
Jackson, Michigan 49201

Dear Owner(s):

Subject: CS: 38071, JN: 211675, Parcel: 7007
Address: 300 S Cooper Street, County: Jackson

The Michigan Department of Transportation (MDOT) has an upcoming project along M-50. We are interested in acquiring Consent to Grade rights to your property located at 300 S Cooper Street in Jackson County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Consent to Grade	$600.00
TOTAL	$600.00

Accordingly, the total amount that MDOT is offering to you is $600.00. Please note that this offer is valid only until 02/08/2024.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 517-257-0755 or dickinsont1@michigan.gov.

Sincerely,

Timothy Dickinson
Property Analyst
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s), EFT Instructions and Valuation Report

Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of $600.00 for the property described in MDOT's offer dated 01/09/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7007
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 5-027000		

Michigan Department of Transportation (11/23)

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $600.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Grade

OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7007
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 5-027000		

Michigan Department
of Transportation
0640C (11/23)

CONSENT

The Grantor(s) City of Jackson, for the sum of Zero dollars and 00 cents ($0.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Grade, for transportation purposes, in over, and upon the real estate located in the City of Jackson, County of Jackson, State of Michigan, as described on the attached Legal Description; commonly known as 300 S Cooper Street, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from start of project to completion of project. See Plans

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7007
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 5-027000		

Signature:

Signatory Name: _____ Signed Date: _____

Signatory Title: _____

Witness Signature: _____

Witness Name: _____ Witness Date: _____

_____

Signature:

Signatory Name: _____ Signed Date: _____

Signatory Title: _____

Witness Signature: _____

Witness Name: _____ Witness Date: _____

_____

CONTROL SECTION	JOB NUMBER	PARCEL
38071	211675	7007
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 5-027000		

Michigan Department
of Transportation
0631A (05/2023)

DONATION
WAIVER OF COMPENSATION

GRANTOR(S)

City of Jackson

PROPERTY ADDRESS

300 S. Cooper St. Jackson, MI 49201

RIGHT(S) TO BE DONATED	
FEE-REAL PROPERTY	
EASEMENT(S)	
CONSENT(S)	$600.00
COST TO CURE	
TOTAL DONATION AMOUNT	**$600.00**

The undersigned Grantors(s) of the property described in the attached legal description(s), having been informed concerning the right to receive just compensation for such property, do hereby waive said right and voluntarily agree to donate such property or any part thereof, or any interest therein to the Michigan Department of Transportation.

By signing below, the Grantor(s) agree(s) with each of the following:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that I/we have the right to an appraisal/market study report and the right to accompany the appraiser during an inspection of the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Michigan Department of Transportation.

- I/We agree to donate said property/property rights and:
  - ☒ Waive just compensation and waive the right to an appraisal/market study report and property inspection.

    OR

  - ☐ Waive just compensation but request to exercise the right to an appraisal/market study report and property inspection.

X _____ X _____

Signatory - _____ Witness - _____

Date - _____ Date - _____

X _____ Date - _____

MDOT Approval Signature

CONTROL SECTION	JOB ID	PARCEL
38071	211675	7007

OWNER OF RECORD

City of Jackson

PROPERTY TAX CODE

5-027000000

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Easements for Replacement of Glick Hwy. Bridge over Grand River.

Recommendation:

> Approve and waive compensation for easements to the Michigan Department of Transportation for the rehabilitation of the Glick Highway bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report from Jon Dowling, City Engineer regarding the referenced easements.

I recommend approval. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Jon Dowling, Engineer

DATE: April 16, 2024

RECOMMENDATION: Approve and waive compensation for easements to the Michigan Department of Transportation for the rehabilitation of the Glick Highway bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The Michigan Department of Transportation (MDOT) is preparing a project to rehabilitate the Glick Highway bridge over the Grand River by replacing the deck, resurfacing the pavement and repairing the sidewalk. The current bridge was constructed in 1965 and it in need of heavy maintenance to ensure reliable use of the bridge and extend its service life.

During the preparation of the project, it was determined that a portion of the bridge extends into the parcel on the south side of the bridge that is controlled by the City of Jackson. For the entire width of the bridge to sit on land that is controlled by MDOT, MDOT needs to acquire the impacted sliver of city-owned land. Additionally, MDOT needs to obtain a temporary grading permit to do repairs on the sidewalk adjacent to the city-owned parcel. MDOT requests are as follows:

1. Parcel 1-0069 (Farmers Market and Parking Lot 5): MDOT has requested to permanently acquire piece of land that is 5-feet wide along the south side of Glick Highway and extends across the river from 25 feet west of the west abutment wall to east abutment wall
2. Parcel 1-0069 (Farmers Market and Parking Lot 5): MDOT has requested a temporary grading permit that is 8-feet wide along the south side of Glick Highway that extends from the west property line to the top of the west river bank.
3. Parcel 1-0069 (Farmers Market and Parking Lot 5): MDOT has requested a temporary grading permit that is 8-feet wide along the south side of Glick Highway that extends from the top of the east river bank to the east property line.

The granting of these easements will have minimal impact on the City's use of these parcels

and will benefit the City with a rehabilitated bridge that will provide reliability for motorists and sidewalks for pedestrians that meet current standards of the Americans with Disabilities Act (ADA).

DESCRIBE THE CONSEQUENCES

If the City of Jackson does not grant the requested easements, the rehabilitation will not proceed as it will not be eligible for federal funding.

OWNERSHIP

- Although the replacement bridge is on a street that is controlled by MDOT and not the City of Jackson, it will provide a benefit to the City of Jackson as it will ensure a reliable river crossing for decades to come.
- There is no additional cost to the City for the construction of the sidewalk repairs at the bridge or the granting of the requested easements.

SOLUTION

The approval of the acquisition and easement grant requests will allow the construction of MDOT's bridge rehabilitation
project to proceed.

FACILITATE IMPLEMENTATION

Approve and waive compensation for easements to the Michigan Department of Transportation for the rehabilitation of the Glick Highway bridge over the Grand River, authorize the City Engineer to make minor revisions and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. Engineering Easements attachment for Glick Hwy Bridge

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Offer to Purchase

January 8, 2024

The City of Jackson
Attn: Troy R. White, Assistant City Engineer
114 W Pearl Street
Jackson, Michigan 49201

Dear Owner(s):

Subject: CS: 38083, JN: 211675, Parcel: 7002
Address: 114 W Pearl Street, County: Jackson

The Michigan Department of Transportation (MDOT) has an upcoming project along M-50. We are interested in acquiring Fee Partial, Consent to Grade rights to your property located at 114 W Pearl Street in Jackson County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Fee Partial	$1,400.00
Consent to Grade	$300.00
TOTAL	$1,700.00

Accordingly, the total amount that MDOT is offering to you is $1,700.00. Please note that this offer is valid only until 02/08/2024.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 517-257-0755 or dickinsont1@michigan.gov.

Sincerely,

Timothy Dickinson
Property Analyst
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s), EFT Instructions and Valuation Report

Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of $1,700.00 for the property described in MDOT's offer dated 01/08/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Control Section	Job ID	Parcel
38083	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 1-006900000		

Michigan Department
of Transportation
0645 (07/21)

Addendum for Fee Acquisition

PRICE: The owner(s) will sell the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $1,400.00 via the appropriate instrument(s), clear of all encumbrances and subject only to easements and restrictions of record.

TITLE: The owner(s) shall not sell, convey, mortgage, or otherwise encumber the title to the property or any part thereof, or permit any act or deed to diminish the value of the property described in the attached legal description(s).

TAXES: The owner(s) shall pay all real estate taxes due and payable at the time of closing. The owner (s) shall pay any special assessment levied at the time of closing. The owner(s) shall pay any personal property taxes due and payable at the time of closing, including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with The General Property Tax, Act 206 of 1893, as amended (MCL 211.2 *et seq*.).

IMPROVEMENTS: This sale includes all buildings, structures, trees, and other improvements located within the attached fee legal description(s).

OCCUPANCY: MDOT will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of 90 days after the closing. However, if the improvements on the property are vacated after the execution of this Acceptance of the Good Faith Offer, they cannot be reoccupied. Any personal property or fixtures that have not been removed by the date specified in a Notice to Quit issued by MDOT shall be deemed abandoned and will become the property of MDOT. This provision does not apply to hazardous material.

ESCROW AGENT: The owner(s) agree(s) that AMERICAN TITLE OF JACKSON COUNTY - JACKSON (Commitment # F-186343) may act as escrow agent in closing this sale. All sums necessary to satisfy and discharge all liens, encumbrances and taxes, and to secure and record the instruments necessary to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record, will be deducted from the proceeds.

DELAYED PAYMENT: The owner(s) agree(s) to a post-closing refund of prorated prepaid ad-valorem taxes when applicable.

MINERAL RIGHTS: Fluid mineral and gas rights are included.

SPECIAL PROVISIONS: NONE

Control Section	Job ID	Parcel
38083	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 1-006900000		

Legal Description: MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7002, CONTROL SECTION 38083
Part of Lot 9 of Block 2 North, Range 1 East of the "Original Plat of the Village of Jacksonburg" as recorded in Liber 10 of Deeds, Page 608, Jackson County Records. Being located in Southeast 1/4 of the Southeast 1/4 of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan, described as: COMMENCING at the Northwest corner of said Lot 9; Thence North 89°36'11" East (recorded as East) along the North line of said Lot 9 (also the South line of I-94 BL), 52.20 feet to the POINT OF BEGINNING; Thence continuing North 89°36'11" East (recorded as East) along the North line of said Lot 9, 63.70 feet to a point which bears South 89°36'11" West (recorded as South 89° 36'27" West) along the South line of I-94 BL, 155.36 feet from the Southwest corner of I-94 BL and Mechanic Streets; Thence South 75° 33'29" East (recorded as South 75°33'08" East) along the South line of I-94 BL, 7.85 feet; Thence at right angles to the South line of I-94 BL, South 14°26'31" West 5.00 feet; Thence North 75°33'29" West along a line 5 feet South of and parallel with the South line of I-94 BL, 7.20 feet; Thence South 89°36'11" West along a line 5 feet South of and parallel with the North line of said Lot 9, 63.06 feet; Thence North 00°14'07" West (recorded as North) parallel with the West line of said Lot 9, 5.00 feet to the POINT OF BEGINNING.
The lands described above in fee contain 355 square feet (0.008 acres), more or less.

Control Section	Job ID	Parcel
38083	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 1-006900000		

Michigan Department of Transportation (07/21)

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $300.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Grade

OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

Control Section	Job ID	Parcel
38083	211675	7002
Owner Of Record City of Jackson		
Property Tax Code 1-006900000		

Michigan Department of Transportation
0648 (07/21)

WARRANTY DEED
TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
(Partial)

The Grantor(s) City of Jackson, for the sum of One dollar and 00 cents ($1.00) convey(s) and warrant(s) to the Michigan Department of Transportation and to its successors and assigns, whose address is 425 W. Ottawa Street, P.O. Box 30050, City of Lansing, Michigan 48909, the following described real estate situated in the City of Jackson, County of Jackson, State of Michigan, commonly known as 114 W Pearl Street described on the attached Legal Description:

See attached Legal Description.

This conveyance includes all fluid mineral and gas rights.

Control Section	Job ID	Parcel
38083	211675	7002
Owner of Record City of Jackson		
Property Tax Code 1-006900000		

Legal Description: MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7002, CONTROL SECTION 38083
Part of Lot 9 of Block 2 North, Range 1 East of the "Original Plat of the Village of Jacksonburg" as recorded in Liber 10 of Deeds, Page 608, Jackson County Records. Being located in Southeast 1/4 of the Southeast 1/4 of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan, described as: COMMENCING at the Northwest corner of said Lot 9; Thence North 89° 36'11" East (recorded as East) along the North line of said Lot 9 (also the South line of I-94 BL), 52.20 feet to the POINT OF BEGINNING; Thence continuing North 89°36'11" East (recorded as East) along the North line of said Lot 9, 63.70 feet to a point which bears South 89'36'11" West (recorded as South 89°36'27" West) along the South line of I-94 BL, 155.36 feet from the Southwest corner of I-94 BL and Mechanic Streets; Thence South 75°33'29" East (recorded as South 75°33'08" East) along the South line of I-94 BL, 7.85 feet; Thence at right angles to the South line of I-94 BL, South 14°26'31" West 5.00 feet; Thence North 75°33'29" West along a line 5 feet South of and parallel with the South line of I-94 BL, 7.20 feet; Thence South 89°36'11" West along a line 5 feet South of and parallel with the North line of said Lot 9, 63.06 feet; Thence North 00°14'07" West (recorded as North) parallel with the West line of said Lot 9, 5.00 feet to the POINT OF BEGINNING.
The lands described above in fee contain 355 square feet (0.008 acres), more or less.

Control Section	Job ID	Parcel
38083	211675	7002
Owner of Record City of Jackson		
Property Tax Code 1-006900000		

Dated this _____ day of _____, 20__.

Grantor Signature: _____
Grantor Name:
Grantor Title:

Grantor Signature: _____
Grantor Name:
Grantor Title:

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____; and
(Grantor Name)

by _____.
(Grantor Name)

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Timothy Dickinson, Property Analyst
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

After Recording, please return to:
University Region Real Estate
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

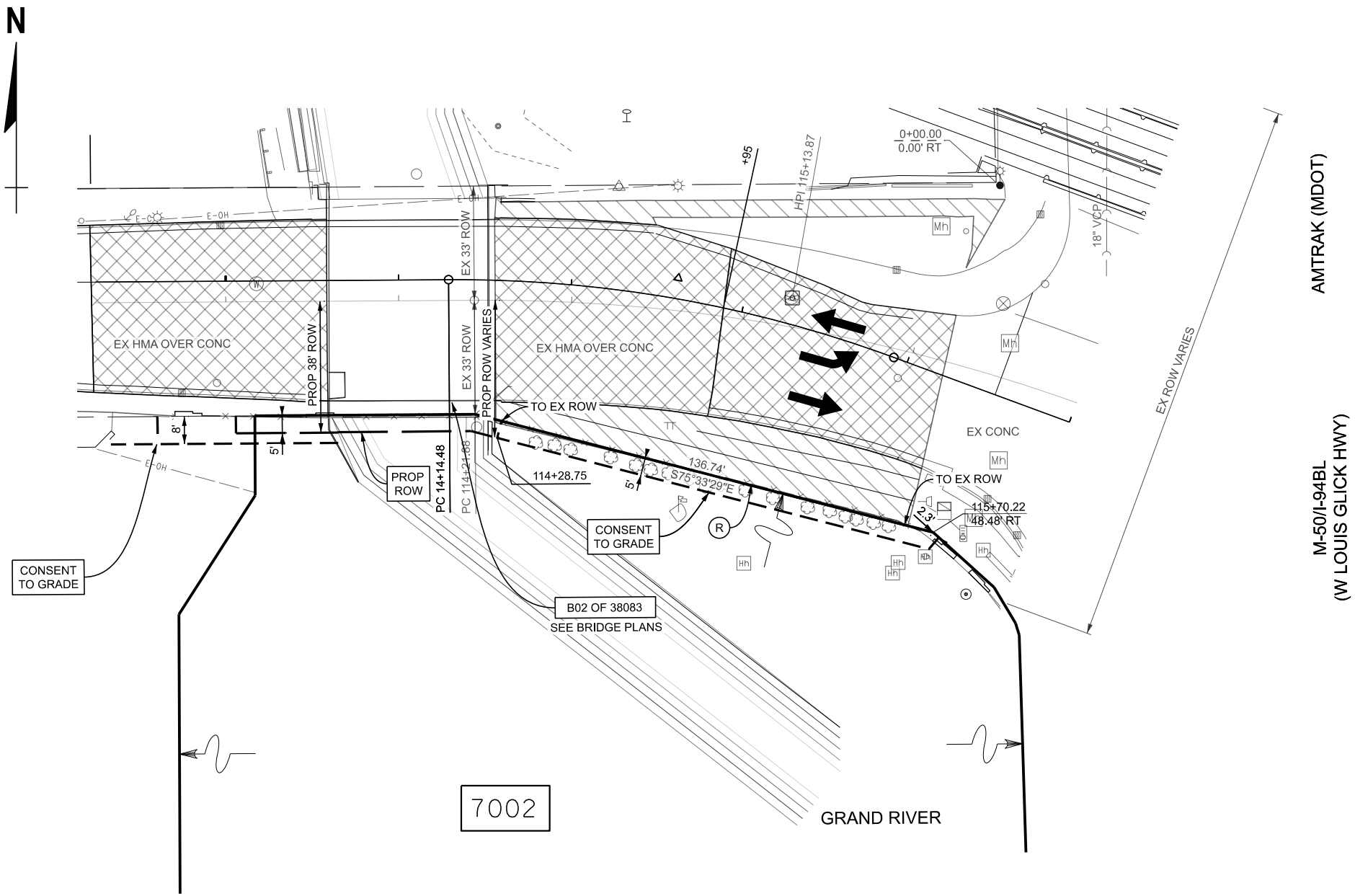
Control Section	Job ID	Parcel
38083	211675	7002
Owner of Record City of Jackson		
Property Tax Code 1-006900000		

Michigan Department
of Transportation
0640C (07/21)

CONSENT

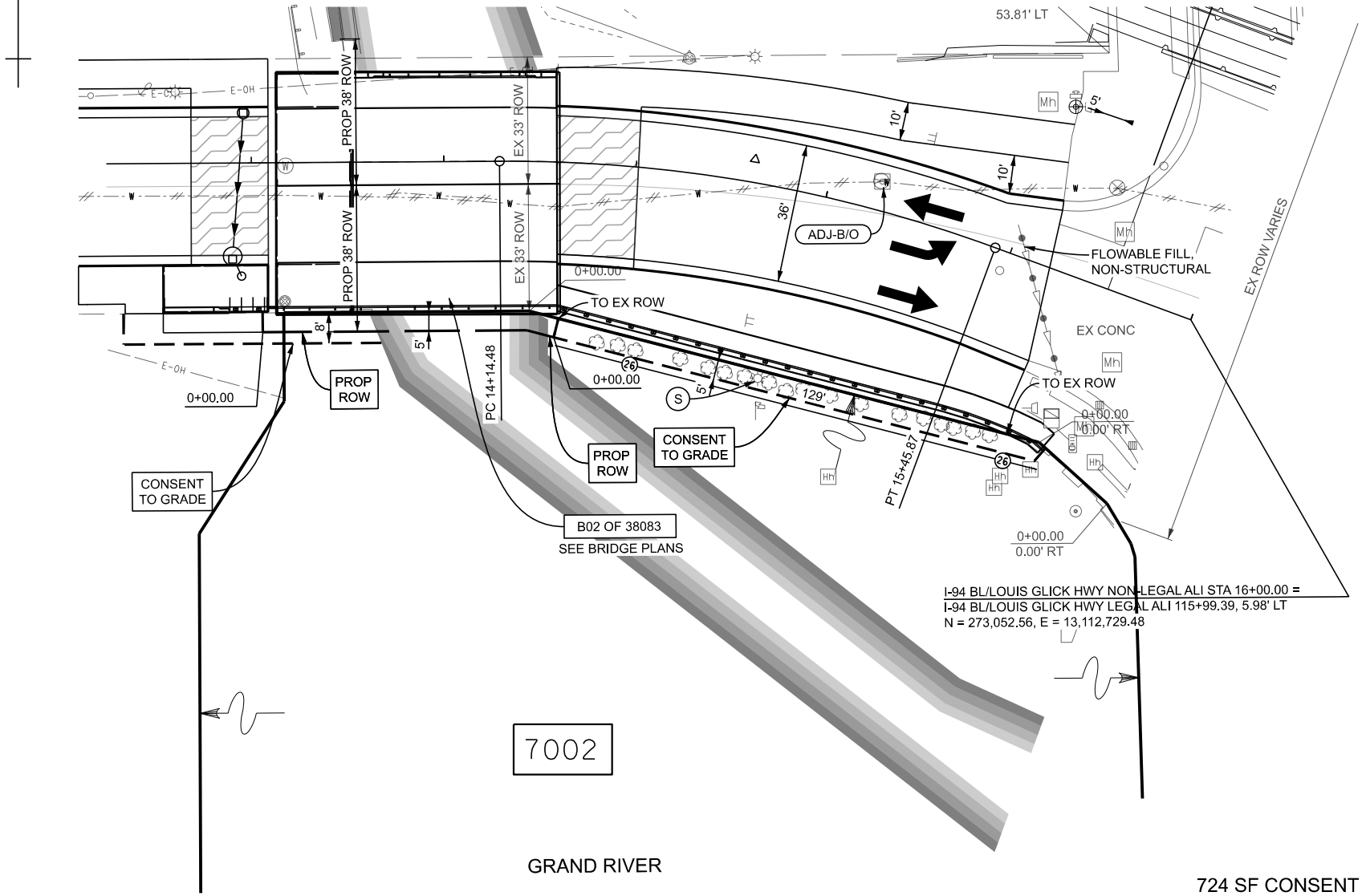
The Grantor(s) City of Jackson, for the sum of Zero dollars and 00 cents ($00.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Grade, for transportation purposes, in over, and upon the real estate located in the City of Jackson, County of Jackson, State of Michigan, as described on the attached Legal Description; commonly known as 114 W Pearl Street, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from start of project to completion of project.

CONTROL SECTION	JOB ID	PARCEL
38083	211675	7002
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 1-006900000		



724 SF CONSENT TO GRADE
355 SF PROPOSED HIGHWAY RIGHT OF WAY

MDOT Michigan Department of Transportation	0 HORZ. (FT) 40	REMOVAL SKETCH CITY OF JACKSON, JACKSON COUNTY	SEC 34, T 02S, R 01W CONTROL: 38083
DATE: 8/21/23		DRAWN BY: JW REVISION: 12/6/23	JOB NO.: 211675 PARCEL: 7002



724 SF CONSENT TO GRADE
355 SF PROPOSED HIGHWAY RIGHT OF WAY

MDOT Michigan Department of Transportation	0 HORZ. (FT) 40	CONSTRUCTION SKETCH CITY OF JACKSON, JACKSON COUNTY	SEC 34, T 02S, R 01W CONTROL: 38083
		DRAWN BY: JW	JOB NO.: 211675
DATE: 8/21/23		REVISION: 9/22/23, 11/8/23	PARCEL: 7002

Dated this _____ day of _____, 20_____.

Grantor Signature: _____

Grantor Name: _____

Grantor Title: _____

Grantor Signature: _____

Grantor Name: _____

Grantor Title: _____

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____; and
(Grantor Name)

by _____.
(Grantor Name)

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Timothy Dickinson, Property Analyst
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

After Recording Return to:
University Region Real Estate
Michigan Department of Transportation
4701 W. Michigan Ave.
Jackson, MI 49201

CONTROL SECTION	JOB ID	PARCEL
38083	211675	7002
OWNER OF RECORD City of Jackson		
PROPERTY TAX CODE 1-006900000		

Michigan Department
of Transportation
0631A (05/2023)

DONATION
WAIVER OF COMPENSATION

GRANTOR(S)

City of Jackson

PROPERTY ADDRESS

114 W. Pearl St. Jackson, MI 49201

RIGHT(S) TO BE DONATED	
FEE-REAL PROPERTY	$1,400.00
EASEMENT(S)	
CONSENT(S)	$300.00
COST TO CURE	
TOTAL DONATION AMOUNT	**$1,700.00**

The undersigned Grantors(s) of the property described in the attached legal description(s), having been informed concerning the right to receive just compensation for such property, do hereby waive said right and voluntarily agree to donate such property or any part thereof, or any interest therein to the Michigan Department of Transportation.

By signing below, the Grantor(s) agree(s) with each of the following:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that I/we have the right to an appraisal/market study report and the right to accompany the appraiser during an inspection of the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- The decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Michigan Department of Transportation.

- I/We agree to donate said property/property rights and:
  - ☒ Waive just compensation and waive the right to an appraisal/market study report and property inspection.

    OR

  - ☐ Waive just compensation but request to exercise the right to an appraisal/market study report and property inspection.

X _____ X _____

Signatory - _____ Witness - _____

Date - _____ Date - _____

X _____ Date - _____

MDOT Approval Signature

CONTROL SECTION	JOB ID	PARCEL
38083	211675	7002

OWNER OF RECORD

City of Jackson

PROPERTY TAX CODE

1-006900000

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Consider amendment of Section 14.413(5) and amended NOORPR Resolution as recommended by the office of City Attorney and to align with the policy and practice of the Department of Community Development.

Recommendation:

Adopt for first reading an amendment to Sec. 14.413(5) of the City Code of Ordinances and adopt corrective Resolution amending certain provisions of the non-owner occupied residential property registration (NOORPR) and housing code inspections rate Resolution of November 23, 2021.

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Matthew M. Hagerty, City Attorney

DATE: April 8, 2024

RECOMMENDATION: Adopt for first reading an amendment to Sec. 14.413(5) of the City Code of Ordinances and adopt corrective Resolution amending certain provisions of the non-owner occupied residential property registration (NOORPR) and housing code inspections rate Resolution of November 23, 2021.

ISSUE STATEMENT

Consider amendment of Section 14.413(5) and amended NOORPR Resolution as recommended by the office of City Attorney and to align with the policy and practice of the Department of Community Development.

DESCRIBE THE CONSEQUENCES

Adoption of the ordinance revision and Resolution will ensure that there is no inconsistency between the internal procedures and practice of the City's Department of Community Development and the Council-adopted Resolution and ordinance provision.

OWNERSHIP

Amending the ordinance and Resolution as recommended is consistent with the Community Development Department's policy related to NOORPR .

SOLUTION

Amendment of the ordinance and adoption of the Resolution will align with the policy and procedures of the Community Development Department and ensure consistency in application and enforcement.

FACILITATE IMPLEMENTATION

Adopt for first reading amendment to Sec. 14.413(5) of the City Code of Ordinances and adopt corrective Resolution amending certain provisions of the non-owner occupied residential property registration (NOORPR) and housing code inspections rate Resolution of November 23, 2021.

ORIGINAL:

Sec. 14-413. Fees and charges.

All fees applicable to this article shall be set from time to time by resolution of the city council and shall include at a minimum:

(1) An annual registration fee charged to the owner at the time of registration of the foreclosed, vacant or abandoned property;

(2) A failure to register fee charged to the owner for failing to register the foreclosed, vacant or abandoned property as required by this article;

(3) A monthly monitoring fee charged to the owner for periodic inspections by the department of neighborhood and economic operations to assure continuing compliance with this article. A non-refundable payment of the first three (3) months of monitoring fees shall be prepaid by the owner at the time of registration;

(4) An inspection fee charged to the owner for any inspection caused by the owner's failure to comply with the maintenance and security duties set forth in this article; and

(5) Administrative charges may also be charged to the owner for title searches, boarding and securing, removal of rubbish and debris and preparation for prosecution.

All fees collected from the foreclosed, vacant or abandoned property registry shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred into the general operating fund for any reason.

(Ord. No. 2022-05, §§ 1, 2, 7-12-22)

REDLINED:

Sec. 14-413. Fees and charges.

All fees applicable to this article shall be set from time to time by resolution of the city council and shall include at a minimum:

(1) An annual registration fee charged to the owner at the time of registration of the foreclosed, vacant or abandoned property;

(2) A failure to register fee charged to the owner for failing to register the foreclosed, vacant or abandoned property as required by this article;

(3) A monthly monitoring fee charged to the owner for periodic inspections by the department of neighborhood and economic operations to assure continuing compliance with this article. A non-refundable payment of the first three (3) months of monitoring fees shall be prepaid by the owner at the time of registration;

(4) An inspection fee charged to the owner for any inspection caused by the owner's failure to comply with the maintenance and security duties set forth in this article; and

(5) Administrative charges may also be charged to the owner for ~~search warrants,~~ title searches, boarding and securing, removal of rubbish and debris and preparation for prosecution.

All fees collected from the foreclosed, vacant or abandoned property registry shall be placed in a housing code enforcement fund. No part of the funds held in the housing code enforcement fund may be transferred into the general operating fund for any reason.

(Ord. No. 2022-05, §§ 1, 2, 7-12-22)

A CORRECTIVE RESOLUTION AMENDING AND RESTATING THE RATES FOR NON-OWNER OCCUPIED RESIDENTIAL PROPERTY HOUSING CODE INSPECTIONS AND REGISTRATION BY THE CITY COUNCIL:

WHEREAS, the City of Jackson Community Development Department utilizes a flat user rate for inspections and City Council modified the fees associated with non-owner occupied residential property registrations and for development agreements commencing with the 2022-2023 fiscal year by Resolution adopted on November 23, 2021; and,

WHEREAS, on June 14, 2022 the City Council subsequently adopted an amended Resolution clarifying the fees contained in the November 23, 2021 Resolution;

WHEREAS, the City Council seeks to further amend certain provisions of the November 23, 2021 Resolution as set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the two following quoted provisions as set forth in November 23, 2021 Resolution shall be amended to read as follows:

"**IT IS ALSO RESOLVED** that the fee for an inspection conducted under the authorization of an administrative search warrant shall be the applicable inspection fee."

"**IT IS ALSO RESOLVED** that in the event that a property owner, agent, or occupant fails to appear at a properly scheduled and noticed inspection, the City of Jackson shall charge a fee of $150."

BE IT FURTHER RESOLVED that all other provisions set forth in the November 23, 2021 Resolution, as amended on June 14, 2022, except as modified hereby, remain in full force and effect.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on the 16th day of April, 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the seal of the City of Jackson, Michigan, on this ___ day of April, 2024.

_____

Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: 2024-2027 Labor Agreement between the City of Jackson and the POLC Supervisors Unit Jackson Division

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Recommendation:

Approve the 2024-2027 Labor Agreement between the City of Jackson and the POLC Supervisors Unit Jackson Division

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene

FROM: Doria LaPorte

DATE: April 5, 2024

RECOMMENDATION: Approve the 2024-2027 Labor Agreement between the City of Jackson and the POLC Supervisors Unit Jackson Division

ISSUE STATEMENT

This memorandum is to advise the Council that management's discussions with the Police Officers Labor Council Supervisory Unit for a negotiated labor contract have ended with achieving a negotiated labor contract for the years 2024-2027.

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the Police Officers Labor Council Supervisory Unit (POLC S) contract expires at the end of June 2024. The POLC S unit represents the city's nine (9) employees in the following classifications:

- Police Lieutenant (2)
- Police Sergeant (7)

As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. City staff and union members from the POLC S bargaining unit have found common ground for a settlement on a contract that spans three (3) years. At this time, staff is asking the Council to consider the draft contract for the POLC S unit whose members have voted to accept the proposed terms and conditions.

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

The City of Jackson has four collective bargaining units. The City works with representatives of each unit to negotiate the terms of an agreement which lay out conditions of employment. This agreement is then

brought to the respective union members for a vote, and sent to the City Council for review, discussion, and approval. Of those four bargaining units, the Police Officers Labor Council Supervisory Unit (POLC S) contract expires at the end of June 2024. The POLC S unit represents the city's nine (9) employees in the following classifications:

- Police Lieutenant (2)
- Police Sergeant (7)

Management has been engaged actively with the Police Officers Labor Council Supervisory Unit for several months to achieve a mutually agreeable labor contract for our supervisory police officers. Within the past week the parties arrived at mutually agreeable language for all of the contract articles, which included a wage package that would keep our supervisory officers within the 75th percentile of the top paid supervisory police departments in Michigan in relation to our identified comparable cities per GovHR and other enhancements to the supervisory police officer's working conditions.

City staff and union members from the POLC S bargaining unit have found common ground for a settlement on a contract that spans three (3) years.

As part of the negotiation process, staff and union representatives looked at both internal and external market comparisons regarding wages and benefits. The City's compensation policy objectives include:

- Internal Equity - maintaining a compensation and benefit package that is as consistent as possible between the City's four union and non-union groups.
- External Equity- maintaining compensation and benefits packages that are equivalent to comparable cities for comparable positions.

The following are the substantive changes to the current terms:

- Contract Duration: Term of 3 years from 7/1/2024 – 6/30/2027
- Wages: Cost of Living Adjustment of 1.5% effective April 1, 2024, 2.5% effective July 1, 2024, 3% effective July 1, 2025, and 3% effective July 1, 2026; to include a lumpsum signing bonus to each POLC S unit member in the amount of $1,500 upon contract ratification.
- Overtime/Compensatory Time: Compensatory time parameters increased from 84 hours to 120 hours. This increase will allow union members the option of accruing 120 hours instead of overtime pay. The contract remains unchanged in that only 84 hours of compensatory can go towards an employee's final average compensation for pension calculation.
- Holidays: Juneteenth (June 19) recognized as an additional paid holiday.
- Insurance: Spousal participation in the City wellness program, termination of participation in annual cotinine testing.
- Sick Leave: Parameters for unit members' sick leave payout upon retirement further defined. Current sick leave payout is different for employees depending on when they were promoted into the bargaining unit. The negotiated change will put all bargaining unit employees under the same sick leave payout language. The maximum payout an employee can receive remains unchanged.

- Work Day, Work Week and Exempt Classification Hours: Definition now includes the option of a half hour unpaid lunch or one-hour unpaid lunch. The language change properly outlines the practice that has been in place for several years.

SOLUTION

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

FACILITATE IMPLEMENTATION

Staff recommends approval of the 2024-2027 POLC S unit contract terms.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 16, 2024

SUBJECT: Conduct closed session pursuant to MCL 15.268(e) concerning specific pending litigation in Jackson County Circuit Court Case No. 23-2632-NI

Recommendation:

Conduct closed session pursuant to MCL 15.268(e) concerning specific pending litigation in Jackson County Circuit Court Case No. 23-2632-NI