



AGENDA - CITY COUNCIL

Tuesday, April 15, 2025

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

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

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

A. Jackson Housing Commission Annual Report
Arturo Puckerin, Executive Director

B. A proclamation declaring the week of April 14-20, 2025 as National Public Safety Telecommunicators Week

C. A proclamation declaring April 28, 2025 as Workers Memorial Day in the City of Jackson

6. PUBLIC HEARINGS.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

- A. Minutes of the March 11, 2025, Regular Meeting of the Jackson City Council
- B. Minutes of the March 26, 2025, Special Meeting of the Jackson City Council
Approve the meeting minutes from the March 26, 2025, Special Meeting of the Jackson City Council
- C. Resolution -Rescindment of Resolution No. 2025-15 Pay to Park
Adopt the resolution formally rescinding Resolution No. 2025-15
- D. Resolution - 1200 Block of Deyo Alley Vacation
Approve a resolution granting the vacation of an alley in the 1200 block of Deyo Street as recommended by the City of Jackson Planning Commission.
- E. Resolution - Non-profit recognition for Anonymous Aid Network
Approve a resolution recognizing Anonymous Aid Network as a non-profit organization for the purposes of obtaining a charitable gaming license through the State of Michigan.
- F. Appointments to Downtown Development Authority
Approval of the Mayor's recommendation to appoint Sara Toler and Michelle Moore to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2029.
- G. City of Jackson, Michigan Financial Statements for the Eight Months Ended February 28, 2025
- H. Receipt of transfer of ownership conditional license at 1910 E Michigan Avenue- MMG Jackson MI LLC
Receipt of Acknowledgment Letter from Michigan Liquor Control Commission for transfer application with Sunday Sales Permit (AM), Beer & Wine Tasting Permit and Gas Pumps issued under MCL 436.1541(6) 5' (inside) from GPM Southeast, LLC. The MLCC provides an opportunity for the Local Governmental Unit to submit an opinion or the application or advise of any local non-compliance issues. Chief Simpson has had the matter reviewed and has no issues with the transfer.
- I. Receipt of transfer of ownership conditional license at 846 N West Avenue - MMG Jackson MI LLC
- J. Special Event Application: Bike Night at Bella Notte

Approve a request from Bella Notte to host the Bike Night at Bella Notte, Tuesdays (3/18/25-10/28/25), in downtown Jackson.

- K. Special Event Application: 2nd Annual Blessing of the Bikes

Approve a request from the Bikers Against Bullies to host the 2nd Annual Blessing of the Bikes on May 3, 2025, in downtown Jackson.

- L. Special Event Application: Charcuterie Boardwalk 2025

Approve a request from the Jackson DDA to host the Charcuterie Boardwalk on May 15, 2025, in downtown Jackson.

- M. Special Event Application: Ride of Silence

Approve a request from the Cascades Cycling Club of Jackson to host the Ride of Silence on May 21, 2025, at Horace Blackman Park in downtown Jackson.

- N. Special Event Application: Memorial Day Cascades Fireworks

Approve a request from the Jackson County Parks to host the Memorial Day Cascades Fireworks on May 24, 2025 (Rain date May 25, 2025), at Cascades Park.

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

Approve a request from the Jackson County Veteran Council to host the Memorial Day Procession and Ceremony on May 26, 2025, in downtown Jackson.

- P. Special Event Application: The 20th Annual Art, Beer, and Wine Festival

Approve a request from Ella Sharp Museum to host the 20th Annual Art, Beer, and Wine Festival on June 7, 2025, at Ella Sharp Park.

- Q. Special Event Application: Crafts and Market

Approve a request from Jackson County Parks to host the Crafts and Market on June 28, 2025 at Cascades Park.

- R. Special Event Application: Independence Day Fireworks at Cascades

Approve a request from the Jackson County Parks to host the Independence Day Cascades Fireworks on July 3, 2025 (Rain date July 5, 2025), at Cascades Park.

- S. Special Event Application: Hot Air Jubilee

Approve a request from the Hot Air Jubilee to host the Hot Air Jubilee on July 18-20, 2025, at Ella Sharp Park.

- T. Special Event Application: Southside Summerfest

Approve a request from the Community Action Agency for the Southside Festival Series Planning Team to host the Southside Summerfest, July 25-27, 2025, at the Exchange Park in Jackson.

- U. Special Event Application: Jackson Pride Festival

Approve a request from the Jackson Pride Center to host the Jackson Pride Festival on August 16, 2025, at Horace Blackman Park in downtown Jackson.

- V. Special Event Application: Labor Day Cascades Fireworks

Approve a request from Jackson County Parks to host the Labor Day Cascades Fireworks on August 30, 2025 (Rain date August 31, 2025), at Cascades Park.

9. OTHER BUSINESS.

- A. Ordinance No. 2025-01 Electric Scooter Ordinance

Approve the second reading/final adoption of Ordinance No. 2025-01

- B. Ordinance No. 518 - Kings Community Homes PILOT

Approve the second reading/final adoption of Ordinance No. 518, an ordinance granting a Payment in Lieu of Taxes to Kings Community Homes.

10. NEW BUSINESS.

- A. Biosolids Hauling

Award the Biosolids Hauling contract to NutriGro Environmental Solutions at a cost of \$0.052 per gallon of liquid biosolids for a total contract cost of approximately \$260,000.00, depending on actual amounts generated and hauled.

- B. Resolution to enter into a contract with MDOT for construction of the MLK Trail from Detroit Street to Trail Street

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the construction of the Martin Luther King Equality Trail from Detroit Street to Trail Street and authorize the Mayor and City Clerk to execute the appropriate documents.

- C. Approve the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc.

Approve the Contract Award for the MLK Equality Trail Reconstruction from

Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc. of Battle Creek, Michigan at a cost of \$699,670.18, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

- D. Contract award for High Level Interceptor Sewer Cleaning and Televising to Taplin Group, LLC.

Approve the award for the High Level Interceptor Sewer Cleaning and Televising contract to Taplin Group, LLC of Kalamazoo, Michigan at a cost of \$394,909.12 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

- E. Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements Contract Award

Approve the award for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract to Five Star Energy Services, LLC of Waukesha, Wisconsin at a cost of \$6,978,900.00 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

- F. Approval of Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd.

Approve Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd. of Northville, Michigan in the increased amount of \$26,300.00 for preliminary engineering services and authorize the City Manager and City Engineer to sign the appropriate document.

- G. Adopt resolutions (two) to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation (MDOT).

Adopt resolutions (two) to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation (MDOT) and authorize the Mayor and City Clerk to execute the resolution.

- H. Approve the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc.

Approve the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

- I. Approve the Purchase of New Duty Weapons for Jackson Police Officers and Allow the Sale of Current Firearms

I recommend approving the purchase of new duty weapons for the Jackson

Police Department.

J. Sale of City-Owned Property for Residential Development

Approve the sale of City-owned properties located at 125 E Porter St (Parcel # 8-198200000), 214 E Porter St (Parcel # 8-196500000), 401 W North St (Parcel # 1-043200000), 315 W North St (Parcel # 1-042300000), 1111 Lansing Ave (Parcel # 1-065400000), 408 Northwood Ln (Parcel # 1-042100000), 1422 Cooper St (Parcel # 8-259800000), Hobart St (Parcel # 8-253100000), Hobart St (Parcel # 8-253000000), Hobart St (Parcel # 8-252900000) to AgriCon, LLC for \$3,000, approve the Purchase/Development Agreement and Quit Claim Deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

K. Approve the renewal of the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC

Staff recommends the renewal of the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC. Elysian Landscape & Flatwork LLC successfully performed services for this contract in 2024.

L. Approve the renewal of the Private Lot Mowing Contract with INK Contracting LLC

Staff recommends the renewal of the Private Lot Mowing Contract with INK Contracting LLC. INK Contracting LLC successfully performed services for this contract in 2024.

M. Sale of City-owned property located at 418 N. Jackson Street

Approve the sale of City-owned property located at 418 N. Jackson Street (parcel # 1-0155.0100) to Jackson County Ambulance, Inc. for \$100,000, approve the purchase agreement and related documents, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

11. CITY COUNCILMEMBER'S COMMENTS.

12. CITY MANAGER'S COMMENTS.

13. ADJOURNMENT.



FY 2024 ANNUAL REPORT

WORKING WITH JACKSON FAMILIES TO PROVIDE SAFE, SANITARY, AFFORDABLE HOUSING



MESSAGE FROM THE EXECUTIVE DIRECTOR

"Dear Friends,

As I reflect on the past year, it is with a sense of honor, appreciation, and reward that comes from leading with love.

Equitable access to affordable, safe and reliable housing is a fundamental human right that all Michigan families, friends, and neighbors deserve, so JHC continues to work with the community, public officials, private sector representatives, and especially residents, in assessing local housing needs and collaborating in combating housing insecurity as among the premier barriers to economic opportunity.

We look forward to another year as Jackson County's HUD-designated public housing authority, and as your partner in the War on Poverty."

-Arturo Puckerin



WHO WE REPRESENT



WHO WE SERVE

Jackson County Demographics: % of gen. pop. are:

- **White:** 88.5% : **Black-African-American:** 8%
- **Two or more races:** 1.7% : **Latino:** 2.2%
- **Seniors:** 13% : **Children:** 25.6%
- The median household income is \$43,171
- Jackson Housing Commission is Jackson County's HUD-designated public housing authority, led by Executive Director, Arturo Puckerin
- **JHC annually provides housing to 2,000+ JACKSON RESIDENTS**



PROPERTY MANAGEMENT

JHC OWNS AND OPERATES CHALET TERRACE, REED MANOR, SHAHAN BLACKSTONE NORTH DEVELOPMENTS, AND VARIOUS SCATTERED SITE HOMES

- CHALET TERRACE: 165+ Families served!
- REED MANOR: 85+ Individuals served!
- SHAHAN-BLACKSTONE: 115+ Families served!
- HOUSING CHOICE VOUCHERS: 400+ Households served Countywide



CAPITAL PROJECTS

- 90+ unit turns in 30 days or less
- New lighting at all sites: Security enhancement
- Electrical structural upgrades at all sites
- Surveillance camera upgrades at all sites
- Quarterly power washing at Chalet Terrace and Shahan-Blackstone
- Pest control service delivery plan implementation
- Flock Camera license plate reader cameras at all sites
- New locks for residential and building access doors
- Elevator repairs agencywide
- Soffit repairs agencywide
- O-Turn lawnmowers for proactive groundskeeping
- Tree overhang removals to address roofing damage
- Plexiglass/Stainless-steel Reed Manor building access doors
- Plumbing/piping structural upgrades at all sites



SAFETY & SECURITY



Emergency 911 JPD response calls in 2022	198
Emergency 911 JPD response calls in 2023	97
Emergency 911 JPD response calls in 2024	46

Through a targeted effort this past fiscal year, **crime at all JHC sites has significantly gone down**

We introduced license-plate reading Flock Cameras, better lighting, upgraded locks, and a heightened relationship with Jackson Police Department; leading to less 911 emergency response calls; cutting in half from the prior year

MAJOR ACCOMPLISHMENTS IN 2024

MANY 2024 ACCOMPLISHMENTS WERE THE FIRST IN SEVERAL YRS. FOR JHC

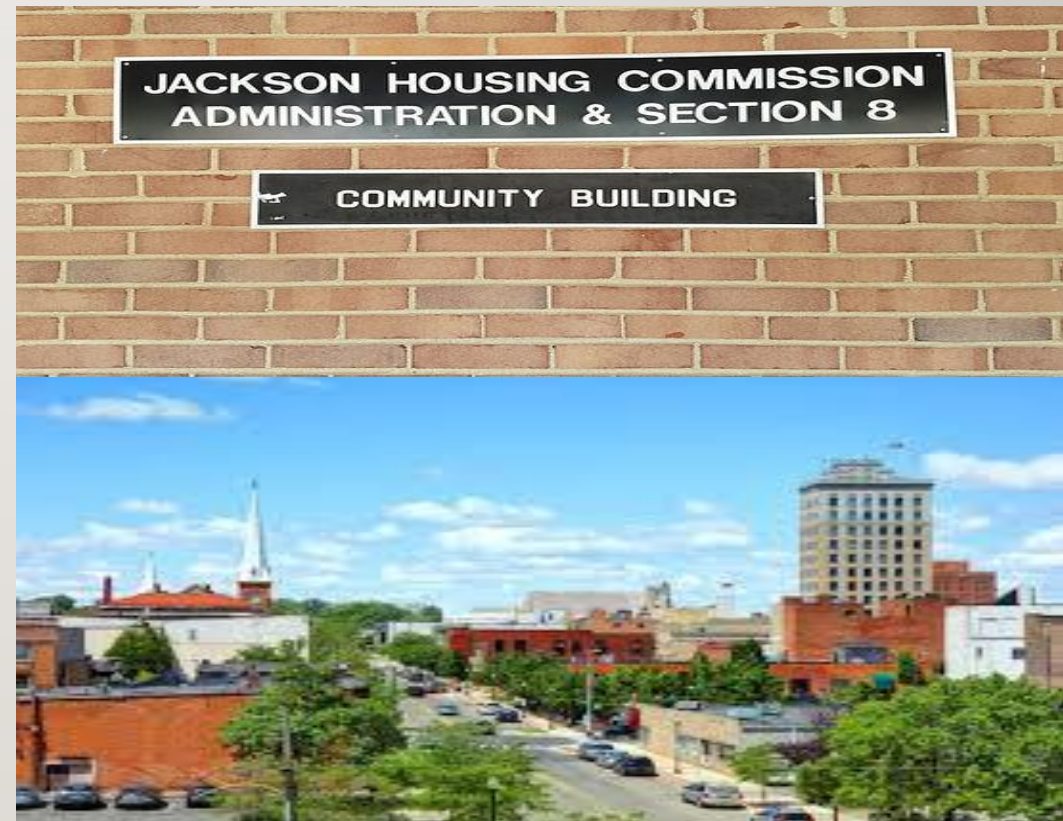
- JHC operated a balanced FY '24 **Budget**
- JHC completed a HUD-approved **Annual Plan**
- JHC completed a Multi-Year **Audit**
- JHC completed a Single **Audit**
- JHC completed an **ACOP** (Operating Procedures)
- JHC established a **Leasing Plan**
- JHC established a **Capital Improvements Plan**

OUR 2024 **TOUGH ON CRIME** APPROACH
WORKED: **CRIME CUT IN HALF AT REED
MANOR**



LOOKING AHEAD

- **RAD Modernization:** JHC proposes to redevelop and rehabilitate all three AMP sites: Chalet Terrace, Reed Manor and Shahan Blackstone North; seeking to partner with a developer who in the redevelopment and renovation of all 3 JHC amps through a Tax Credit Partnership
- **Improve Physical Conditions:** Initiate Agencywide Facilities Upgrades in partnership with the City of Jackson state allocation grant award
- Develop and expand the availability of quality affordable housing options throughout the City and County of Jackson by maintaining and preserving appropriate residential assets and increasing housing opportunities for low-income residents
- Generate public will to address the housing needs of low-income households in Jackson by contributing to effective local, state and national advocacy efforts, and by participating in local programs that educate and encourage residents of Jackson, and JHC, to have a voice in housing and civic issues
- Expand opportunities for HCV voucher holders to obtain quality housing throughout the City and County, in neighborhoods that meet the needs of voucher holders. Improve outreach and communication with property owners throughout Jackson County to encourage participation in voucher program



CLOSING

Thank you, again, on behalf of the JHC Staff, Board of Commissioners, and partners, for taking the time to review this Annual Report. In order for us to be our most successful, it is imperative to have the support and understanding of our Jackson County families, friends & neighbors. We are grateful for the opportunity to fight housing insecurity in our community, and look forward to another year of service.



A PROCLAMATION
National Public Safety Communicators Week

WHEREAS, the citizens of Jackson, Michigan, rely on the prompt and accurate response of our public safety agencies to ensure their safety and well-being; and

WHEREAS, Public Safety Telecommunicators, including 9-1-1 operators and dispatchers, are the crucial first point of contact for citizens seeking emergency assistance, and the vital link between the public and emergency responders; and

WHEREAS, these dedicated individuals, often working under immense pressure, answer calls, gather critical information, and ensure the timely dispatch of police, fire, and emergency medical services; and

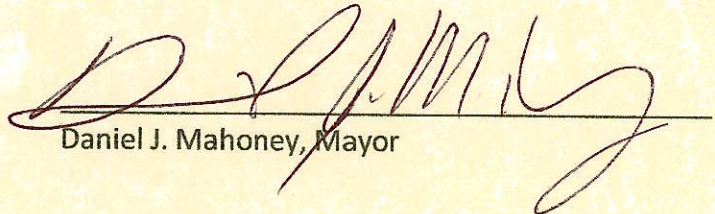
WHEREAS, their unwavering commitment and professionalism are essential to the safety and security of our community; and

WHEREAS, the second week of April is designated as National Public Safety Telecommunicators Week to celebrate and thank these unsung heroes;

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Daniel J. Mahoney, do hereby proclaim the week of April 14-20, 2025, as National Public Safety Telecommunicators Week in Jackson, Michigan, and urge all citizens to join me in expressing their gratitude and appreciation for the invaluable service provided by our Public Safety Telecommunicators.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Jackson, Michigan to be affixed this 15th day of April, 2025.


Daniel J. Mahoney, Mayor

PROCLAMATION

WHEREAS, on April 28th, 1971, the Occupational Safety and Health Act (OSHA) went into effect, promising every worker the right to a safe job, and

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

WHEREAS, the U.S. Department of Labor, and the Federal Bureau of Labor Statistics estimates that Michiganders have died while on the job at an average rate of 147 people per year over the past decade; and

WHEREAS, the 2024 National Census of Fatal Occupational Injuries found a worker died every 99 minutes from a work-related injury; 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, 2025, as

Workers Memorial Day

in the City of Jackson, Michigan.



IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 15th day of April, 2025.

A handwritten signature in dark ink, appearing to read "Daniel J. Mahoney".

Daniel J. Mahoney, Mayor
City of Jackson, Michigan



CITY COUNCIL MEETING MINUTES

March 11, 2025

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 Mayor Mahoney.

ROLL CALL:

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

Absent: none.

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

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS: none.

PUBLIC HEARINGS:

A. Citizen Comment – Sale of City Owned Property

Motion was made by Councilmember Wood, seconded by Councilmember Forgrave to conduct a public hearing to receive citizen comment on the sale of City-owned property. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

Comments were heard.

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

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the February 25, 2025 Regular Meeting of the Jackson City Council
Approve the minutes of the regular meeting of the Jackson City Council on February 25, 2025.

B. Special Event Application: DDA Paranormal Tour
Approve a request from Jackson Downtown Development Authority to host the DDA Paranormal Tour on March 29, 2025, in downtown Jackson at The Theodore Event Center.

C. Special Event Application: 11th Annual Heart of a Lion 5k
Approve a request from the Jackson Area 19 Special Olympics to host the 11th Annual Heart of a Lion 5k on August 24, 2025, at Ella Sharp Park.

D. Special Event Application: Breakthrough T1D Walk
Approve a request from the Breakthrough T1D Group to host the Breakthrough T1D Walk on June 13-14, 2025, at Ella Sharp Park.

E. Special Event Application: Prevention of Child Abuse & Neglect Gathering
Approve a request from the Council of the Prevention of Child Abuse & Neglect (CPCAN) to host the Prevention of Child Abuse & Neglect Gathering on April 17, 2025, at Austin Blair/Greenwood Park in the City of Jackson.

F. Special Event Application: 10th Annual Recovery Walk

Approve a request from the Home of New Vision to host the 10th Annual Recovery Walk on September 13, 2025, in downtown Jackson.

G. Resignations from Downtown Development Authority

Accept with regret, the resignations of Amy Sayles and Erin Valkuchak from the Downtown Development Authority.

H. Appointment to the Racial Equity Commission

Approve the Mayor's recommendation to appoint Shaquay Selby to fill a vacancy on the Racial Equity Commission for a term of 3 years, expiring on 12/31/27.

I. Appointment to the Public Arts Commission

Approve the Mayor's recommendation to appoint Elizabeth Ferszt to the Jackson Public Arts Commission, for a term of three years, beginning immediately and ending on May 28, 2028.

J. Appointment to the Affordable Housing Development Board

Approve the Mayor's recommendation to appoint Amador Ybarra to the Affordable Housing Development Board for a five-year term, beginning immediately and ending on December 31, 2029.

K. Appointment to the Community Police Oversight Commission

Approve the Mayor's recommendation to appoint Vittoria Jimerson to the Community Police Oversight Commission, for a 3-year term beginning immediately and ending on December 31, 2027.

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

OTHER BUSINESS: none.

NEW BUSINESS:

A. Proposed PILOT Ordinance – Jackson Interfaith Homes Nonprofit Corporation/Kings Community Homes II LDHA, LLC

Recommendation: *Approve the first reading of an ordinance granting a "PILOT" payment in lieu of taxes exemption to Jackson Interfaith Nonprofit Housing Corporation / King Community Homes II Limited Dividend Housing Association LLC, and associated development agreement. Authorize the City Manager and City Attorney to make minor modifications to the development agreement as necessary.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the first reading of an ordinance granting a "PILOT" payment in lieu of taxes exemption to Jackson Interfaith Nonprofit Housing Corporation / King Community Homes, associated development agreement, and to authorize the City Manager and City Attorney to make minor modifications to the development agreement as necessary. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Proposed Pay-to-Park System

Recommendation: *Approve the replacement of the assessment funded “Meterless Parking” system with a “Pay-to-Park” system for automobile parking within the downtown Central Commercial District by a) approval of the attached resolution for parking system user fees, b) award a contract to Total Parking Solutions, Inc. for the purchase of pay station terminals and associated management system services, c) approval of a contract amendment with Passport Labs, Inc. for payment processing services and d) authorization for the City Manager to execute the appropriate documents.*

City Engineer, Troy White provided the Council with an overview of the proposed pay-to-park system.

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to approve the replacement of the assessment funded “Meterless Parking” system with a “Pay-to-Park” system for automobile parking within the downtown Central Commercial District. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

C. Bridge Consulting Services Contract Renewal

Recommendation: *Approve the renewal of the Bridge Consulting Services contract with Great Lakes Engineering, Inc. of Lansing, Michigan for 2025 and 2026 in the amount of \$62,728.00 and authorize 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 Robinson to approve the renewal of the Bridge Consulting Services contract with Great Lakes Engineering, Inc. of Lansing, Michigan for 2025 and 2026 in the amount of \$62,728.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

D. Proposed Electric Scooter Ordinance

Recommendation: *Consider First Reading of a proposed Electric Scooter Ordinance, regulating the licensing and operation of electric scooters in the downtown.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the first reading of a proposed Electric Scooter Ordinance, regulating the licensing and operation of electric scooters in the downtown. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

E. 2024/25 City of Jackson Budget Amendment

Recommendation: *Approve an amendment to the 2024-2025 City of Jackson budget for the reallocation of general fund dollars, in the amount of \$60,000, to the Curb Appeal Program, adopt the accompanying budget resolution, and authorize the City Manager and City Attorney to execute any/all related documents.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve an amendment to the 2024-2025 City of Jackson budget for the reallocation of general fund dollars, in the amount of \$60,000, to the Curb Appeal Program, adopt the accompanying budget resolution, and authorize the City Manager and City Attorney to execute any/all related documents. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

F. Sale of City Owned Property

Recommendation: *Approve the sale of City-owned property located at 1211 Ellery Avenue (parcel # 8-1281.0400) to Sayre Builders for \$300, approve the Purchase/Development Agreement and Quit Claim Deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the sale of City-owned property located at 1211 Ellery Avenue to Sayre Builders for \$300, approve the Purchase/Development Agreement and Quit Claim Deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

Councilmember Davis abstained from the vote due to a potential conflict of interest.

Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: none. Abstention: Davis. Motion carried.

G. Demolition Contract Award – 736 Page Avenue

Recommendation: *Award a Demolition Contract to Handy Excavating in the Total Amount of \$65,050 to Demolish 736 Page Avenue*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to award a demolition contract to Handy Excavating in the total amount of \$65,050 to demolish 736 Page Avenue. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

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

MANAGER’S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Gunn, seconded by Vice Mayor Dancy. Mayor Mahoney adjourned the meeting at 8:49 p.m.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Minutes of the March 26, 2025, Special Meeting of the Jackson City Council

Recommendation:

Approve the meeting minutes from the March 26, 2025, Special Meeting of the Jackson City Council



CITY COUNCIL SPECIAL MEETING MINUTES

March 26, 2025

CALL TO ORDER:

The Jackson City Council met in special session* in Council Chambers and was called to order at 7:00 p.m. by Mayor Daniel J. Mahoney.

**the March 26, 2025 Special Meeting of the Jackson City Council was called at the requested of Mayor Mahoney*

PLEDGE OF ALLEGIANCE:

Council joined in the Pledge of Allegiance. Invocation was given by Councilmember Robinson.

ROLL CALL:

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

Absent:

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, and City Engineer Troy White.

ADOPTION OF AGENDA:

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

PRESENTATIONS/PROCLAMATIONS:

A. City Parking System – City Engineer Troy White

City Engineer Troy White provided an overview of the various parking system funding options.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

OTHER BUSINESS:

A. City Parking System

Motion was made by Councilmember Davis, seconded by Councilmember Wood to rescind the City Council's March 11, 2025, action approving the resolution for parking system user fees and related contracts. Vote- Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

MANAGER'S COMMENTS:

City Manager Jonathan Greene declined to offer comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Councilmember Wood, seconded by Mayor Mahoney. Mayor Mahoney adjourned the meeting at 8:40 p.m.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Resolution -Rescindment of Resolution No. 2025-15 Pay to Park

Recommendation:

Adopt the resolution formally rescinding Resolution No. 2025-15

**A RESOLUTION RESCINDING RESOLUTION NO. 2025-15 ESTABLISHING THE
PAY TO PARK SYSTEM AND ASSOCIATED RATES**

WHEREAS, by Resolution No. 2025-15, adopted on March 11, 2025, the Jackson City Council established a “Pay to Park” system that would fund the automobile parking system in the downtown district; and

WHEREAS, on March 26, 2025, the Jackson City Council held a special meeting to reconsider the issue of a “Pay to Park” system; and

WHEREAS, at the March 26, 2025 Special Meeting, the Jackson City Council considered a motion to “rescind the City Council’s March 11, 2025 action approving the resolution for the parking system user fees and related contracts”; and

WHEREAS, the motion carried by unanimous vote;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 2025-15 adopted on March 11, 2025 is hereby rescinded and shall be of no further force or 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 aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of April, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan on this 16th day of April, 2025.

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Resolution - 1200 Block of Deyo Alley Vacation

Recommendation:

Approve a resolution granting the vacation of an alley in the 1200 block of Deyo Street as recommended by the City of Jackson Planning Commission.

Alley Vacation at 1200 Block Deyo Street

Planning Commission member Green moved to recommend City Council approve the petition to vacate the portion of the alley, as described, north of Deyo St., east of Page Ave., and west of Summit Ave. Supported by Planning Commission member Wood.

From the last planning commission meeting on 3.5.2025, the motion passed 5-0 by voice vote. Please forward to City Council for final approval.

John O'Connor
Building Inspector
517-812-5683
joconnor@cityofjackson.org

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, a petition has been filed by all of the persons, firms, corporations, and entities owning property abutting on or located in, under or over an alley in the City of Jackson, Michigan, for the vacation of said street, more particularly described as:

THE SOUTH 152 FT OF A 20 FOOT WIDE ALLEY RUNNING NORTH AND SOUTH AND LYING EAST OF LOTS 1 THROUGH 4 AND WEST OF LOT 8; ALSO THE WEST 63 FEET OF A 20 FOOT WIDE ALLEY RUNNING EAST AND WEST AND LYING SOUTH OF LOTS 7 AND 10 AND NORTH OF LOTS 8 AND 9, BLOCK 2 EATON’S EAST ADDITION TO THE CITY OF JACKSON, JACKSON COUNTY, STATE OF MICHIGAN.

WHEREAS, it is determined that all persons, firms, corporations, and entities who will be affected by said vacation have filed with the City Council their written consent to the same, and that it is necessary for the health, welfare, comfort, and safety of the people of the City to vacate and discontinue such street;

NOW, THEREFORE, BE IT RESOLVED that the above-described alley be, and the same is hereby vacated, and the land shall revert to the abutting property free from any claim or right on the part of the public and, except as otherwise provided herein, all public claims and rights in and to said street are hereby forever barred.

BE IT FURTHER RESOLVED that the vacation of the above-described alley is upon the condition that title to all water, sewer, gas, electric, and communication poles, wires, conduits, cables, pipes, lines, and their respective appurtenances and facilities now or hereafter in, under or over said street are reserved to and shall remain in the respective owners thereof and their successors or assigns, together with an easement and continued right to occupy said alley within the previous right-of-way thereof for public utility purposes, with present and additional facilities, and to operate, repair, maintain, replace or remove the same to the same effect and in the same manner as if said alleys remained a public way.

BE IT FURTHER RESOLVED that any abutting property owner, and their respective successors, heirs or assigns who wish to erect any structure on, or cause construction to, or otherwise modify or improve the now vacated right-of-way, shall first obtain the written permission of any utility owner who retains a right of occupancy and easement in said vacated right-of-way. Said written permission is required to ensure noninterference with the utility owner's easement and right of occupancy.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of April, 2025.

Andrea Muray, City Clerk



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Resolution - Non-profit recognition for Anonymous Aid Network

Recommendation:

Approve a resolution recognizing Anonymous Aid Network as a non-profit organization for the purposes of obtaining a charitable gaming license through the State of Michigan.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103a(i)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Anonymous Aid Network of Jackson,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R4/24)



Form Revision Date 07/2016

ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

ANONYMOUS AID NETWORK

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The purpose of Anonymous Aid Network is to provide assistance and support to individuals and families in need by offering resources, aid, and community-driven initiatives. The corporation aims to address challenges such as financial hardship, homelessness, reentry support for formerly incarcerated individuals, addiction recovery, and other social issues through outreach programs, education, mentorship, and material aid. The overall goal of Anonymous Aid Network is to empower and facilitate communities to serve one another. The organization will operate exclusively for charitable, religious, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

none

The description and value of its personal property assets are (if none, insert "none"):

none

The corporation is to be financed under the following general plan:

The Anonymous Aid Network will be financed through a combination of individual donations, corporate sponsorships, grants from government and private foundations, fundraising events, and revenue generated from charitable programs and services. Additional funding may come from faith-based contributions, online crowdfunding campaigns, and partnerships with community organizations. All funds will be used exclusively to support the organization's mission and operations in accordance with its 501(c)(3) status.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: GABRIEL SCHIRMACHER

2. Street Address: 1310 4TH ST

Apt/Suite/Other:

City: JACKSON

State: MI

Zip Code: 49203

3. Registered Office Mailing Address:

P.O. Box or Street Address: 1310 4TH ST
Apt/Suite/Other:
City: JACKSON
State: MI Zip Code: 49203

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
GABRIEL SCHIRMACHER	1310 4TH ST, JACKSON, MI 49203 USA

Signed this 19th Day of February, 2025 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Gabriel Schirmacher	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION
for

ANONYMOUS AID NETWORK

ID Number: 803343080

received by electronic transmission on February 19, 2025 ***, is hereby endorsed.***

Filed on February 19, 2025 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of February, 2025.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

MEMO TO: City Councilmembers
FROM: Daniel Mahoney, Mayor
DATE: April 15, 2025
SUBJECT: Appointments to Downtown Development Authority

RECOMMENDATION:

Approval of the Mayor's recommendation to appoint Sara Toler and Michelle Moore to the Downtown Development Authority, for a four-year term, beginning immediately and ending on March 31, 2029.

In accordance with the City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/2/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district.

It is my recommendation, therefore, to appoint Sara Toler and Michelle Moore to the Downtown Development Authority, for a four-year term, beginning immediately, and ending on March 31, 2029.

Your consideration and concurrence is appreciated.

DM:lm

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Wednesday, January 8, 2025 4:15 PM

To: Aaron Dimick <adimick@cityofjackson.org>; Lisa Moutinho <lmoutinho@cityofjackson.org>

Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Sara
Last Name	toler
Address	5931 salabelle St
City	jackson
State	MI
Zip	49201
Phone Number	8104442699
Email	stoler0503@gmail.com
Last four digits of Social Security Number	
Occupation	Program Director
Describe your community involvement.	I currently work and volunteer with Grow Jackson in a variety of aspects from free food handouts, nutrition nights in our gardens, as well as volunteer at Nation Outside events. I am also an active volunteer at St. Mary's Star of the Sea School as well as Lumen Christi. Over the years I have also volunteered my time coaching and giving softball pitching lessons with Southwest Little League. I am a supporter of Art 634 and have had my photography on display in several exhibits in the past.

Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	summit twp
If you answered "Yes" how long have you been a City resident?	Jackson
Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity: https://www.cityofjackson.org/288/Boards-Commissions	Downtown Development Authority Board, Parks and Recreation Commission , Public Arts Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	As a Michigan transplant and moving to Jackson 10 years ago, I have witnessed the revitalization of Downtown Jackson first hand and I want to make a difference in making Jackson a better place. I believe in the City of Jackson and all of the wonderful opportunities that it has to offer the community. I have a background in parks and recreation, as a former collegiate athlete and coach for over 20 years I know the impact that being active an healthy can have on a person, mentally, physically and emotionally. I am also a master gardner and designer, when I first moved to Jackson I fell in love with Cascades Park. My boys have utilized the parks and rec department for the last 10 years. My oldest son started his swim career with lessons at the Parkside pool (he is now a freshman swimming at Jackson High). Both of my boys have played for

SWLL and participated in the summer programs with the city when they were younger. Prior to moving to Michigan, I was very active in the art community in Cleveland, Ohio. I am a published poet as well as a former photographer. I am curated several art shows over the years, and was a volunteer at the Cleveland Museum of art for 4 years.

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

Sara toler

Date of Submission

01/08/2025

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

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Thursday, March 27, 2025 1:46 PM

To: Aaron Dimick <adimick@cityofjackson.org>; Lisa Moutinho <lmoutinho@cityofjackson.org>

Subject: Online Form Submittal: City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

First Name	Michelle
Last Name	Moore
Address	148 West Michigan Avenue
City	Jackson
State	MI
Zip	49201
Phone Number	5172502179
Email	mimoore@comcast.net
Last four digits of Social Security Number	
Occupation	Small Business Owner in Downtown Jackson and Summit Township
Describe your community involvement.	I own and operate 2 Boutique Stores in Summit township and Downtown Jackson. I have been in Business for 14 years at the Summit Location and 5 years at the Downtown Location.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	No
If you answered "No" where do you reside?	Rives Junction

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

Jackson

Which board or commission are you interested in? Please only select no more than three board/commissions to serve on. Reference the board/commission section of the City website to understand the function of each entity:

<https://www.cityofjackson.org/288/Boards-Commissions>

Downtown Development Authority Board

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

Yes

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

I am invested in the Downtown of Jackson. I have invested not only my Financial resources, but I have also improved the downtown by the Purchase and improvement of my West Michigan Building. I have a retail business that I am trying to stay afloat in these trying economic times. I have great Communication skills as well as a drive to excel in all that is put before me. Quitting and complaining without action is fruitless to me. I will take a task at hand and exhaust it in all options to provide a positive outcome. I have deep faith in God and I do have that guide me in making fair and just decisions with compassion, respect and understanding. I would like to be a positive influence in the developing of our great downtown the momentum is there, we just need to keep pushing the excitement that the downtown has become and to continue to grow it.

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	Michelle Moore Moore
Date of Submission	03262025

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



Financial Statements

As of and for the Eight Months Ended February 28, 2025
(Unaudited and Prepared on the Adopted Budget-Basis)

EXPENDITURE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	February 2025	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
FUND TYPE/FUND NAME						
101-000 - CITY COUNCIL	121,212	121,212	\$6,947	\$69,426	57.28%	\$51,786
103-000 - CHARTER REVIEW COMMITTEE	2,500	2,500	—	—	0.00%	\$2,500
172-000 - CITY MANAGER	547,902	547,902	\$39,646	\$381,748	69.67%	\$166,154
191-000 - FINANCE	692,384	692,384	\$46,398	\$499,766	72.18%	\$192,618
215-000 - CITY CLERK	418,878	418,878	\$26,906	\$233,089	55.65%	\$185,789
228-000 - MANAGEMENT INFORMATION SERVICES	462,336	462,336	\$22,999	\$300,054	64.90%	\$162,282
233-000 - PURCHASING	126,943	126,943	\$12,677	\$127,118	100.14%	(\$175)
253-000 - CITY TREASURER	458,257	458,257	\$30,241	\$236,654	51.64%	\$221,603
254-000 - CITY INCOME TAX ADMINISTRATION	269,322	269,322	\$14,154	\$133,982	49.75%	\$135,340
257-000 - CITY ASSESSOR	536,951	536,951	\$41,083	\$350,980	65.37%	\$185,971
262-000 - CITY CLERK-ELECTIONS	204,033	204,033	\$15,273	\$133,312	65.34%	\$70,721
265-000 - CITY HALL AND GROUNDS	823,267	823,267	\$44,861	\$365,719	44.42%	\$457,548
266-000 - CITY ATTORNEY	870,007	870,007	\$63,633	\$540,974	62.18%	\$329,033
270-000 - PERSONNEL & LABOR RELATIONS	637,912	637,912	\$23,191	\$221,084	34.66%	\$416,828
278-000 - UNALLOCATED	835,290	835,290	\$46,163	\$526,543	63.04%	\$308,747
299-000 - ADMINISTRATIVE HEARINGS BUREAU	218,549	218,549	\$80,150	\$150,956	69.07%	\$67,593
301-000 - POLICE	12,397,317	12,347,317	\$862,335	\$7,297,339	59.10%	\$5,049,978
311-224 - OSHIP GRANT	13,114	13,114	—	\$11,204	85.43%	\$1,910
311-225 - OSHIP GRANT	—	—	—	\$1,168	—	(\$1,168)
320-000 - CONSORTIUM TRAINING	36,000	36,000	—	\$4,700	13.06%	\$31,300
321-000 - IN SERVICE TRAINING	16,000	16,000	—	\$5,313	33.20%	\$10,687
322-000 - MCOLES TRAINING	—	—	—	\$2,550	—	(\$2,550)
340-000 - FIRE SUPPRESSION	6,487,641	6,487,641	\$516,623	\$4,122,923	63.55%	\$2,364,718
350-000 - PUBLIC SAFETY- UNALLOCATED	1,937,698	1,937,698	\$162,675	\$1,303,806	67.29%	\$633,892
442-000 - FORESTRY	873,773	873,773	\$66,608	\$373,942	42.80%	\$499,831
444-000 - SIDEWALK CONSTRUCTION	152,254	152,254	—	\$27,661	18.17%	\$124,593
445-000 - DRAINS AT LARGE	109,921	109,921	\$4,000	\$33,213	30.22%	\$76,708
450-000 - STREET LIGHTING	630,230	630,230	\$56,132	\$462,269	73.35%	\$167,961
455-000 - WEED CONTROL	106,644	106,644	(\$57)	\$64,073	60.08%	\$42,571
465-000 - GROUNDS MAINTENANCE	505,346	505,346	\$21,757	\$335,866	66.46%	\$169,480
567-000 - CEMETERIES	533,853	533,853	\$16,589	\$210,708	39.47%	\$323,145
571-000 - TAX PROPERTY MAINTENANCE	229,478	229,478	\$1,189	\$80,237	34.97%	\$149,241
572-000 - CIVIC AFFAIRS	142,987	142,987	\$1,305	\$51,189	35.80%	\$91,798
701-000 - PLANNING	272,477	272,477	\$10,252	\$130,974	48.07%	\$141,503

Note 2

Note 2

Note 2

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	February 2025	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
728-000 - ECONOMIC DEVELOPMENT	200,500	140,500	\$16,834	\$246,851	175.69%	(\$106,351)
752-000 - PARKS, RECREATION & GROUNDS ADMIN.	347,158	347,158	\$36,110	\$261,543	75.34%	\$85,615
758-000 - LT. NIXON MEMORIAL POOL	116,975	116,975	\$55,575	\$172,189	147.20%	(\$55,214)
771-000 - PARKS & FACILITIES MAINTENANCE	1,169,290	1,169,290	\$67,399	\$781,209	66.81%	\$388,081
776-000 - CITY CENTER	—	—	\$7,822	\$8,128	—	(\$8,128)
803-000 - HISTORICAL DISTRICT	14,574	14,574	\$148	\$4,659	31.97%	\$9,915
806-000 - DIVERSITY, EQUITY & INCLUSION	409,181	409,181	\$60,285	\$283,289	69.23%	\$125,892
965-000 - CONTRIBUTIONS TO OTHER FUNDS	590,199	590,199	—	\$19,206	3.25%	\$570,993
101 - GENERAL TOTAL	34,518,353	34,408,353	\$2,477,903	\$20,567,614	59.78%	\$13,840,739
102 - BUDGET STABILIZATION	30,000	30,000	—	—	0.00%	\$30,000
GENERAL FUND TOTAL	34,548,353	34,438,353	\$2,477,903	\$20,567,614	59.72%	\$13,870,739
151 - CEMETERY PERPETUAL MAINTENANCE	25,000	25,000	—	—	0.00%	\$25,000
155 - ELLA W. SHARP ENDOWMENT FUND	20,550	20,550	—	—	0.00%	\$20,550
160 - LLOYD E. MOUNT ENDOWMENT	5,100	5,100	—	—	0.00%	\$5,100
PERMANENT FUND TOTAL	50,650	50,650	—	—	0.00%	\$50,650
202 - MAJOR STREET	14,911,260	14,911,260	\$356,517	\$3,449,458	23.13%	\$11,461,802
203 - LOCAL STREET	2,056,470	2,056,470	\$134,103	\$1,423,906	69.24%	\$632,564
208 - ELLA W. SHARP PARK OPERATING	1,051,718	1,051,718	\$48,515	\$736,192	70.00%	\$315,526
213 - OPIOID SETTLEMENT FUND	62,739	62,739	—	—	0.00%	\$62,739
218 - AFFORDABLE HOUSING FUND	1,658,800	1,658,800	\$11,800	\$615,383	37.10%	\$1,043,417
234 - HCDF MICH GRANT	880,000	—	—	\$6,178	—	(\$6,178)
245 - PUBLIC IMPROVEMENT	1,335,840	1,335,840	—	\$168,870	12.64%	\$1,166,970
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,621,212	1,621,212	\$125,899	\$1,672,376	103.16%	(\$51,164)
249 - BUILDING DEPARTMENT	623,988	623,988	\$53,912	\$364,650	58.44%	\$259,338
251 - HOUSING CODE ENFORCEMENT	1,500,661	1,500,661	\$80,926	\$689,769	45.96%	\$810,892
252 - BUILDING DEMOLITIONS	393,000	393,000	\$6,285	\$72,585	18.47%	\$320,415
265 - DRUG LAW ENFORCEMENT	35,432	35,432	\$4,681	\$17,041	48.09%	\$18,391
272 - SAFER GRANT	301,801	301,801	—	\$302,687	100.29%	(\$886)
273 - PROJECT SAFE NEIGHBORHOOD	277,871	277,871	—	\$50,667	18.23%	\$227,204
275 - BYRNE/JAG PROGRAMS	40,174	0	—	\$30,000	—	(\$30,000)
279 - AMERICAN RESCUE PLAN ACT	75,000	75,000	—	—	0.00%	\$75,000
280 - HOUSING REDEVELOPMENT	250,000	—	\$38,845	\$209,801	—	(\$209,801)
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	100,000	\$10,311	\$133,559	133.56%	(\$33,559)
296 - RECREATION ACTIVITY	268,824	268,824	\$44,077	\$324,904	120.86%	(\$56,080)
297 - RECREATION MILLAGE	911,550	911,550	\$58,170	\$473,843	51.98%	\$437,707
SPECIAL REVENUE FUND TOTAL	28,356,340	27,186,166	\$974,040	\$10,741,868	39.51%	\$16,444,298
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	223,792	—	\$12,896	5.76%	\$210,896
352 - 2017 MTF BONDS D/S FUND	761,885	761,885	—	\$58,443	7.67%	\$703,443
353 - 2024 MTF BONDS D/S FUND	—	0	—	\$79,583	—	(\$79,583)
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	763,691	763,691	—	\$11,345	1.49%	\$752,346
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	145,743	—	\$144,112	98.88%	\$1,631
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	1,400,250	—	\$249,750	17.84%	\$1,150,500
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	1,764,600	—	\$102,300	5.80%	\$1,662,300
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	—	\$19,296	50.00%	\$19,297
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	3,032,403	—	—	0.00%	\$3,032,403
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	207,157	—	\$83,579	40.35%	\$123,579
DEBT SERVICE FUND TOTAL	8,338,114	8,338,114	—	\$761,303	9.13%	\$7,576,811
401 - CAPITAL PROJECTS	330,000	330,000	—	\$31,173	9.45%	\$298,827
402 - WATER EQUIPMENT & REPLACEMENT	28,677,405	28,677,405	\$469,888	\$1,758,111	6.13%	\$26,919,294
403 - LEAD SERVICE LINE REPLACEMENT	1,696,998	1,696,998	\$8,058	\$596,611	35.16%	\$1,100,387

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO- DATE	ACTUAL YEAR-TO- DATE		
	FY2025	FY2025	February 2025	FY2025	Percent Expended	Variance - Favorable (Unfavorable)
404 - DPS SANITARY SEWER MAINTENANCE	673,281	673,281	\$20,765	\$383,825	57.01%	\$289,456
405 - SANITARY SEWER REPLACEMENT	6,214,142	6,214,142	\$107,792	\$1,973,209	31.75%	\$4,240,933
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,304,666	13,304,666	\$97,667	\$2,477,518	18.62%	\$10,827,148
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	2,492,187	\$137,705	\$3,322,158	133.30%	(\$829,971)
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	9,710,899	\$95,253	\$3,601,277	37.08%	\$6,109,622
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	—	—	—	\$509,567	—	(\$509,567)
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	1,541,772	1,541,772	—	—	0.00%	\$1,541,772
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,832,100	3,832,100	\$320,325	\$675,827	17.64%	\$3,156,273
489 - BROWNFIELD REDEVELOPMENT	2,312,552	2,312,552	\$234,068	\$373,393	16.15%	\$1,939,159
494 - DDA PROJECT	3,239,560	3,239,560	—	\$83,579	2.58%	\$3,155,982
CAPITAL PROJECTS FUND TOTAL	74,025,562	74,025,562	\$1,491,522	\$15,786,247	21.33%	\$58,239,315
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	162,008	—	\$155,055	95.71%	\$6,953
895 - SPECIAL ASSESSMENT	2,309,081	2,309,081	—	\$155,055	6.72%	\$2,154,026
SPECIAL ASSESSMENT FUNDS TOTAL	2,471,089	2,471,089	—	\$310,110	12.55%	\$2,160,979
514 - AUTO PARKING SYSTEM	282,147	282,147	\$827	\$21,686	7.69%	\$260,461
518 - PARKING ASSESSMENT	387,051	387,051	\$27,138	\$174,593	45.11%	\$212,458
519 - COOPER/FRANCIS PARKING DECKS	282,906	282,906	\$3,654	\$48,413	17.11%	\$234,493
590 - SEWER	26,884,143	26,884,143	\$431,463	\$11,907,043	44.29%	\$14,977,100
591 - WATER	47,408,410	47,408,410	\$1,885,557	\$19,087,773	40.26%	\$28,320,637
ENTERPRISE FUND TOTAL	75,244,657	75,244,657	\$2,348,639	\$31,239,507	41.52%	\$44,005,150
641 - PUBLIC WORKS ADMINISTRATION	522,909	522,909	\$96,490	\$341,536	65.31%	\$181,373
642 - ENGINEERING ADMINISTRATION	412,933	412,933	\$20,247	\$232,630	56.34%	\$180,303
643 - LOCAL SITE REMEDIATION REVOLVING	200,000	200,000	—	—	0.00%	\$200,000
661 - MOTOR POOL & GARAGE	1,808,820	1,808,820	\$41,651	\$956,216	52.86%	\$852,604
676 - WORKERS COMPENSATION	255,075	255,075	\$17,028	\$165,268	64.79%	\$89,807
677 - SELF-INSURED HEALTHCARE	6,481,950	6,481,950	\$607,285	\$4,139,640	63.86%	\$2,342,310
INTERNAL SERVICE FUND TOTAL	9,681,687	9,681,687	\$782,700	\$5,835,290	60.27%	\$3,846,397
703 - COUNTY & SCHOOL TAX	28,860,000	28,860,000	—	—	0.00%	\$28,860,000
CUSTODIAL FUND TOTAL	28,860,000	28,860,000	—	—	0.00%	\$28,860,000
731 - EMPLOYEES RETIREMENT SYSTEM	4,225,000	4,225,000	\$528,406	\$3,112,341	73.66%	\$1,112,659
732 - POLICE & FIRE PENSION	415,000	415,000	\$40,352	\$283,848	68.40%	\$131,152
734 - POLICE & FIRE ACT 345	6,240,000	6,240,000	\$529,570	\$3,750,282	60.10%	\$2,489,718
736 - PUBLIC EMPLOYEE HEALTH CARE	30,000	30,000	—	\$2,936	9.79%	\$27,064
PENSION TRUST FUND TOTAL	10,910,000	10,910,000	\$1,098,329	\$7,149,407	65.53%	\$3,760,593
FUND TYPE/FUND NAME TOTAL	272,486,452	271,206,278	\$9,173,132	\$92,391,347	34.07%	\$178,814,931

Note 2

Note 2

REVENUE SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE	
	FY2025	FY2025	February 2025	FY2025	Percent Expended
FUND TYPE/FUND NAME					
PROPERTY TAXES	11,585,297	11,585,297	\$117,785	\$10,538,131	90.96%
INCOME TAXES	10,900,000	10,900,000	\$1,269,570	\$7,463,074	68.47%
STATE REVENUE SHARING	5,787,831	5,787,831	\$1,226,214	\$3,069,949	53.04%
LICENSES AND PERMITS	352,015	352,015	\$61,341	\$167,562	47.60%
FEDERAL GRANTS	293,407	293,407	—	\$110,787	37.76%
STATE GRANTS	136,000	186,000	—	\$199,985	147.05%
CONTRIBUTIONS FROM LOCAL UNITS	12,500	12,500	\$9	\$6,018	48.14%
CHARGES FOR GOODS AND SERVICES	1,423,349	1,423,349	(\$57,752)	\$273,112	19.19%
FINES AND FORFEITS	355,640	355,640	\$14,355	\$333,477	93.77%
PROCEEDS FROM SALE OF CAPITAL ASSETS	30,100	30,100	\$533	\$1,470,194	4,884.37%
INVESTMENT INCOME	390,000	390,000	\$35,698	\$392,533	100.65%
MISCELLANEOUS	336,136	336,136	(\$8,235)	\$254,027	75.57%
CONTRIBUTIONS FROM OTHER FUNDS	190,000	190,000	\$3,407	\$11,233	5.91%
GENERAL FUND TOTAL	31,792,275	31,842,275	\$2,662,927	\$24,290,082	76.40%
FUND TYPE/FUND NAME TOTAL	31,792,275	31,842,275	\$2,662,927	\$24,290,082	76.40%
CONSOLIDATED WITH GENERAL FUND					
102 - BUDGET STABILIZATION	30,000	30,000	\$5,989	\$42,973	143.24%
CONSOLIDATED WITH GENERAL FUND TOTAL	30,000	30,000	\$5,989	\$42,973	143.24%
ALL OTHER FUNDS					
151 - CEMETERY PERPETUAL MAINTENANCE	45,000	45,000	\$1,172	\$14,240	31.65%
155 - ELLA W. SHARP ENDOWMENT FUND	30,550	30,550	—	—	0.00%
160 - LLOYD E. MOUNT ENDOWMENT	5,100	5,100	—	—	0.00%
PERMANENT FUND TOTAL	80,650	80,650	\$1,172	\$14,240	17.66%
202 - MAJOR STREET	14,517,772	14,517,772	\$339,156	\$3,152,395	21.71%
203 - LOCAL STREET	1,491,453	1,491,453	\$101,473	\$755,454	50.65%
208 - ELLA W. SHARP PARK OPERATING	1,098,750	1,098,750	—	\$421,340	38.35%
213 - OPIOID SETTLEMENT FUND	—	—	—	\$66,647	—
218 - AFFORDABLE HOUSING FUND	1,658,800	1,658,800	—	\$443,139	26.71%
234 - HCDF MICH GRANT	—	880,000	—	—	—
245 - PUBLIC IMPROVEMENT	1,461,000	1,461,000	\$14,227	\$1,311,098	89.74%
246 - CORTLAND ST REDEVELOPMENT PROJECTS FUND	1,597,500	1,597,500	\$530	\$1,376,937	86.19%
249 - BUILDING DEPARTMENT	520,900	520,900	\$46,174	\$465,413	89.35%
251 - HOUSING CODE ENFORCEMENT	1,021,400	1,021,400	\$16,086	\$345,763	33.85%
252 - BUILDING DEMOLITIONS	196,000	196,000	(\$383,928)	(\$274,462)	(140.03%)
265 - DRUG LAW ENFORCEMENT	20,000	20,000	\$203	\$2,068	10.34%
272 - SAFER GRANT	301,801	301,801	—	\$254,698	84.39%
273 - PROJECT SAFE NEIGHBORHOOD	143,028	277,871	(\$2,439)	\$50,667	35.42%
275 - BYRNE/JAG PROGRAMS	—	40,174	—	\$25,000	—
279 - AMERICAN RESCUE PLAN ACT	75,000	75,000	—	—	0.00%
280 - HOUSING REDEVELOPMENT	—	250,000	—	—	—
285 - EPA BROWNFIELD ASSESSMENT GRANT	100,000	100,000	\$15,719	\$133,559	133.56%
296 - RECREATION ACTIVITY	353,000	353,000	\$47,588	\$377,119	106.83%
297 - RECREATION MILLAGE	1,020,000	1,020,000	\$1,512	\$406,076	39.81%
SPECIAL REVENUE FUND TOTAL	25,576,404	26,881,421	\$196,302	\$9,312,910	36.41%
308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND	223,792	223,792	—	\$12,896	5.76%
352 - 2017 MTF BONDS D/S FUND	761,885	761,885	—	\$58,443	7.67%
353 - 2024 MTF BONDS D/S FUND	—	—	—	\$79,083	—
367 - 2021 CITY HALL REFUNDING DEBT SERV FUND	722,000	722,000	\$7,418	\$708,974	98.20%
385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND	145,743	145,743	—	\$144,112	98.88%
386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND	1,400,250	1,400,250	—	\$249,750	17.84%
389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND	1,764,600	1,764,600	—	\$102,300	5.80%
391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND	38,593	38,593	—	\$19,296	50.00%
394 - 2001 DDA TIF DEBT SERVICE	3,032,403	3,032,403	—	—	0.00%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL MONTH-TO-DATE	ACTUAL YEAR-TO-DATE	
	FY2025	FY2025	February 2025	FY2025	Percent Expended
395 - 2019 DDA TIF REFUNDING DEBT SERVICE	207,157	207,157	—	\$83,579	40.35%
DEBT SERVICE FUND TOTAL	8,296,423	8,296,423	\$7,418	\$1,458,432	17.58%
401 - CAPITAL PROJECTS	309,020	309,020	\$579	\$4,907	1.59%
402 - WATER EQUIPMENT & REPLACEMENT	24,750,198	24,750,198	\$516,877	\$10,158,429	41.04%
403 - LEAD SERVICE LINE REPLACEMENT	2,826,515	2,826,515	\$151,760	\$1,299,088	45.96%
404 - DPS SANITARY SEWER MAINTENANCE	673,281	673,281	\$20,765	\$383,815	57.01%
405 - SANITARY SEWER REPLACEMENT	3,244,005	3,244,005	\$277,728	\$2,203,644	67.93%
406 - WASTEWATER EQUIPMENT REPLACEMENT	13,394,032	13,394,032	(\$302,738)	\$3,570,373	26.66%
407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION	2,492,187	2,492,187	\$218,127	\$3,184,452	127.78%
409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION	9,710,899	9,710,899	\$592,440	\$3,506,025	36.10%
410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION	—	—	\$249,131	\$509,567	—
426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND	—	—	\$11,192	\$78,065	—
488 - MLK CORRIDOR IMP. AUTHORITY FUND	3,833,300	3,833,300	—	\$251,687	6.57%
489 - BROWNFIELD REDEVELOPMENT	1,721,830	1,721,830	\$11,878	\$280,810	16.31%
494 - DDA PROJECT	3,559,000	3,559,000	\$27,140	\$1,790,175	50.30%
CAPITAL PROJECTS FUND TOTAL	66,514,267	66,514,267	\$1,774,878	\$27,221,039	40.93%
852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE	162,008	162,008	—	\$155,055	95.71%
895 - SPECIAL ASSESSMENT	2,387,073	2,387,073	\$4,507	\$29,050	1.22%
SPECIAL ASSESSMENT FUNDS TOTAL	2,549,081	2,549,081	\$4,507	\$184,105	7.22%
514 - AUTO PARKING SYSTEM	95,443	95,443	\$412	\$4,351	4.56%
518 - PARKING ASSESSMENT	352,297	352,297	\$28,207	\$347,669	98.69%
519 - COOPER/FRANCIS PARKING DECKS	15,550	15,550	\$3,722	\$23,900	153.70%
590 - SEWER	22,154,210	22,154,210	\$633,641	\$4,328,041	19.54%
591 - WATER	39,510,527	39,510,527	\$1,994,066	\$12,796,487	32.39%
ENTERPRISE FUND TOTAL	62,128,027	62,128,027	\$2,660,048	\$17,500,447	28.17%
641 - PUBLIC WORKS ADMINISTRATION	378,106	378,106	\$70,147	\$317,498	83.97%
642 - ENGINEERING ADMINISTRATION	323,476	323,476	\$24,150	\$177,084	54.74%
643 - LOCAL SITE REMEDIATION REVOLVING	70,555	70,555	\$1,456	\$10,350	14.67%
661 - MOTOR POOL & GARAGE	1,458,576	1,458,576	\$127,948	\$1,135,962	77.88%
676 - WORKERS COMPENSATION	210,000	210,000	\$15,870	\$142,268	67.75%
677 - SELF-INSURED HEALTHCARE	6,505,000	6,505,000	\$503,763	\$4,178,130	64.23%
INTERNAL SERVICE FUND TOTAL	8,945,713	8,945,713	\$743,336	\$5,961,291	66.64%
703 - COUNTY & SCHOOL TAX	28,860,000	28,860,000	\$14,624	\$128,242	0.44%
CUSTODIAL FUND TOTAL	28,860,000	28,860,000	\$14,624	\$128,242	0.44%
731 - EMPLOYEES RETIREMENT SYSTEM	6,507,820	6,507,820	(\$201,536)	\$3,008,476	46.23%
732 - POLICE & FIRE PENSION	259,455	259,455	\$29,119	\$293,155	112.99%
734 - POLICE & FIRE ACT 345	10,829,381	10,829,381	\$270,615	\$7,803,650	72.06%
736 - PUBLIC EMPLOYEE HEALTH CARE	230,000	230,000	—	\$336,950	146.50%
PENSION TRUST FUND TOTAL	17,826,656	17,826,656	\$98,197	\$11,442,231	64.19%
ALL OTHER FUNDS TOTAL	220,777,221	222,082,238	\$5,500,482	\$73,222,939	33.17%

NOTES TO REVENUE AND EXPENDITURE SUMMARIES

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

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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

Monday, March 31, 2025

MMG Jackson MI LLC
Attorney Joseph Nafsu
(nafsulaw@gmail.com)

RID # 2410-14718 **Reference/Transaction:** CONDITIONAL LICENSE, Transfer Ownership 2024 SDM license issued under MCL 436.1533(7) with Sunday Sales Permit (AM), Beer & Wine Tasting Permit and Gas Pumps issued under MCL 436.1541(6) 5' (inside) from GPM Southeast, LLC.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: MMG Jackson MI LLC

Business address and phone number: 1910 E Michigan Ave, Jackson 49202

Home address and phone number of partner(s)/subordinates:

1. Manpreet Singh: 905A East Maple St, Bryan OH 43506 C: (516) 884-5076
2. Harkirat Garcha: 15712 Bald Eagle Way, Huntertown IN 46748 C: (260) 452-9706

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

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

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: City of Jackson (amuray@cityofjackson.org)
GPM Southeast, LLC (licensing@gpminvestments.com)

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: April 15, 2025
SUBJECT: Receipt of Acknowledgement Letter from Michigan Liquor Control Commission

Recommendation:

Receipt of Acknowledgment Letter from Michigan Liquor Control Commission for transfer application at 1910 E Michigan Avenue with Sunday Sales Permit (AM), Beer & Wine Tasting Permit and Gas Pumps issued under MCL 436.1541(6) 5' (inside) from GPM Southeast, LLC. The MLCC provides an opportunity for the Local Governmental Unit to submit an opinion on the application or advise of any local non-compliance issues. Chief Simpson has had the matter reviewed and has no issues with the transfer.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

Monday, March 31, 2025

MMG Jackson MI LLC
Attorney Joseph Nafsu
(nafsulaw@gmail.com)

RID # 2410-14723 Reference/Transaction: CONDITIONAL LICENSE, Transfer Ownership 2024 SDM license issued under MCL 436.1533(7) with Sunday Sales Permit (AM), Beer & Wine Tasting Permit and Gas Pumps issued under MCL 436.1541(6) 5' (inside) from GPM Southeast, LLC.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: MMG Jackson MI LLC

Business address and phone number: 846 N West Ave, Jackson 49202

Home address and phone number of partner(s)/subordinates:

1. Manpreet Singh: 905A East Maple St, Bryan OH 43506 C: (516) 884-5076
2. Harkirat Garcha: 15712 Bald Eagle Way, Huntertown IN 46748 C: (260) 452-9706

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

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

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: City of Jackson (amuray@cityofjackson.org)
GPM Southeast, LLC (licensing@gpminvestments.com)

MEMO TO: Mayor and City Councilmembers
FROM: Andrea Muray, City Clerk
DATE: April 15, 2025
SUBJECT: Receipt of Acknowledgement Letter from Michigan Liquor Control Commission

Recommendation:

Receipt of Acknowledgment Letter from Michigan Liquor Control Commission for transfer application for 846 N West Avenue with Sunday Sales Permit (AM), Beer & Wine Tasting Permit and Gas Pumps issued under MCL 436.1541(6) 5' (inside) from GPM Southeast, LLC. The MLCC provides an opportunity for the Local Governmental Unit to submit an opinion on the application or advise of any local non-compliance issues. Chief Simpson has had the matter reviewed and has no issues with the transfer.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Bike Night at Bella Notte

Recommendation:

Approve a request from Bella Notte to host the Bike Night at Bella Notte, Tuesdays (3/18/25-10/28/25), in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Bike Night at Bella Notte.

I recommend approval of the Special Event Application for the Bike Night at Bella Notte. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from Bella Notte to host the Bike Night at Bella Notte, Tuesdays (3/18/25-10/28/25), in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Seven parking spots in front of Bella Notte, providing own cones.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Bella Notte to host the Bike Night at Bella Notte, Tuesdays (3/18/25-10/28/25), in downtown Jackson.

ATTACHMENTS

- 1. SEA-Bike Nights at Bella Notte



By: ll. Evans Date: 3/19/25
Fee Rec: X Date: 3/19/25
Cash: \$75 Check #: 22940

Approved through City Council

Yes/No: _____ Date: _____

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☒ Level 1: \$75 (0-1 city resources)

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

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

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

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

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

☒ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Bike Night

Sponsoring Organization Legal Name : Bella Notte

Street Address : 137 W Michigan

Tax ID# : 383596771

Website : _____

Contact Name 1 : Gregory Walker Email: gwalker@modernmachetool.com

Phone: 517 782 5727

Contact Name 2 : Jeff Strub

Email: info@bellanotte.com Phone: 517 782 5727

Contact Name/Phone# During Event: Same as above

Event Details

Event Date(s): Tuesday 3/18/25 Set up Time: 10:30 AM Start Time: 4:00 PM End Time: 9:00 PM Tear Down Time: NA

Late March - Mid Oct.

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? With Point 4 years

What is the expected attendance? 25-50

Do you expect to do this event next year? ☒ Yes ☐ No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*

☐ Other

Bike Night (Guests on sidewalk)

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

Bikes in Parking Spots.

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

Every Tuesday when the weather cooperates we use
The seven parking spots in front of Bella Noche to park Bikes
Dates are from late March to early October

☐ **Event Location** Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

*requires Ella Sharp Board approval

Other Location

137-139 W Michigan Ave



Requested Street Closure(s)

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

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

☐ **Bathroom Plan** Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

NA Use Bella Notre Service

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

NA

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

NA

Cleanup: Who will handle post-event cleanup?

Bella Notre Staff

Additional notes:

Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power?

Yes

No

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

Will you have food trucks?

Please add food truck names and locations on the map.

Yes

No

If yes, how many food trucks do you anticipate?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes

No

If yes, how many?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

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

Yes

No

If yes, what?

Using generators?

Yes

No

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

Yes

No

If yes, how many?

Other electrical power needed?

Yes

No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes

No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes

No

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

Police Department: Do you require police assistance?

Yes

No

If yes, please explain:

Alcohol Sales:

Yes

No

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

Restaurant License

Cannabis Consumption Area:

Yes

No

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

Other Requests:

Traffic Cones How many?

0

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

Insurance Please request the following documentation from your insurance carrier.

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

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

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

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

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

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

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

Special Event Application Policy

Additional charges may incur if policies are broken.

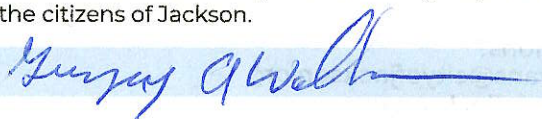
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.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

Special Event Application

Certification and Signature

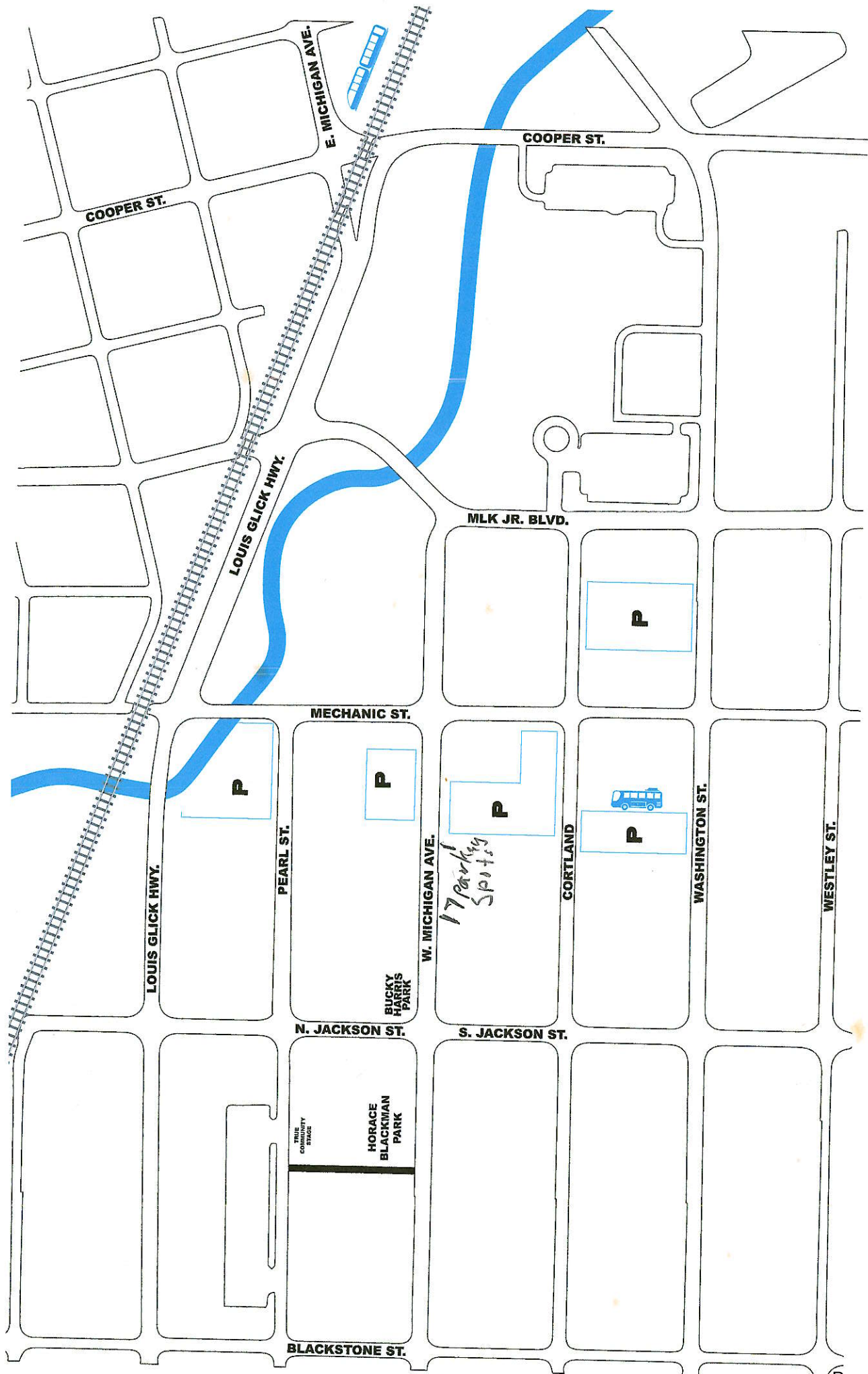
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will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

Signature:



Date:

11 March 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2025

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

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

PRODUCER The Craft Agency Inc. 2533 Spring Arbor Rd P O Box 1187 Jackson MI 49204		CONTACT NAME: Shawna Bahr PHONE (A/C, No, Ext): (517) 787-0077 E-MAIL ADDRESS: sab@craftagency.com FAX (A/C, No): (517) 787-9356	
INSURED Prego LLC, DBA: Bella Notte Ristorante 137 - 139 W Michigan Avenue Jackson MI 49201		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners INSURER B: Home Owners Ins INSURER C: MI Restaurant & Lodging Fund INSURER D: INSURER E: INSURER F:	
		NAIC # 18988 26638	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **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:			06477354	10/26/2024	10/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ 19			5147735400	10/26/2024	10/26/2025	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 \$ 10,000			5147735401	10/26/2024	10/26/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	BELLA1R	01/01/2025	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 named as Additional Insured with respect to the General Liability.

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
---	---

To Jackson DDA. Beth

Bike Night Application

Gregory Walker email gawalker@modernmachinetool.com ph 517 782 5727

Jeff Straub email info@bellanotteristorante.com ph 517 782 5727

Insurance Certificate enclosed



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Special Event Application: 2nd Annual Blessing of the Bikes

Recommendation:

Approve a request from the Bikers Against Bullies to host the 2nd Annual Blessing of the Bikes on May 3, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 2nd Annual Blessing of the Bikes.

I recommend approval of the Special Event Application for the 2nd Annual Blessing of the Bikes. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Bikers Against Bullies to host the 2nd Annual Blessing of the Bikes on May 3, 2025, in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$137.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$900.00
		TOTAL	\$1037.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, parking lot closures, electrical, barricades

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Bikers Against Bullies to host the 2nd Annual Blessing of the Bikes on May 3, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Blessing of the Bikes 2025 UPDATED 4-7-25



By: M.Evans	Date: 2/24/25
Fee Rec: Yes	Date: 1/23/25
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

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

☒ Insurance documentation for sponsoring organization *won't have until 30 days prior*

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: **2nd Annual Blessing of the Bikes**

Sponsoring Organization Legal Name : **Bikers Against Bullies, USA**

Street Address : **1317 Locust St., Jackson, MI 49203**

Tax ID# : **46-6105593**

Website :

Contact Name 1 : **Brenda Cubbon**

Email: **bcubbon49068@gmail.com**

Phone: **5179175775**

Contact Name 2 : **Burkley Eutsey**

Email: **burkleybriegel143@gmail.com**

Phone: **5177558111**

Contact Name/Phone# During Event:

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 3, 2025	10:00am	12:00pm	6:00pm	7:00pm

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

What is the expected attendance? **1000**

Do you expect to do this event next year?

☒ Yes ☐ No

Type of Event Please check all that apply

Festival ☐ March/Parade ☐ Walk/Run* ☒ Other ☐ Blessing over bikes and riders, vendors, music, food, raffles

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

Description of Event

This description will be posted on the Special Events Calendar

2nd Annual Event, family friendly event. There will be a motorcycle judging contest, food trucks, vendors selling their goods, raffles, 50/50, event shirts and patches, BAB swag for sale, music, a monster truck club (3 trucks) being displayed.

Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

*requires Ella Sharp Board approval

Other Location ☒ Mechanic street between Pearl and Cortland. Mich Ave Martin Luther to Mechanic. Cortland,mechanic, Martin Luther
8, 9 and 9A parking lots

Requested Street Closure(s)

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

Street Name: Mich Ave

Cross Street 1: Mechanic

Cross Street 2: Martin Luther King

Closure Start Date: May 3, 2025

Time: 9 am

Closure Start Date: May 3, 2025

Time: 9 am

Street Name: ~~Mechanic~~

Cross Street 1: ~~Pearl~~

Cross Street 2: ~~Cortland~~

Closure Start Date: ~~May 3, 2025~~

Time: ~~9 am~~

Closure Start Date: ~~May 3, 2025~~

Time: ~~9 am~~

Street Name: Cortland

Cross Street 1: Mechanic

Cross Street 2: Martin Luther King

Closure Start Date: May 3, 2025

Time: 9 am

Closure Start Date: May 3, 2025

Time: 9 am

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Bathroom Plan

Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 4

Service Provider: Who will supply and service the restrooms (name/contact)? Lester Brothers, 517-764-7908

Placement: Where will restrooms be located? *Please include locations on the map 2 by food trucks and 2 in Found pk lot

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

Collection: How will garbage be managed during and after the event? a company will be doing it.

Service Provider: Who is responsible for waste removal (name/contact)? LRS Recycles from Brooklyn.

Reciprocals: How many bins will be provided? *Please include locations on the map 4 to 5
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? Bikers Against Bullies

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate? 6

Using generators? ☒ Yes ☐ No

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

☐ Yes

☒ No

If yes, how many?

Will you have Vendors/ Other food on site?

☒ Yes

☐ No

If yes, how many? 3 vendors w/ food items

Using generators? ☐ Yes ☒ No

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

☐ Yes

☒ No

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators? ☐ Yes ☐ No

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

☐ Yes

☐ No

If yes, how many?

Other electrical power needed?

☒ Yes

☐ No

If yes, what? Power by Ogma for some vendors

Wattage needed: 120

Number of plug-ins needed: 8

Water: Do you need water?

☐ Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

☐ Yes

☒ No

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

Police Department: Do you require police assistance?

☐ Yes

☒ No

If yes, please explain:

Alcohol Sales:

☐ Yes

☒ No

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

Cannabis Consumption Area:

☐ Yes

☒ No

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

☒ Other Whatever the City uses to block off streets

☒ Other Possibly a mobile stage. Still working with Ogma to figure out the music location.

**If a mobile stage becomes a need, Melissa E. will follow up with DPW.*

Required Attachments for Application Processing

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

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

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

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

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

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

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

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

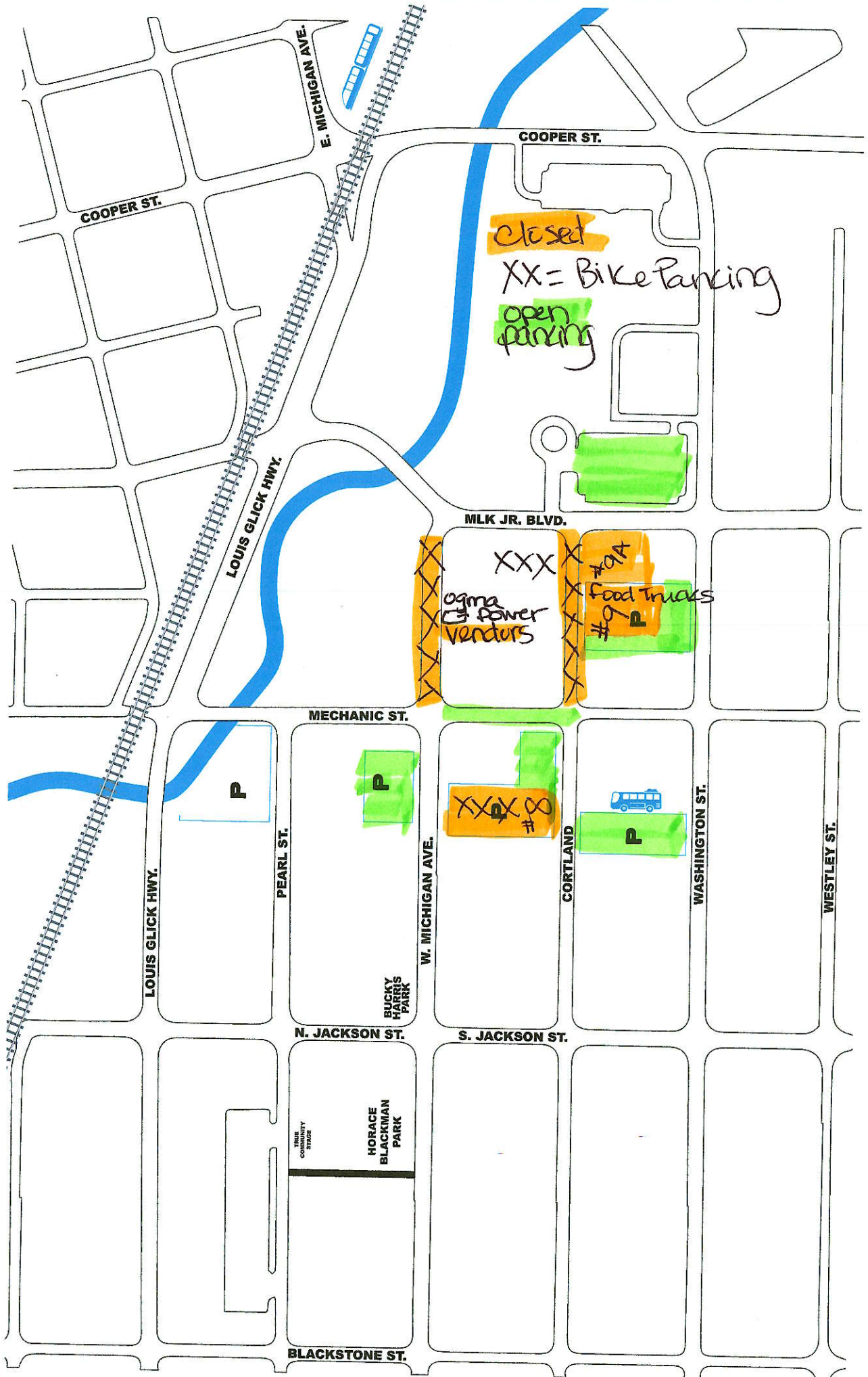
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will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

Signature:

Brenda Gibson

Date:

2/24/2025



BLESSING OF THE BIKES

PROCEEDS BENEFIT BIKERS AGAINST BULLIES USA



MAY 3, 2025
12PM - 6PM
BLESSING AT
2PM & 4PM

DOWNTOWN JACKSON
EAST MICHIGAN AVE
JACKSON, MI

50/50
RAFFLES
EVENT APPAREL
PATCH SEWING
VENDORS
MUSIC

BIKE CONTEST:
BEST PAINT
BEST CUSTOM
BEST METRIC
BEST CLASSIC
PEOPLE'S CHOICE

REGISTRATION: 12PM - 2PM
\$10 TO ENTER

WINNER ANNOUNCED AT 2:30PM

FOOD TRUCKS

ALL DETAILS HERE:



BECOME A SPONSOR TODAY!

FOR QUESTIONS CONTACT BRENDA CUBBON - BCUBBON49068@GMAIL.COM OR 517.917.5775



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Charcuterie Boardwalk 2025

Recommendation:

Approve a request from the Jackson DDA to host the Charcuterie Boardwalk on May 15, 2025, in downtown Jackson.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Jackson DDA to host the Charcuterie Boardwalk on May 15, 2025, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson DDA to host the Charcuterie Boardwalk on May 15, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Charcuterie Boardwalk 2025



By: **M. Evans** Date: **3/19/25**

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: **Charcuterie Boardwalk 2025**

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

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

Tax ID# : **38-60044701**

Website : **www.jacksondda.org**

Contact Name 1 : **Beth Kuiper**

Email: **jacksondda@cityofjackson.org**

Phone: **517-768-6410**

Contact Name 2 : **Melissa Evans**

Email: **mevans@cityofjackson.org**

Phone: **517-768-6411**

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

Event Details

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

May 15, 2025

N/A

3pm

8pm

Has this event occurred before? ☒ Yes

No If yes, how many previous years?

1

What is the expected attendance? **250**

Do you expect to do this event next year?

☒ Yes

No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*



Other

Retailer and Restaurant Charcuterie Walk

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

Description of Event

This description will be posted on the Special Events Calendar

Participants will begin at the Jackson Symphony Orchestra, where they'll receive a map of participating establishments before exploring local retailers and restaurants using downtown sidewalks to gather delicious meats, cheeses, and accompaniments at each stop.

Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

☒ Other Location **JSO and participating restaurants and retailers**

Requested Street Closure(s)

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

Street Name: **None**

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

☒ Bathroom Plan

Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? **JSO and participating establishments**

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

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

Additional Notes:

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



Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ No

If yes, how many food trucks do you anticipate?

Using generators? ☒ No

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

☒ No

If yes, how many?

Will you have Vendors/ Other food on site?

☒ No

If yes, how many?

Using generators? ☒ No

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

☒ No

If yes, how many?

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

☒ No

If yes, what?

Using generators? ☒ No

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

☒ No

If yes, how many?

Other electrical power needed?

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

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

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

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

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

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

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

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

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: **Beth Kuiper**

Date: **3/19/25**



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Ride of Silence

Recommendation:

Approve a request from the Cascades Cycling Club of Jackson to host the Ride of Silence on May 21, 2025, at Horace Blackman Park in downtown Jackson.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Cascades Cycling Club of Jackson to host the Ride of Silence on May 21, 2025, at Horace Blackman Park in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$340.00
Public Works	X		\$0.00
		TOTAL	\$340.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Use of Horace Blackman Park

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Cascades Cycling Club of Jackson to host the Ride of Silence on May 21, 2025, at Horace Blackman Park in downtown Jackson.

ATTACHMENTS

- 1. SEA-Ride of Silence



By: 3/7/25 Date: J.E.
Fee Rec: \$75 Date: 3/7/25
Cash: Check #: 1237

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☒ Level 1: \$75 (0-1 city resources)

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

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

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

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

☒ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

☒ Applicant Information

EVENT NAME: Ride of Silence

Sponsoring Organization Legal Name : Cascades Cycling Club of Jackson

Street Address : PO Box 515, Jackson, MI 49204

Tax ID# : 81-4893536

Website : cascadescyclingclub.com

Contact Name 1 : Michael Woizeschke

Email: michlwoiz@icloud.com

Phone: (517) 795-6350

Contact Name 2 : Dan McClure

Email: runnerm1@comcast.net

Phone: (517) 740-5950

Contact Name/Phone# During Event:

☒ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 21, 2025	6:45 p.m.	7:00 p.m.	8:30 p.m.	8:40 p.m.

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

What is the expected attendance? 45

Do you expect to do this event next year?

☒ Yes ☐ No

☒ Type of Event Please check all that apply

Festival March/Parade Walk/Run* Other **Bicycle Ride**

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



Description of Event

This description will be posted on the Special Events Calendar

The Ride of Silence is an international bicycling event to honor the lives of cyclists killed or injured while bicycling. This ride also serves to remind motorists that bicyclists have a legal right to ride on city streets and country roads. Riders will assemble prior to the event in Horace Blackman Park and depart from there at 7:00 p.m. Cyclists will be asked to refrain from speaking during the ride. In the past Jackson City Police and Jackson County Sheriff's personnel have provided a police escort to our riders, and we would like them to do the same this year.



Event Location

Please include the location on the map



Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*

Other Location



Requested Street Closure(s)

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

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

Closure
Start Date:

Time:

End Date:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:

Street Name:

Cross
Street 1:

Cross
Street 2:

Closure
Start Date:

Time:

Closure
End Date:

Time:



Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Page 2



Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes: No trash will be generated - no need for any cleanup



Other City Resource Requests *Include all extra resources on map

Electrical Power: Do you need electrical power?

Yes

No

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

Will you have food trucks?

Please add food truck names and locations on the map.

Yes

☒ No

if yes, how many food trucks do you anticipate?

Using generators?

Yes

☒ No

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

Yes

No

if yes, how many?

Will you have Vendors/ Other food on site?

Yes

☒ No

if yes, how many?

Using generators?

Yes

No

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

Yes

No

if yes, how many?

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

Yes

☒ No

if yes, what?

Using generators?

Yes

No

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

Yes

No

if yes, how many?

Other electrical power needed?

Yes

☒ No

if yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes

☒ No

if yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes

☒ No

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

Police Department: Do you require police assistance?

☒ Yes

No

if yes, please explain: Police escort needed beginning at 7:00 p.m. & during the ride.

Alcohol Sales:

Yes

☒ No

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

Cannabis Consumption Area:

Yes

☒ No

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing



Insurance Please request the following documentation from your insurance carrier.

Insurance Type

Requirements

Certificate of Liability Insurance
(MUST also be provided by all vendors)

- Showing a liability coverage of at least \$1,000,000
- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

Liquor Liability Insurance (if needed)

- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

Cannabis Liability Insurance (if needed)

- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

XCU Fireworks Liability Insurance
(if needed; required for all fireworks displays)

- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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



Event Map

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

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

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

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

The Cascades Cycling Club is Domestic Nonprofit Corporation in the State of Michigan. Our mission is to promote bicycling for health, recreation and fitness for bicyclists of all abilities. Revenues in excess of our expenses are donated annually to the

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2025

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

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

PRODUCER Hacker-King-Sherry Insurance Agency 2205 Abbot Rd Ste A East Lansing MI 48823		CONTACT NAME: Chad Fisher PHONE (A/C, No, Ext): (517) 337-6000 E-MAIL ADDRESS: CFisher@hksagency.com FAX (A/C, No): (517) 337-0982	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Mutual Ins	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Cascade Cycling Club- Jackson PO Box 515 Jackson MI 49204		NAIC # 15350	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **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		A235195-00	03/01/2025	03/01/2026	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A235195-00	03/01/2025	03/01/2026	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 \$ \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				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)

Bicycling Club - Additional insured liability is afforded to the city of jackson, jackson Downtown Development Authority, and Jackson County for use of city parks as bicycle ride assembly and ride starting locations.

CERTIFICATE HOLDER

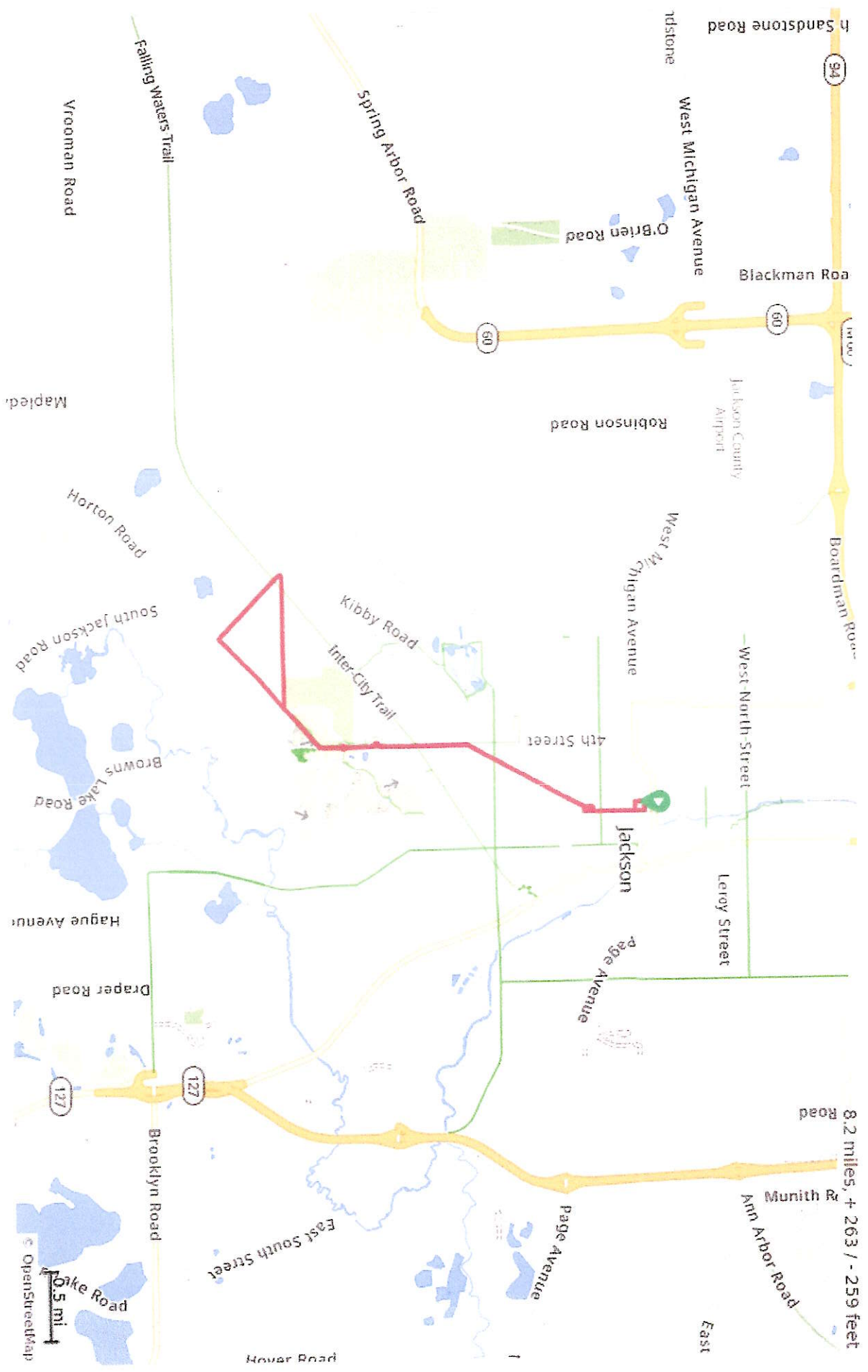
City of Jackson 161 W Michigan Ave Jackson MI 49201

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ride of Silence 2025 Jackson



Ride of Silence 2025 Jackson

Type	Note
	Start of route
	R onto West Pearl Street
	L onto North Jackson Street
	R onto W Mason St
	L onto Greenwood Pl
	Continue onto 4th St
	Exit the traffic circle onto 4th St
	At the traffic circle, continue straight to stay on 4th St
	Slight R onto Horton Rd
	R onto Weatherwax Dr
	R onto Park Rd
	Slight L onto Horton Rd
	L onto 4th St
	Enter the traffic circle
	Exit the traffic circle onto 4th St

5.8 miles. +218/-190 feet

Type	Note
	Enter the traffic circle
	Slight R onto Greenwood Ave
	Slight R onto W Wilkins St
	L onto S Jackson St
	L onto W Michigan Ave
	R onto Hayes Ct
	End of route

2.3 miles. +45/-60 feet



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Special Event Application: Memorial Day Cascades Fireworks

Recommendation:

Approve a request from the Jackson County Parks to host the Memorial Day Cascades Fireworks on May 24, 2025 (Rain date May 25, 2025), at Cascades Park.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION:

Approve a request from the Jackson County Parks to host the Memorial Day Cascades Fireworks on May 24, 2025 (Rain date May 25, 2025), at Cascades 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
Neighborhood & Economic Operations		X	\$0.00
Parks & Recreation		X	\$0.00
Police		X	\$1986.00
Public Works		X	\$3000.00
		TOTAL	\$4986.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, 3 portable lights, JPD support

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Parks to host the Memorial Day Cascades Fireworks on May 24, 2025 (Rain date May 25, 2025), at Cascades Park.

ATTACHMENTS

- 1. SEA-Memorial Day Cascades Fireworks



By: M. Evans Date: 3/14/25

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Cascades Firework Show- Memorial Day

Sponsoring Organization Legal Name : Jackson County Parks

Street Address : 128 W Ganson St Jackson, MI 49201

Tax ID# : 38-6004845

Website : www.jacksoncountyparks.org

Contact Name 1 : Emily Thomas

Email: ethomas@mijackson.org

Phone: 517-768-2905

Contact Name 2 : Stacy Curtis

Email: scurtis@mijackson.org

Phone: 517-768-2902

Contact Name/Phone# During Event: Emily Thomas 517-513-9882

Event Details

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

May 24, 2025 (Rain Date May 25)

5:00pm

6:00pm

12:00am

12:00am

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

What is the expected attendance? 10,00+

Do you expect to do this event next year?

☒ Yes

☐ No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*

☒ Other

☐ Firework Show

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

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

Firewroks, live entertainment, and food vendors

Event Location Please include the location on the map

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ MLK Equality Trail

☐ TRUE City Square Stage

☐ Grand River Farmers Market Pavilion

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

☒ Other Location Sparks Foundation County Park

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

Street Name: Brown St

Cross Street 1: Randolph St

Cross Street 2:

Closure Start Date: May 24

Time: 6pm

Closure Start Date: May 25

Time: 1am

Street Name: Brown St

Cross Street 1: Denton St.

Cross Street 2:

Closure Start Date: May 24

Time: 6pm

Closure Start Date: May 25

Time: 1am

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate? 10 max

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Will you have Vendors/ Other food on site?

☐ Yes

☒ No

If yes, how many?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Other electrical power needed?

☐ Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

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

Location of where the water is needed:

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

Police Department: Do you require police assistance? ☒ Yes ☐ No If yes, please explain: directing traffic after the show

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

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

☒ Other 3 portable lights from DPW

☐ Other

Required Attachments for Application Processing

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

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

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

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

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

**If these details change, a revised map must be provided seven days prior to event.*

Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

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

As a county government, we organize three annual firework shows on Memorial Day, July 3rd, and Labor Day, providing free fireworks for the community. These events draw over 20,000 attendees and contribute to the local economy by attracting visitors and supporting area businesses. As a publicly funded entity, our budget is allocated toward providing essential services and community programming. Waiving or reducing the application fee would allow us to continue offering these beloved events at

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature:

Date:

Cascade Falls Jackson, Michigan

May 24, 2025

\$4,500.00 Proposal

Includes Insurance & Labor

Open

30 3" Assorted Color Chains 10/1

Main Show

12 3" Hekou Salutes W/Tails

36 3" Sunny Assorted Shells W/ tails

36 4" Flower King Assorted Shells

18 5" Nishi Pyro Assorted Shells

Grand Finale

60 2.5" Color and Report Shells Chained 10/1

60 3" Titanium Salutes Chained 12/1

72 3" Color and Report Shells Chained 12/1

2 Fire Mines

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. ☒ 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 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 24, 2025 WITH RAIN DAY OF MAY 25, 2025; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2025 WITH RAIN DAY OF JULY 5, 2025 AND LABOR DAY FIREWORKS ON AUGUST 30, 2025 WITH RAIN DAY OF AUGUST 31, 2025.
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, 2026
Date Issued: February 14, 2025

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

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



Authorized Representative

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;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 E-MAIL ADDRESS: jnau@tpgrp.com	FAX (A/C, No): 425-455-6727
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 :		

COVERAGES

CERTIFICATE NUMBER: 357462029

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		GC10010148251	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			GCD0010062251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			UXP104806303	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability - Occurrence			GC10010148251	2/1/2025	2/1/2026	Each Occurrence \$5,000,000 Aggregate \$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: 5/24/25 RD: 5/25/25, 7/3/25 RD: 7/5/25, 8/30/25 RD: 8/31/25
Location of Events: Cascade Park's, Jackson, MI

CERTIFICATE HOLDER**CANCELLATION**

Jackson County Parks Department
1992 Warren Avenue
Jackson MI 49203

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Special Event Application: Memorial Day Procession and Ceremony.

Recommendation:

Approve a request from the Jackson County Veteran Council to host the Memorial Day Procession and Ceremony on May 26, 2025, in downtown Jackson.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Jackson County Veteran Council to host the Memorial Day Procession and Ceremony on May 26, 2025, in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$600.00
Police	X		\$546.00
Public Works	X		\$900.00
		TOTAL	\$2046.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, JPD assistance, mobile stage

OWNERSHIP

Insurance Status: This event falls under the Hold Harmless Agreement

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Veteran Council to host the Memorial Day Procession and Ceremony on May 26, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Memorial Day Procession and Ceremony

By: MEVANS Date: 3/26/25
Fee Rec: _____ Date: _____
Cash: _____ Check #: _____
Approved through City Council
Yes/No: _____ Date: _____

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

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

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

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

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

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

☐ **Insurance documentation for sponsoring organization**

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

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

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

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

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

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

☒ Applicant Information

EVENT NAME: Memorial Day Procession and Ceremony

Sponsoring Organization Legal Name : Jackson County Veteran Council

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

Tax ID# : 38-6068656

Website : N/A

Contact Name 1 : David Welihan

Email: david_welihan@hotmail.com

Phone: 5179609268

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event: David Welihan 5179609268

☒ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
Monday May26, 2025	9:00 am	10:00 am	12:00 pm	12:00 pm

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 88

What is the expected attendance? 150

Do you expect to do this event next year?

☒ Yes ☐ No

☒ Type of Event Please check all that apply

Festival

March/Parade

Walk/Run*

Other

Marching procession and ceremony

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

**Description of Event**

This description will be posted on the Special Events Calendar

March from Michigan Ave south on Jackson St to Greenwood south to Rockwell then east to cemetery entrance. March starts at 10:00 am.

**Event Location**

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*

Other Location From Michigan Ave south on Jackson St to Greenwood to the south gate of Mt Evergreen where the ceremony will take

**Requested Street Closure(s)**

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

Street Name: Michigan

Cross Street 1: Jackson ST

Cross Street 2: Mechanic St

Closure Start Date: May 26, 2025

Time: 9:00 am

Closure Start Date: May 26, 2025

Time: 10:15 am

***Michigan Ave closed for procession lineup.**

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

**Bathroom Plan**

Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? NONE

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

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

Additional Notes: No restrooms needed

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



Waste Management Plan

Please include garbage locations on the map

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

Collection: How will garbage be managed during and after the event? **NONE NEEDED**

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

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

Cleanup: Who will handle post-event cleanup? **Veteran Council**

Additional notes:



Other City Resource Requests

*Include all extra resources on map

Electrical Power: Do you need electrical power?

Yes ☒ No

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

Will you have food trucks?

Please add food truck names and locations on the map.

Yes

☒ No

If yes, how many food trucks do you anticipate?

Using generators?

Yes

☒ No

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

Yes

No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes

☒ No

If yes, how many?

Using generators?

Yes

☒ No

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

Yes

No

If yes, how many?

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

Yes

☒ No

If yes, what?

Using generators?

Yes

☒ No

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

Yes

No

If yes, how many?

Other electrical power needed?

Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes

☒ No

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

Police Department: Do you require police assistance?

☒ Yes

No

If yes, please explain: **Vehicle to lead procession, Reserves as Road Guards.**

Alcohol Sales:

Yes

☒ No

*If yes, attach liquor license and liquor liability insurance

Cannabis Consumption Area:

Yes

☒ No

*If yes, attach Cannabis Consumption License and liability insurance

Other Requests:

Traffic Cones How many?

☒

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

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

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

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

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

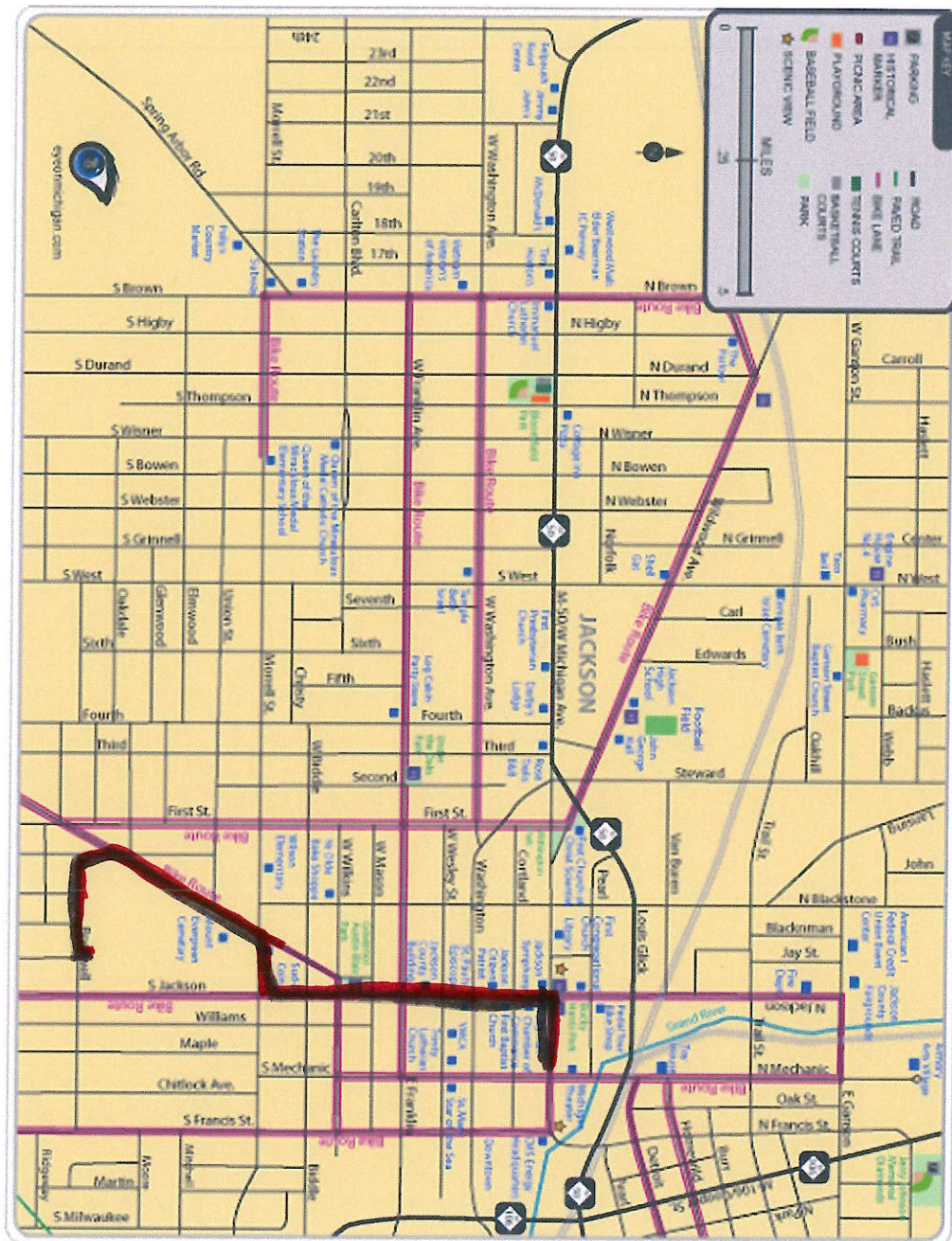
X Route plan	Emergency vehicle access	Requested street closures	Food Truck Locations
Vendor locations	Dispersal locations	Requested reserved parking	
Tent locations	Trash Receptacle locations	Requested electrical location	
Assembly locations	Bathroom locations	Alcohol/Cannabis sales locations	

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

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

Jackson County Veteran Council is non-profit. For this event we are sponsored by American Legion Post 29, their EIN number is listed above. Memorial Day is a National Holiday in which we honor those that have given their life our Country in combat.

**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.*



N
↑



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Special Event Application: The 20th Annual Art, Beer, and Wine Festival

Recommendation:

Approve a request from Ella Sharp Museum to host the 20th Annual Art, Beer, and Wine Festival on June 7, 2025, at Ella Sharp Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 20th Annual Art, Beer, and Wine Festival.

I recommend approval of the Special Event Application for the 20th Annual Art, Beer, and Wine Festival. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from Ella Sharp Museum to host the 20th Annual Art, Beer, and Wine Festival on June 7, 2025, at 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$1000.00
Public Works	X		\$300.00
		TOTAL	\$1300.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, traffic cones, bleachers

OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents, liquor license, and liquor liability insurance.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Ella Sharp Museum to host the 20th Annual Art, Beer, and Wine Festival on June 7, 2025, at Ella Sharp Park.

ATTACHMENTS

- 1. SEA-Art, Beer, and Wine Festival 2025 2



By: M.Evans	Date: 2/18/25
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☒ Insurance documentation for sponsoring organization

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

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

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

☒ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

☒ Applicant Information

EVENT NAME: The 20th Annual Art, Beer and Wine Festival

Sponsoring Organization Legal Name : Ella Sharp Museum

Street Address : 3225 4th Street | Jackson, MI

Tax ID# : 38-1785309

Website : ellasharpmuseum.org

Contact Name 1 : Kyle Liechty

Email: artbeerandwine@ellasharp.org

Phone: 517.740.3762

Contact Name 2 : Jeremy Frew

Email: jeremyf@ellasharp.org

Phone: 517.787.2320

Contact Name/Phone# During Event: Kyle Liechty - 517.740.3762

☒ Event Details

Event Date(s):

Saturday, June 7, 2025

Set up Time:

6:00 AM

Start Time:

1:00 PM

End Time:

7:00 PM

Tear Down Time:

9:00 PM

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

What is the expected attendance? 4,500

Do you expect to do this event next year?

☒ Yes

☐ No

☒ Type of Event Please check all that apply



Festival

March/Parade

Walk/Run*

Other

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

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

The Art, Beer and Wine Festival serves as the largest fundraiser annually for the Ella Sharp Museum. 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 live entertainment.

☒ **Event Location** Please include the location on the map

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ MLK Equality Trail

☐ TRUE City Square Stage

☐ Grand River Farmers Market Pavilion

☒ Ella Sharp Park
*requires Ella Sharp Board approval

☒ Other Location Ella Sharp Museum

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

Street Name: South Oakwood Drive

Cross Street 1: East Hickory Avenue

Cross Street 2: ESM entrance lot

Closure Start Date: 6/7/2025

Time: 6:00 AM

Closure Start Date: 6/7/2025

Time: 8:00 PM

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

☒ **Bathroom Plan** Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 16 units + indoor restrooms

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

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

Additional Notes:

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



Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:



Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate?

Using generators?

☒ Yes

☐ No

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

☐ Yes

☒ No

If yes, how many?

Will you have Vendors/ Other food on site?

☒ Yes

☐ No

If yes, how many?

Using generators?

☐ Yes

☒ No

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

☐ Yes

☒ No

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators?

☐ Yes

☒ No

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

☐ Yes

☒ No

If yes, how many?

Other electrical power needed?

☐ Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

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

☒ Other

☒ Other

Required Attachments for Application Processing

Insurance Please request the following documentation from your insurance carrier.

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

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

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

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

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

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

Requesting a reduction of the fee, as the rate increased nearly 4.5x from 2024 to 2025. The Ella Sharp Museum staff can setup/teardown the barricades once dropped off, set up perimeter fencing, and aid in coordination and setup of the other requests.

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: **Kyle Liechty** Digitally signed by Kyle Liechty
Date: 2025.02.17 10:15:25 -05'00'

Date:

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

EVENT ORGANIZER RESPONSIBILITIES

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

02 Keep fire hydrants and emergency lanes clear.

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

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

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

CITY OF
JACKSON
MICHIGAN



Questions?

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

VENDOR & PARTICIPANT GUIDELINES CITY OF JACKSON

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

01 No stakes, yard signs, or anything that punctures the ground.

We have sprinkler systems in the parks and wood chipped gardens.

02 Need electricity?

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

Tents and inflatables must be weighed down. No stakes, please!

Downtown is often windy! Stakes are not allowed due to the sprinkler system.

03

Please clean up after yourself.

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

04

05 If you need to drive in the park, stay on the sidewalks.

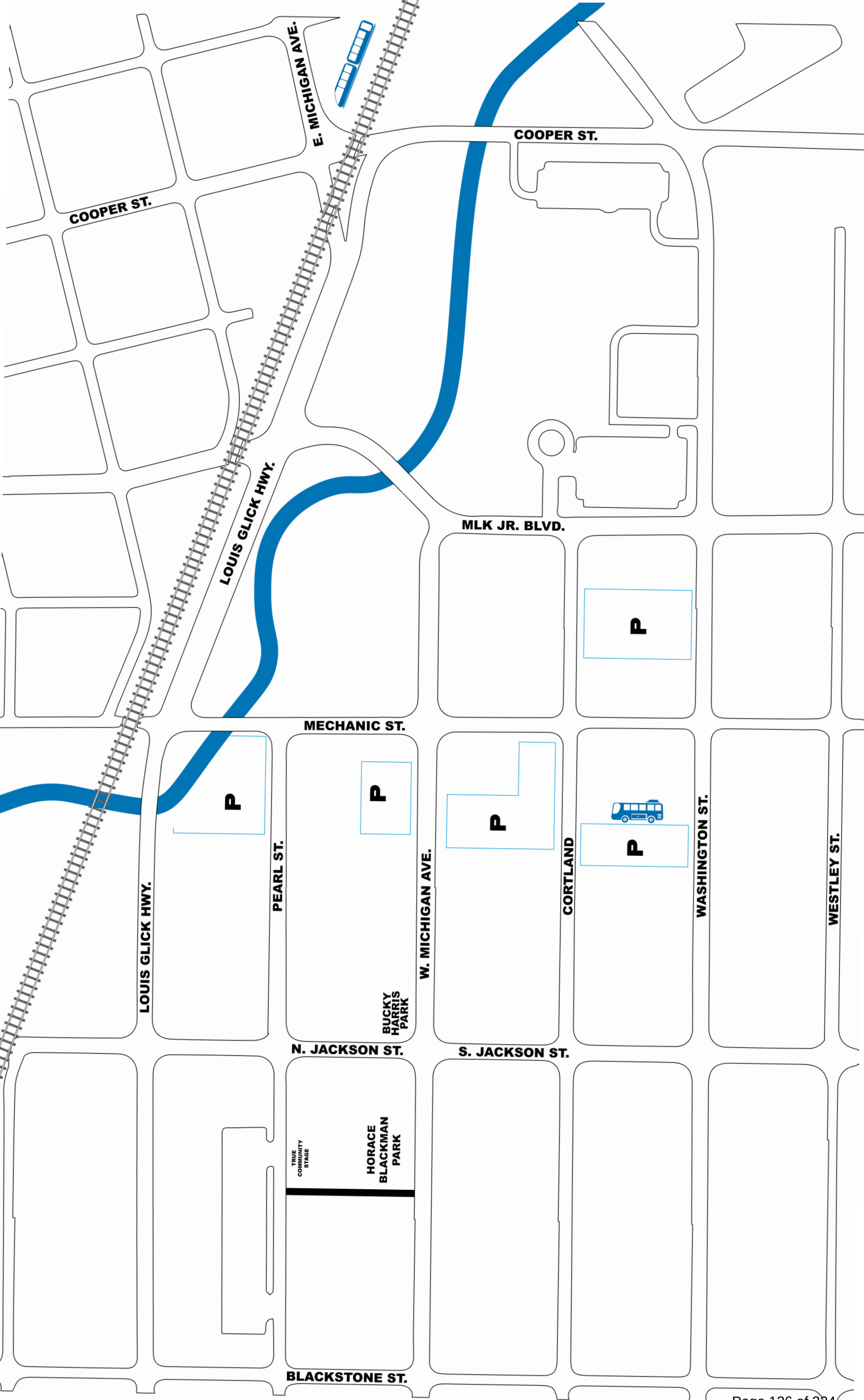
Cars on the grass will damage our sprinkler system!

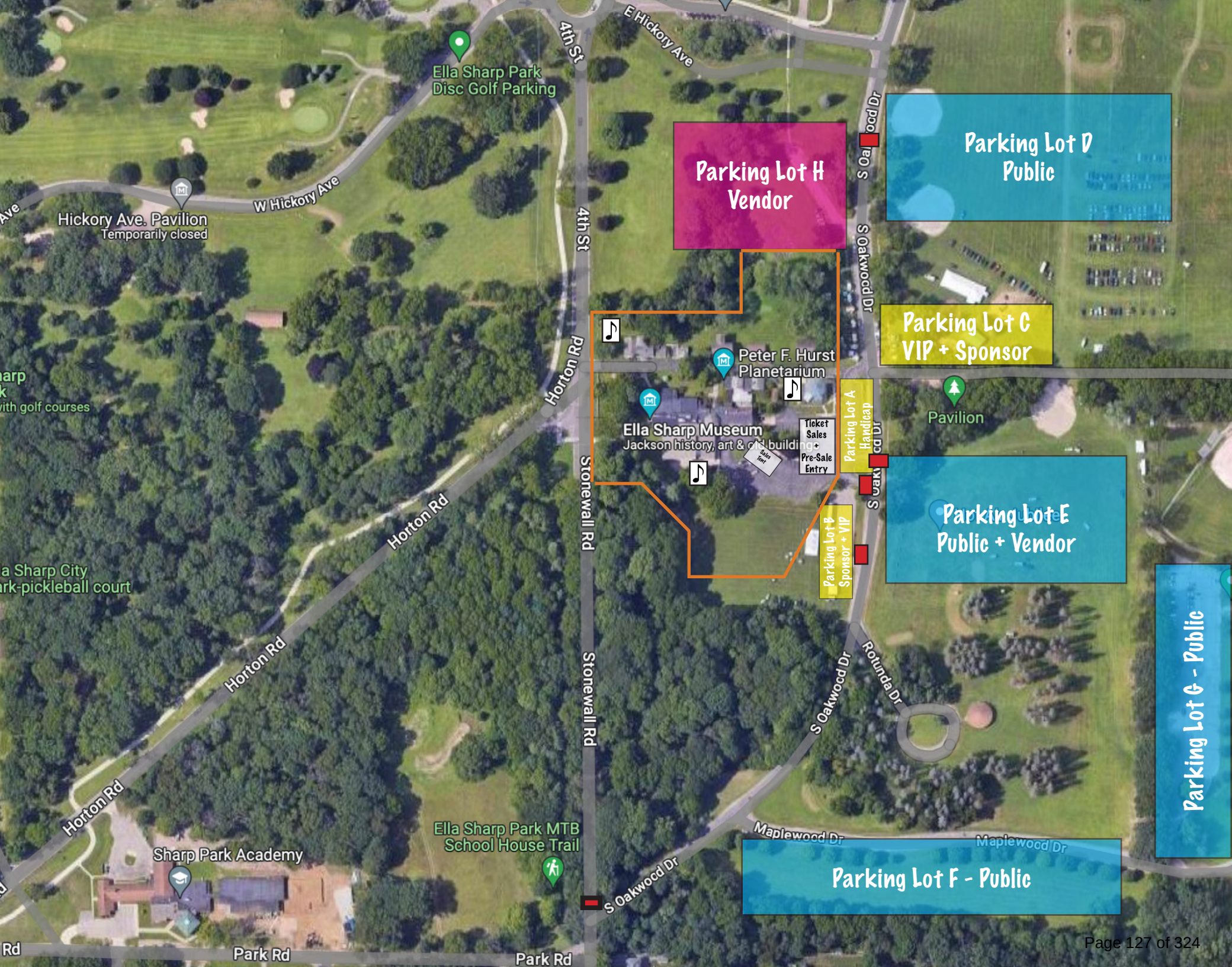
06 Please set up and tear down within the parameters your event organizer has given you.

07 Glitter and confetti are prohibited at all events.

ADDITIONAL SAFETY NOTES AS APPLICABLE:

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







MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Crafts and Market

Recommendation:

Approve a request from Jackson County Parks to host the Crafts and Market on June 28, 2025 at Cascades Park.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from Jackson County Parks to host the Crafts and Market on June 28, 20025 at Cascades 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$200.00
		TOTAL	\$200.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Street Closure

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jackson County Parks to host the Crafts and Market on June 28, 20025 at Cascades Park.

ATTACHMENTS

- 1. SEA-Crafts and Market at Cascades

By: M. Evans Date: 3/24/25
Fee Rec: _____ Date: _____
Cash: _____ Check #: _____
Approved through City Council
Yes/No: _____ Date: _____

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Crafts and Market

Sponsoring Organization Legal Name : Jackson County Parks

Street Address : 128 W Ganson St

Tax ID# : 38-6004845

Website : www.jacksoncountyparks.org

Contact Name 1 : Jacey Hutchins

Email: jhutchins2@mijackson.org

Phone: (517) 768-5876

Contact Name 2 : Emily Thomas

Email: ethomas@mijackson.org

Phone: (517)-768-2905

Contact Name/Phone# During Event: Jacey Hutchins / (517) 768-5876

Event Details

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

Saturday, June 28th, 2025

7am

10am

4pm

4pm - 5pm

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 1

What is the expected attendance? 400

Do you expect to do this event next year? ☒ Yes ☐ No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*

☒ Other

☐ Vendor Fair

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

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

Crafts and Market at the Cascades is back for its second year and is bigger and better! Join us for a fun filled day of local vendors, artisans, and businesses!

☐ Event Location Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*

Other Location Sparks Foundation County Park

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

Street Name: Brown St Cross Street 1: Randolph Cross Street 2: Denton
Closure Start Date: Sat. June 28 Time: 6am - 6pm Closure Start Date: Sat June 28 Time: 6am - 6pm

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

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

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

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

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

☐ Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate? TBD

Using generators?

☐ Yes

☒ No

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

☐ Yes

☒ No

If yes, how many?

Will you have Vendors/ Other food on site?

☒ Yes

☐ No

If yes, how many? 40+

Using generators?

☐ Yes

☒ No

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

☐ Yes

☒ No

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Other electrical power needed?

☐ Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

☐ Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

☐ Yes

☒ No

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

Police Department: Do you require police assistance?

☐ Yes

☒ No

If yes, please explain:

Alcohol Sales:

☐ Yes

☒ No

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

Cannabis Consumption Area:

☐ Yes

☒ No

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

Insurance Please request the following documentation from your insurance carrier.

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

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

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

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

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

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

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: **Jacelyn Hutchins**

Digitally signed by Jacelyn Hutchins
DN: cn=Jacelyn Hutchins, ou=Users
Date: 2025.03.21 12:59:29 -04'00'

Date: 03/21/25



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Independence Day Fireworks at Cascades

Recommendation:

Approve a request from the Jackson County Parks to host the Independence Day Cascades Fireworks on July 3, 2025 (Rain date July 5, 2025), at Cascades Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Independence Day Cascades Fireworks.

I recommend approval of the Special Event Application for Independence Day Cascades Fireworks. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Jackson County Parks to host the Independence Day Cascades Fireworks on July 3, 2025 (Rain date July 5, 2025), at Cascades 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$2045.00
Public Works	X		\$3000.00
		TOTAL	\$5045.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, portable lights, JPD support

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Parks to host the Independence Day Cascades Fireworks on July 3, 2025 (Rain date July 5, 2025), at Cascades Park.

ATTACHMENTS

- 1. SEA-Independence Day Cascades Fireworks



By: M. Evans Date: 3/14/25

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Cascades Firework Show- Independence Day

Sponsoring Organization Legal Name : Jackson County Parks

Street Address : 128 W Ganson St Jackson, MI 49201

Tax ID# : 38-6004845

Website : www.jacksoncountyparks.org

Contact Name 1 : Emily Thomas

Email: ethomas@mijackson.org

Phone: 517-768-2905

Contact Name 2 : Stacy Curtis

Email: scurtis@mijackson.org

Phone: 517-768-2902

Contact Name/Phone# During Event: Emily Thomas 517-513-9882

Event Details

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

July 3, 2025 (Rain Date July 5) 5:00 pm 6:00 pm 12:00 am 12:00 am

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

What is the expected attendance? 10,000+ Do you expect to do this event next year? Yes No

Type of Event Please check all that apply

Festival March/Parade Walk/Run* ☒ Other Fireworks

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

Description of Event

This description will be posted on the Special Events Calendar

Event Location

Please include the location on the map

Fireworks, live entertainment, and food vendors

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park
**requires Ella Sharp Board approval*

Other Location

Sparks Foundation County Park

Requested Street Closure(s)

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

Street Name: Brown St

Cross Street 1: Randolph St

Cross Street 2:

Closure Start Date: July 3

Time: 6pm

Closure Start Date: July 4

Time: 1am

Street Name: Brown St

Cross Street 1: Denton Rd

Cross Street 2:

Closure Start Date: July 3

Time: 6pm

Closure Start Date: July 4

Time: 1am

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Bathroom Plan

Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate? TBD

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Will you have Vendors/ Other food on site?

☐ Yes

☒ No

If yes, how many?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Other electrical power needed?

☐ Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

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

Location of where the water is needed:

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

Police Department: Do you require police assistance? ☒ Yes ☐ No If yes, please explain: directing traffic after the show

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

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

☒ Other 3 portable lights from DPW

☐ Other

Required Attachments for Application Processing

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

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

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

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

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

**If these details change, a revised map must be provided seven days prior to event.*

Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

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

As a county government, we organize three annual firework shows on Memorial Day, July 3rd, and Labor Day, providing free fireworks for the community. These events draw over 20,000 attendees and contribute to the local economy by attracting visitors and supporting area businesses. As a publicly funded entity, our budget is allocated toward providing essential services and community programming. Waiving or reducing the application fee would allow us to continue offering these beloved events at

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: _____

Date: _____

Cascade Falls Jackson, Michigan
 July 3, 2025
 \$12,000.00 Proposal
Includes Insurance & Labor

Open

24	3"	Salutes
30	4"	Assorted Color Finales

Main Show

36	3"	Flower Basket Salutes W/Tails
72	3"	Lidu Assorted Shells
72	3"	Dragon Head Assorted Shells
36	3"	Sunny Assorted Shells

Total
 180

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

Total
 108

Mid Show

2	100 Shot	Mixed Stars w/Whistling Crackling
2	100 Shot	Color Falling Leaves
2	36 Shot	2.5" Assorted Chrys.
18	5"	Sunny Assorted Shells
18	5"	Flower King Assorted Shells
18	5"	Lidu Assorted Pattern Shells

Cascade Falls Jackson, Michigan

July 3, 2025

\$12,000.00 Proposal

Includes Insurance & Labor

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

9 6" Flower King Special Long Duration Shells

18 6" Lidu Assorted *Pattern* Shells
Consisting of: Red to Green peony, dragon eggs, silver Strobe, Yellow Wave, Brocade Crown Red, Color chrys., Red Strobe, Green Dtrobe, Silver peony, TI-willow.

Total
27

2 8" Dahlia Red

2 8" Chry. Red Strobe w/ Blue

Total
4

Grand Finale

120 2.5" Titanium Salutes Chained 10/1
60 3" Finale Red, White & Blue Peony 10/1
60 3" Assorted Color And Salutes Finales 12/1
72 3" Finale Titanium Salute 12/1
60 4" Assorted Color And Salutes Finales 6/1
2 8" Gold Willow to Blue



Cascade Falls Jackson, Michigan

July 3, 2025

\$12,000.00 Proposal

Includes Insurance & Labor

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. ☒ 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 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 24, 2025 WITH RAIN DAY OF MAY 25, 2025; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2025 WITH RAIN DAY OF JULY 5, 2025 AND LABOR DAY FIREWORKS ON AUGUST 30, 2025 WITH RAIN DAY OF AUGUST 31, 2025.
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, 2026
Date Issued: February 14, 2025

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

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



Authorized Representative

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;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 E-MAIL ADDRESS: jnau@tpgrp.com FAX (A/C, No): 425-455-6727																					
INSURED Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Everest Indemnity Insurance Co</td><td>10851</td></tr><tr><td>INSURER B :</td><td>Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C :</td><td>Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	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 :		
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 :																						

COVERAGES

CERTIFICATE NUMBER: 357462029

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		GC10010148251	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			GCD0010062251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			UXP104806303	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability - Occurrence			GC10010148251	2/1/2025	2/1/2026	Each Occurrence \$5,000,000 Aggregate \$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: 5/24/25 RD: 5/25/25, 7/3/25 RD: 7/5/25, 8/30/25 RD: 8/31/25
Location of Events: Cascade Park's, Jackson, MI

CERTIFICATE HOLDER**CANCELLATION**

Jackson County Parks Department
1992 Warren Avenue
Jackson MI 49203

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Hot Air Jubilee

Recommendation:

Approve a request from the Hot Air Jubilee to host the Hot Air Jubilee on July 18-20, 2025, at Ella Sharp Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Hot Air Jubilee.

I recommend approval of the Special Event Application for the Hot Air Jubilee. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Hot Air Jubilee to host the Hot Air Jubilee on July 18-20, 2025, at 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$2133.00
Public Works	X		\$2200.00
		TOTAL	\$4333.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, water (hydrant), JPD assistance, barricades, fencing, golf carts, cones

OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents, liquor license, and liquor liability insurance.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Hot Air Jubilee to host the Hot Air Jubilee on July 18-20, 2025, at Ella Sharp Park.

ATTACHMENTS

1. SEA-Hot Air Jubilee 2025



By: ME	Date: 2/10/25
Fee Rec:	Date:
Cash:	Check #:
Approved through City Council	
Yes/No:	Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Hot Air Jubilee

Sponsoring Organization Legal Name : Hot Air Jubilee

Street Address : P.O. Box 1838, Jackson, MI 49204

Tax ID# : 38-3111323

Website : www.HotAirJubilee.com

Contact Name 1 : Jacqueline Austin, Production Chair Email: jacqaustin@thinkjacksonmi.com Phone: 517-414-7890

Contact Name 2 : Angela Madden, Event Chair Email: info@hotairjubilee.com Phone: 517-782-1515

Contact Name/Phone# During Event: Jacqueline Austin, 517-414-7890

Event Details

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

July 18-20, 2025 07/17/2025 8:00a. 3:00p. 10:00p. 07/21/2025 5:00p.

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 41 years

What is the expected attendance? 20,000 Do you expect to do this event next year? ☒ Yes ☐ No

Type of Event Please check all that apply

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

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

Description of Event

This description will be posted on the Special Events Calendar

The mission of the Jackson Hot Air Jubilee is to contribute positively to the Jackson community by providing affordable, quality, family entertainment featuring the beauty, color and excitement of hot air balloons and other unique, one-of-a-kind attractions to the Jackson, Mid-Michigan, and enthusiast communities. The Jackson Hot Air Jubilee accomplishes this by providing a financially sound event with the help of local volunteers and loyal sponsors.

Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

☒ Ella Sharp Park
*requires Ella Sharp Board approval

Other Location

Requested Street Closure(s)

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

Street Name: S. Oakwood Dr.

Cross Street 1: Mapplewood Dr.

Cross Street 2: Hickory Ave.

Closure Start Date: 07/18/2025

Time: 8:00a.

Closure Start Date: 07/20/2025

Time: 12:00p.

Street Name: Maplewood Dr.

Cross Street 1: S. Oakwood Dr.

Cross Street 2: Birchwood Dr.

Closure Start Date: 07/18/2025

Time: 8:00a.

Closure Start Date: 07/20/2025

Time: 12:00p.

Street Name: S. Oakwood Dr.

Cross Street 1: at Stonewall Rd.

Cross Street 2:

Closure Start Date: 07/18/2025

Time: 8:00a.

Closure Start Date: 07/20/2025

Time: 12:00p.

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Bathroom Plan

Please include bathroom locations on the map

Facilities: How many restrooms/portable toilets will be provided, including ADA options? 25

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

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

Additional Notes: We also provide hand washing stations; Bathrooms are cleaned and refreshed halfway through the festival.

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

Waste Management Plan Please include garbage locations on the map

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

Collection: How will garbage be managed during and after the event? We provide 40+ wheelie bins around the park and a dumpster

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

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

Cleanup: Who will handle post-event cleanup? Emmons picks up the bins after the event.

Additional notes: Emmons empties and refreshes the bins halfway through the festival.

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks? ☒ Yes ☐ No
Please add food truck names and locations on the map.

If yes, how many food trucks do you anticipate? 15

Using generators? ☒ Yes ☐ No

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

Yes ☐ No ☐

If yes, how many?

Will you have Vendors/ Other food on site? ☒ Yes ☐ No

If yes, how many?

Using generators? Yes ☒ No ☐

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

Yes ☐ No ☐

If yes, how many?

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

Yes ☐ No ☒ If yes, what?

Using generators? Yes ☐ No ☐

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

Yes ☐ No ☐

If yes, how many?

Other electrical power needed?

Yes ☐ No ☒ If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water? ☒ Yes ☐ No

If yes, please indicate the needed requirement:

Tap on the hydrant and in field.

Location of where the water is needed:

Hydrant located at the end of Farm Lane; Field access to the water at the tap along the dirt road

Fireworks: Do you plan to do fireworks?

Yes ☐ No ☒

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

Police Department: Do you require police assistance?

☒ Yes ☐ No

If yes, please explain:

4 police officers on site during event; See attached for add'l

Alcohol Sales: ☒ Yes ☐ No

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

Cannabis Consumption Area:

Yes ☐ No ☒

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

Other Requests:

Traffic Cones How many? See notes attached

15 foot Mobile Stage

25 foot Mobile Stage

Other We would like to have 2 street barricades at each of the locations marked on the map. This helps us with traffic control.

Other Can we open up the back part of the park (Birchwood Dr.) to facilitate exiting at the end of each evening?

Required Attachments for Application Processing

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

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

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

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

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

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

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

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature:

Jacqueline Austin

Date: 02/10/2025



Special Event Application

2025 Additional Requests

Letter for Use of City Property: As part of the application for the liquor license, the state will require a letter from the City of Jackson stating that Ella Sharp Museum is permitted to use the city property to facilitate the HAJ Beer Tent. A letter was issued in previous years and we request this letter be issued for this year concurrent with the approval of the Special Event Application. All liquor sales will be handled by Ella Sharp Museum.

Golf Carts: We would like to request the use of 2 golf carts from Ella Sharp Golf. These will be used by police during the event. To be picked up by police officers on Friday 07/18 and Saturday 07/19.

Road Closed Barriers: We would request **TWO** "Road Closed" Barriers (Level 3 are preferred but Level 1 will work) at each of the closed roads indicated on the map. This will allow our parking attendants to close the roads as needed. 2-3 cones at each of these locations would also be helpful. 10 additional cones could be used at the north end of the event parking.

Fencing: We request the use of 10 pieces of black metal fencing and for them to be delivered to Ella Sharp Park (on the dirt road north of the launch field) on Thursday, July 17.

Back Park Roadblocks: We ask that the road blocks on Birchwood Dr. & Maplewood Dr. be temporarily opened for each evening to allow participants to exit the park. We would like to talk to park officials about how this could work.

Police Presence: We will work with the police department directly to determine the appropriate amount of police presence for the event. We also need a police office to be present during our master briefing at 5:00p. on Friday, July 18 inside Ella Sharp Museum.

Insurance: We will provide insurance policies as we get closer to the event as we have in previous years.

Note about Ella Sharp Museum: We are working directly with Ella Sharp Museum staff for access to their parking lots, building and other collaborations.

Additional Use of the Launch Field: The Hot Air Jubilee has been selected to host the Balloon Federation of America's Women's National Championship Competition. We will need access to the Launch Field at Ella Sharp Park July 15-July 19 for potential launch, target or landing location. No infrastructure will be needed or setup prior to the setup for the festival, just need access the launch field during these competition dates.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Southside Summerfest

Recommendation:

Approve a request from the Community Action Agency for the Southside Festival Series Planning Team to host the Southside Summerfest, July 25-27, 2025, at the Exchange Park in Jackson.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Community Action Agency for the Southside Festival Series Planning Team to host the Southside Summerfest, July 25-27, 2025, at the Exchange Park in Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$1650.00
Police	X		\$0.00
Public Works	X		\$400.00
		TOTAL	\$2050.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Mobile stage, picnic tables, traffic cones, power is being added to the Exchange Park through coordination between Parks & Rec and the Engineering Department.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Community Action Agency for the Southside Festival Series Planning Team to host the Southside Summerfest, July 25-27, 2025, at the Exchange Park in Jackson.

ATTACHMENTS

1. SEA-Southside Summerfest

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

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

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: Community Action Agency for Southside Festival Series Planning Team

Address: 1214 Greenwood Ave, Jackson MI 49203

Phone: (517) 539-8311

Tax ID#: 38-1803599

Website: www.caajlh.org

Contact Name: Toby Berry

Phone:

Email: tberry@caajlh.org

Contact Name:

Phone:

Email:

Contact Name During Event: Toneka Smith

Phone: (517) 392-2587

Event Information

Event Name: Southside Summerfest

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
July 25th-27th See description				

Has this event occurred before? ☒ Yes, (if yes, how many previous years? 7) ☐ No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 5,000

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 ☐ GrandRiver Farmers Market Pavilion
☐ Bucky Harris Park ☐ TRUE City Square (Stage)
☐ Ella Sharp Park (requires Ella Sharp Board approval) ☐ MLK Equality Trail

☒ Other Location: Exchange 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.

Southside Summer Fest Series celebrates the history and culture of generations of families raised on the south side of Jackson. This celebration commemorates the cultural arts of Jackson residents, thier music and businesses.

July 25th 6pm-9pm

July 26th 11am-6pm

July 27th 12pm-6pm

Set up is 2 hours before and clean up directly after each evening

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: Power for DJ equipment, mobile electronic basketball scoreboard, and the American 1 mobile ATM

Amount of electrical wattage needed: _____ Amount of plug ins: _____

Locations of where plugs are needed: Will utilize lighting outlet plugs behind basketball court

****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: ~~2 porta-potties needed~~ Requesting 8-10 picnic tables dropped off behind the basketball court nearest to Mason Street.
See attached map.

Additional Event Information

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

~~Typically the City provides 12 garbage cans for us to utilize~~

Scott's Aulin Services will provide trash bins

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

~~We typically request 2 porta-potties to be utilized during the event~~

0 porta-potties will be brought in from All American toilets

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 ☐ Vendor Locations ☐ Tent Locations ☐ Assembly Locations	☐ Emergency Vehicle Access ☐ Dispersal Locations ☐ Trash Receptacles ☐ Requested Street Closures	☐ Restroom Locations ☐ Tables ☐ Requested Reserved Parking ☐ Electrical Wires & Outlets
<i>If these details change, a revised map must be provided seven days prior to event.</i> <i>Revised maps cannot include any additional street use, reserved parking, or additional space reservations.</i>		

See attached

***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: _____

Date: 2/10/2025

Office Use ONLY

Application Received:

Date: 2/18/25

Time: _____

By: ME

Application Fee Received: \$ 75

BAK

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

mevans@cityofjackson.org

(517) 768-6411

Prohibited Items

Additional fees may apply if policies are not followed

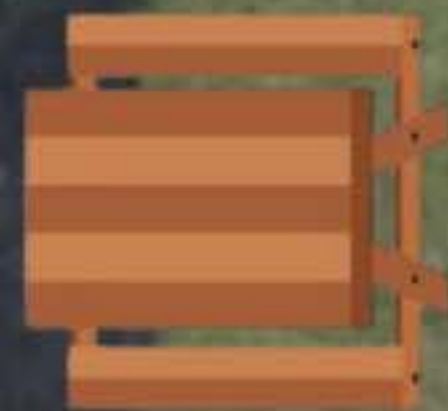
No ground stakes

No confetti or glitter

No use of outlets without prior approval

E Mansion St

E Mansion St



Exchange
Club

Playground

211



Exchange Club Playground





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2025

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

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

PRODUCER BHS Insurance 3055 44th St SW Grandville MI 49418	CONTACT NAME: CERTIFICATES	
	PHONE (A/C, No, Ext): 616-531-1900 FAX (A/C, No): 616-574-3317	
INSURED Community Action Agency, Inc 1214 Greenwood Ave Jackson MI 49203	E-MAIL ADDRESS: CERTIFICATES@BHSINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Company	39926
	INSURER B: Accident Fund General Insuranc	12304
	INSURER C: Travelers Insurance	24767
	INSURER D: Palomar Excess and Surplus Ins	16754
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 341598582 **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 ☒ EBL, PROF, ABUSE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y		S 1698830	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S 1698830	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			S 1698830	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	N/A	100083763	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C D	CRIME CYBER LIABILITY			0105542723LB PLM-CB-SVMZUEUEL	1/1/2023 1/1/2025	1/1/2026 1/1/2026	LIMIT AGGREGATE 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Exchange Park, 300 E Mansion St, Jackson MI 49203 for Summerfest

City of Jackson and Jackson Downtown Development Authority are shown as additional insured on the general liability policy due to a written contract in place for the named insured per the insured's policy forms and conditions.

CERTIFICATE HOLDER

City of Jackson 161 W Michigan Ave, 4th Floor 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Special Event Application: Jackson Pride Festival

Recommendation:

Approve a request from the Jackson Pride Center to host the Jackson Pride Festival on August 16, 2025, at Horace Blackman Park in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Pride Festival.

I recommend approval of the Special Event Application for the Jackson Pride Festival. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from the Jackson Pride Center to host the Jackson Pride Festival on August 16, 2025, at Horace Blackman Park in downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$288.00
Police	X		\$547.00
Public Works	X		\$750.00
		TOTAL	\$1585.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, Electrical, power boxes, water (hydrant), JPD assistance, traffic cones, barricades, picnic tables

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Pride Center to host the Jackson Pride Festival on August 16, 2025, at Horace Blackman Park in downtown Jackson.

ATTACHMENTS

- 1. SEA-Jackson Pride Festival 2025 Updated



By: ME Date: 3/5/25
Fee Rec: _____ Date: _____
Cash: _____ Check #: _____
Approved through City Council
Yes/No: _____ Date: _____

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

Authority

- ☐ Level 1: \$75 (0-1 city resources) Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.
☐ Level 2: \$150 (No road closure, needs 2 city resources) *Does not include closing Hayes Court
☒ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

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

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

☒ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☒ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Jackson Pride Festival

Sponsoring Organization Legal Name : Jackson Pride Center dba Jackson Pride

Street Address : 536 N Jackson St PO box 4826

Tax ID# : 82-4250359

Website : <https://www.mijacksonpride.org/>

Contact Name 1 : Amber Thelen

Email: ThelenAmber89@gmail.com

Phone: 517-215-6487

Contact Name 2 : Mistique Ott

Email: info@jacksonpridecenter.org

Phone: 517-262-0994

Contact Name/Phone# During Event: Amber Thelen 517-215-6487

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<u>08-16-2025</u>	6 am	2 pm	9 pm	11 pm

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

What is the expected attendance? 3000

Do you expect to do this event next year?

☒ Yes ☐ No

Type of Event Please check all that apply

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

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

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

The Pride festival is a space where LGBTQ+ individuals, allies, and supporters come together to freely express themselves, embrace their identities, and celebrate diversity. Parades, often the central attraction, feature participants marching with rainbow flags, banners, floats, live music, and colorful costumes, all symbolizing unity, joy, and activism. In addition to parades, Pride festivals offer a range of activities such as live performances, drag shows, speeches from activists, and spoken word presentations. Vendor booths and non-profit tents provide resources, merchandise, and educational materials, while also advocating for LGBTQ+ rights, healthcare access, and social justice causes.

**Event Location** Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail



TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

**requires Ella Sharp Board approval*

Other Location

**Requested Street Closure(s)** Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**Street Name: W Michigan aveCross Street 1: S JacksonCross Street 2: BlackstoneClosure Start Date: 08-16-2025Time: 6 amClosure Start Date: 08-16-2025Time: 6 am 11pmStreet Name: Hayes CourtCross Street 1: Michigan Ave.Cross Street 2: Pearl St.Closure Start Date: 08-16-25Time: 6amClosure Start Date: 08/16/25Time: 11pm

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

**Bathroom Plan** Please include bathroom locations on the map**Facilities:** How many restrooms/portable toilets will be provided, including ADA options? Two one is ada**Service Provider:** Who will supply and service the restrooms (name/contact)? all american portable toilets**Placement:** Where will restrooms be located? **Please include locations on the map* map**Additional Notes:**

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

**Waste Management Plan** Please include garbage locations on the map

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

Collection: How will garbage be managed during and after the event? we will be taking care of it**Service Provider:** Who is responsible for waste removal (name/contact)? NA**Reciprocals:** How many bins will be provided? *Please include locations on the map 10
For large events, how many roll-offs?**Cleanup:** Who will handle post-event cleanup? We will be doing that**Additional notes:** We will be taking the trash away we have a dumpster**Other City Resource Requests** *Include all extra resources on map**Electrical Power:** Do you need electrical power? ☒ Yes ☐ No ****All electrical lines MUST be properly covered to minimize tripping hazards ******Will you have food trucks?**

Please add food truck names and locations on the map.

☒ Yes ☐ No

If yes, how many food trucks do you anticipate? 7

Using generators?

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

If yes, how many?

Will you have Vendors/ Other food on site?☒ Yes ☐ No

If yes, how many? 100

Using generators?

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

If yes, how many?

Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?☒ Yes ☐ No

If yes, what?

Using generators?

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

If yes, how many?

Other electrical power needed?☒ Yes ☐ No

If yes, what? Power at the stage for entertainmnet

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?☒ Yes ☐ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

michigan ave

fire hydrant manifold *they will need the 3-way manifold.
(on the corner of Mich. Ave and Hayes Ct.)**Fireworks:** Do you plan to do fireworks?Yes ☐ No ☒

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

Police Department: Do you require police assistance?☒ Yes ☐ No

If yes, please explain: for the walk and to walk around the event

Requested 1 Officer and 1 Reserve for 8 hours per Sgt.

Lillie 3/27/25

Alcohol Sales:Yes ☐ No ☒

*If yes, attach liquor license and liquor liability insurance

Cannabis Consumption Area:Yes ☐ No ☒

*If yes, attach Cannabis Consumption License and liability insurance

Other Requests:☒ Traffic Cones How many? 24

15 foot Mobile Stage

25 foot Mobile Stage

Other Road barricades

Other 6 picnic tables from Parks & Rec

Required Attachments for Application Processing

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

Insurance Type

Requirements

Certificate of Liability Insurance
(MUST also be provided by all vendors)

- Showing a liability coverage of at least \$1,000,000
- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

Liquor Liability Insurance (if needed)

- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

Cannabis Liability Insurance (if needed)

- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

XCU Fireworks Liability Insurance
(if needed; required for all fireworks displays)

- Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured

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

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

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

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

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

Jackson pride is a 5031c

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: 

Date: 2-26-2025

PRIDE WALK ROUTE

W Michigan Ave & S Jackson St

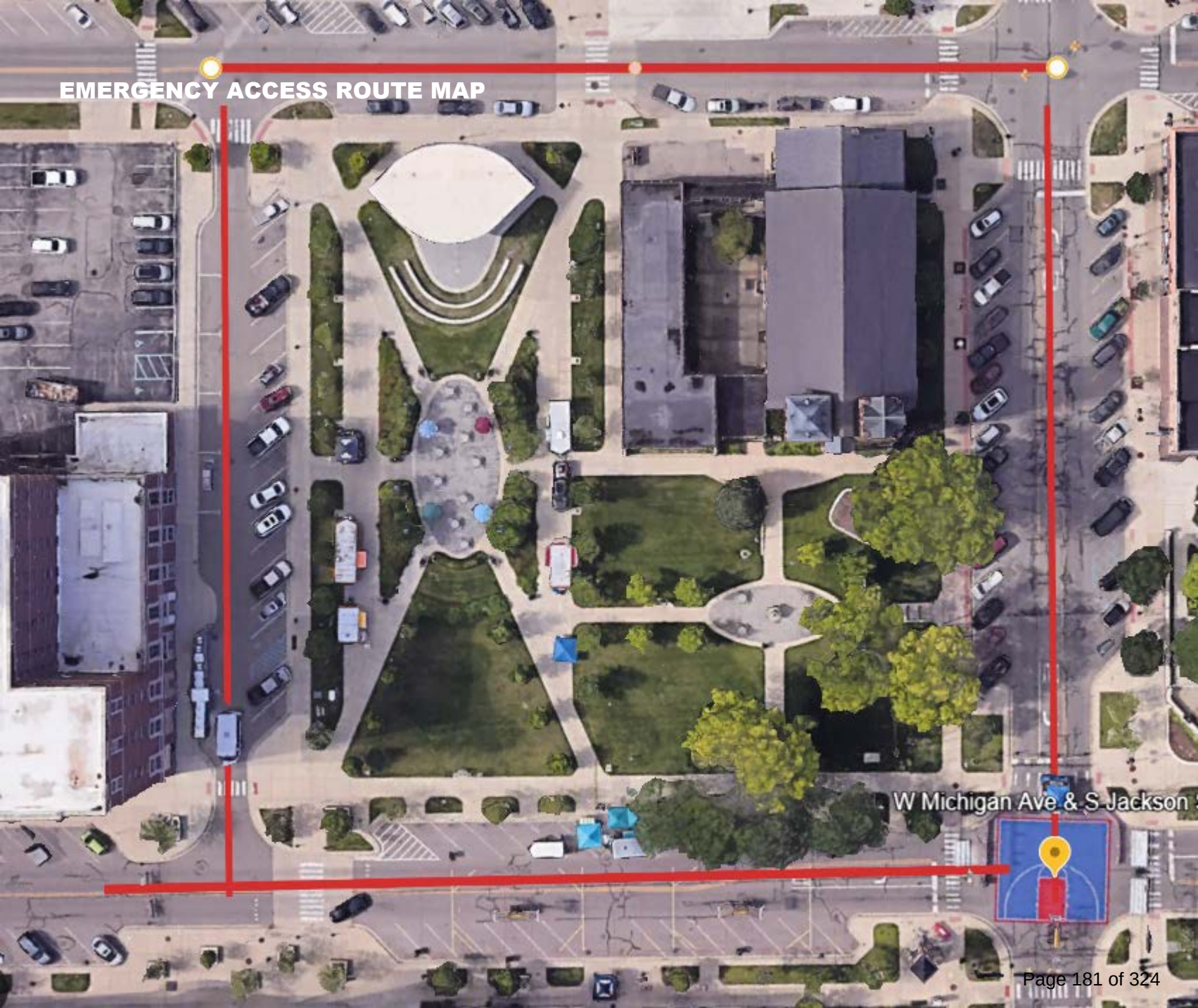
Truck start of walk

meeting point for the walk

ROAD CLOSURE MAP
MICHIGAN AVE (BLACKSTONE & JACKSON)
HAYES COURT (PEARL & MICHIGAN AVE)



EMERGENCY ACCESS ROUTE MAP



W Michigan Ave & S Jackson

VENDOR/ FOOD TRUCK LOCATION MAP



Power plug

Power plug

Power plug

Power plug

Power plug

Power plug

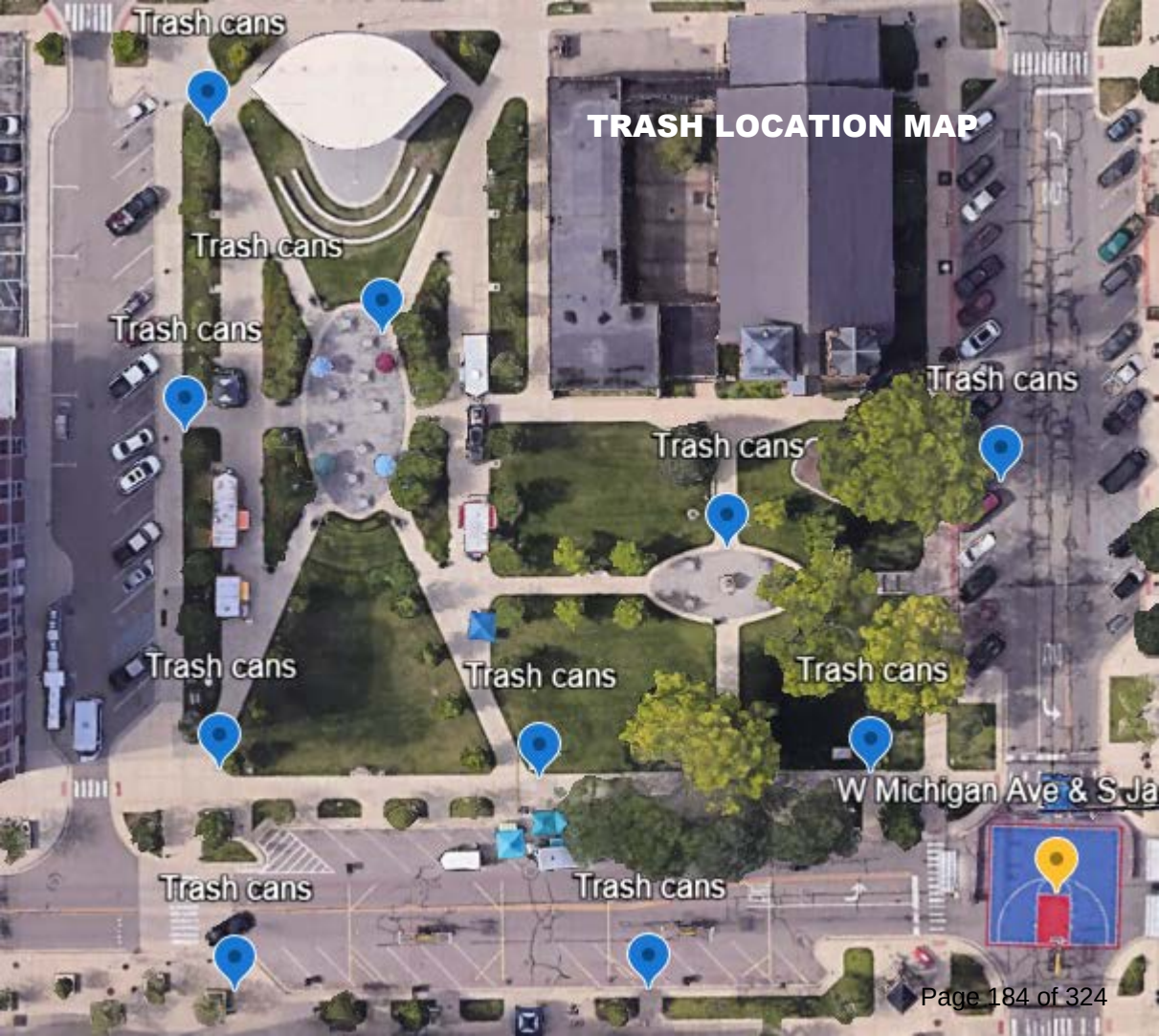
Power plug

Power plug

Power plug

POWER LOCATION MAP

Page 183 of 324



TRASH LOCATION MAP

Trash cans

Trash cans

Trash cans

Trash cans

Trash cans

Trash cans

Trash cans

Trash cans

W Michigan Ave & S Ja

Trash cans

Trash cans

WATER LOCATION MAP

water

W Michi



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Special Event Application: Labor Day Cascades Fireworks

Recommendation:

Approve a request from Jackson County Parks to host the Labor Day Cascades Fireworks on August 30, 2025 (Rain date August 31, 2025), at Cascades Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Labor Day Cascades Fireworks.

I recommend approval of the Special Event Application for the Labor Day Cascades Fireworks. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 15, 2025

RECOMMENDATION: Approve a request from Jackson County Parks to host the Labor Day Cascades Fireworks on August 30, 2025 (Rain date August 31, 2025), at Cascades 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
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$2045.00
Public Works	X		\$3000.00
		TOTAL	\$5045.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, 3 portable lights from DPW, JPD support

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from Jackson County Parks to host the Labor Day Cascades Fireworks on August 30, 2025 (Rain date August 31, 2025), at Cascades Park.

ATTACHMENTS

- 1. SEA-Labor Day Cascades Fireworks



By: M. Evans Date: 3/14/25

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

SPECIAL EVENT APPLICATION 2025

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

Application must be submitted 60 days prior to event date

Application attachments

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

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

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

☐ Level 1: \$75 (0-1 city resources)

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

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

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

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

☐ Insurance documentation for sponsoring organization

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

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

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

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

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

Applicant Information

EVENT NAME: Cascades Firework Show- Labor Day

Sponsoring Organization Legal Name : Jackson County Parks

Street Address : 128 W Ganson St. Jackson, MI 49201

Tax ID# : 38-6004845

Website : www.jacksoncountyparks.org

Contact Name 1 : Emily Thomas

Email: ethomas@mijackson.org

Phone: 517-768-2905

Contact Name 2 : Stacy Curtis

Email: scurtis@mijackson.org

Phone: 517-768-2902

Contact Name/Phone# During Event: Emily Thomas 517-513-9882

Event Details

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

August 30 (Rain Date August 31)

5:00pm

6:00pm

12:00am

12:00am

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

What is the expected attendance? 10,000

Do you expect to do this event next year?

☒ Yes

☐ No

Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*

☒ Other

☐ Firework Show

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

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

Fireworks, klive entertainment, and food vendors

Event Location Please include the location on the map

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ MLK Equality Trail

☐ TRUE City Square Stage

☐ Grand River Farmers Market Pavilion

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

☒ Other Location

Sparks Foundation County Park

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

Street Name: Brwon St

Cross Street 1: Randolph St

Cross Street 2:

Closure Start Date: August 30

Time: 6pm

Closure Start Date: August 31

Time: 1am

Street Name: Brown St

Cross Street 1: Denton Rd

Cross Street 2:

Closure Start Date: August 30

Time: 6pm

Closure Start Date: August 31

Time: 1am

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate? TBD

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Will you have Vendors/ Other food on site?

☐ Yes

☒ No

If yes, how many?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators?

☐ Yes

☐ No

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

☐ Yes

☐ No

If yes, how many?

Other electrical power needed?

☐ Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

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

Location of where the water is needed:

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

Police Department: Do you require police assistance? ☒ Yes ☐ No If yes, please explain: directing traffic after the show

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

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

☒ Other 3 portabe lights from DPW

☐ Other

Required Attachments for Application Processing

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

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

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

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

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

**If these details change, a revised map must be provided seven days prior to event.*

Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

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

As a county government, we organize three annual firework shows on Memorial Day, July 3rd, and Labor Day, providing free fireworks for the community. These events draw over 20,000 attendees and contribute to the local economy by attracting visitors and supporting area businesses. As a publicly funded entity, our budget is allocated toward providing essential services and community programming. Waiving or reducing the application fee would allow us to continue offering these beloved events at

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: _____

Date: _____

Cascade Falls Jackson, Michigan

August 30, 2025

\$4,500.00 Proposal

Includes Insurance & Labor

Open

30 3" Assorted Color Chains 10/1

Main Show

12 3" Hekou Salutes W/Tails

36 3" Sunny Assorted Shells W/ tails

36 4" Flower King Assorted Shells

18 5" Nishi Pyro Assorted Shells

Grand Finale

60 2.5" Color and Report Shells Chained 10/1

60 3" Titanium Salutes Chained 12/1

72 3" Color and Report Shells Chained 12/1

2 Fire Mines

RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y**

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. ☒ 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 FOR THE CASCADES MEMORIAL DAY FIREWORKS SCHEDULED ON MAY 24, 2025 WITH RAIN DAY OF MAY 25, 2025; INDEPENDENCE DAY CELEBRATION ON JULY 3, 2025 WITH RAIN DAY OF JULY 5, 2025 AND LABOR DAY FIREWORKS ON AUGUST 30, 2025 WITH RAIN DAY OF AUGUST 31, 2025.
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, 2026
Date Issued: February 14, 2025

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

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



Authorized Representative

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;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 E-MAIL ADDRESS: jnau@tpgrp.com	FAX (A/C, No): 425-455-6727
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 :		

COVERAGES

CERTIFICATE NUMBER: 357462029

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		GC10010148251	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			GCD0010062251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			UXP104806303	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability - Occurrence			GC10010148251	2/1/2025	2/1/2026	Each Occurrence \$5,000,000 Aggregate \$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: 5/24/25 RD: 5/25/25, 7/3/25 RD: 7/5/25, 8/30/25 RD: 8/31/25
Location of Events: Cascade Park's, Jackson, MI

CERTIFICATE HOLDER**CANCELLATION**

Jackson County Parks Department
1992 Warren Avenue
Jackson MI 49203

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

ORDINANCE NO. 2025- 01

An ordinance amending Chapter 25 of the City of Jackson, Michigan Code of Ordinances, to regulate the use and operation of electric scooters in the downtown area.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose.

The City Council adopts this Ordinance to create licensing and regulation for electric scooters, and regulate the use and operation of electric scooters in the downtown area, consistent with public health, safety, and welfare, including manner and location under Chapter 25 of the Jackson Code of Ordinances.

Section 2. That Chapter 25 be amended to add an article regulating electric scooters as follows:

ARTICLE V. – ELECTRIC SCOOTERS

Sec. 25-94 – Definitions.

Unless the context indicates otherwise, the following words used in this article shall have these meanings:

Electric Scooter means a device weighing less than 100 pounds, equipped with handlebars, a floorboard, or a seat, and an electric motor capable of propelling the device, and designed to transport one person at a time.

Operator means any company or individual that owns, operates, provides, or otherwise makes available electric scooter services to the public to use on a temporary basis for payment within the city limits.

User means any individual operating an electric scooter on public property.

Sec. 25-95 -- License for Operators.

(a) All electric scooter operators must obtain a license from the city to provide services.

(b) Operators must submit an application detailing:

- (1) Proposed service area and fleet size.
- (2) A plan for ensuring scooters are parked safely and equitably.
- (3) Methods for addressing customer service and complaints.
- (4) Data-sharing capabilities to support city planning.

- (c) Licenses will be issued on an annual basis, with renewal contingent on compliance with city regulations.
- (d) The annual license fee shall be established by resolution of city council.
- (e) No operator shall be licensed in accordance with this article unless and until the operator files with the city clerk proof of the existence of a policy of insurance issued by a company licensed to do business in the state, which policy insures the ability of the applicant for the license to respond to damages for any liability thereafter incurred resulting from the ownership, maintenance, use or operation of electric scooters, for personal injury or death of any one (1) person in the minimum amount of three hundred thousand dollars (\$300,000.00) bodily injury protection per incident and one hundred thousand dollars (\$100,000.00) property damage protection per incident with a product liability rider in the minimum amount of one hundred thousand dollars (\$100,000.00) per incident, such certificate to list the city as an additional insured.
- (f) Operators are required to indemnify, defend, and hold harmless the city against any and all liability, actions, or claims resulting from the conduct or operations related to electric scooters by any person or entity as condition to obtaining a license.

Sec. 25-96 – Electric Scooter Parking and Operations.

- (a) Electric scooters must be parked in designated zones identified by the city to avoid obstructing sidewalks, crosswalks, or doorways.
- (b) Electric scooters may not be parked:
 - (1) Within 3 feet of fire hydrants.
 - (2) Within 10 feet of intersections.
 - (3) Within 6 feet of a public street right-of-way.
 - (4) Within 30 feet of a building entrance.
 - (5) In any manner that obstructs ADA accessibility.
- (c) Operators must implement geo-fencing technology to ensure electric scooters are only parked in permitted areas.
- (d) Operators must provide easily visible contact information on each electric scooter, including: a logo or other branding; a unique identification number that is visible while the electric scooter is parked upright; and contact information for the company that is visible while the electric scooter is parked upright, including telephone number, email address, and website.
- (e) Operators must maintain a 24-hour customer service phone number for customers and members of the public to report safety concerns, complaints, or to ask questions.

- (f) Operators must respond to requests from any person or entity for rebalancing, reports of incorrectly parked electric scooters, or reports of unsafe/inoperable electric scooters, damaged, in low battery state or when blocking the public right-of-way by relocating, re-parking, or removing the electric scooter, as appropriate, within two hours of receiving notice, otherwise the electric scooters will be removed by the City and the Operator will be responsible for any associated costs.
- (g) Operators must respond to reports from any person or entity of safety or maintenance issues with a specific device, by remotely making that electric scooter unavailable to users in addition to removing the electric scooter as required in this section.
- (h) Operators must ensure that any inoperable or unsafe device shall be repaired before it is put back into service.
- (i) Operators must ensure that the use policy includes clear prohibition on more than one person riding on an electric skateboard at a time.
- (j) Operators agree to implement a plan, at their own cost, to educate electric scooter users about:
 - (1) The rights of pedestrians, including those with disabilities, to travel unimpeded by electric skateboards, whether in use or parked; and,
 - (2) Permissible parking locations, speed limits, safety equipment requirements and general courtesies.
- (k) The city reserves the right to restrict the number of electric scooters deployed in the city by any licensee.

Sec. 25-97 -- Safety Regulations for Users.

- (a) In addition to the restrictions on parking and operation of electric scooters found in the Michigan Motor Vehicle Code, and as provided in MCL §257.657, and the Uniform Traffic Code, electric scooter users are subject to the provisions contained in this section.
- (b) Electric scooters shall be parked upright on hard surfaces on the sidewalk but only if at least five linear feet of unobstructed sidewalk is preserved for safe pedestrian travel and where designated, if at all, by the city manager.
- (c) Electric scooters may not park in such a manner that impedes or interferes with access to or use of: sidewalks, crosswalks, sidewalk ramps, bus stops, shelters, waiting areas, loading zones, handicapped parking spaces, commercial window displays, access to or from any buildings, bicycle racks, streets, driveways or alleys.
- (a) Users must yield to pedestrians at all times and adhere to a maximum speed of 15 mph and shall not ride more than two electric scooters abreast.
- (b) Users less than 19 years of age shall wear a crash helmet on his or her head.

(c) Scooters may only operate on streets with speed limits of 45 mph or lower, and shall stay to the right of the lane as possible, and are prohibited on sidewalks unless explicitly designated, and then must adhere to a maximum speed of 10 mph.

(d) Users must be at least 12 years of age to operate a scooter on a public street.

(e) All scooters must include:

(1) Front and rear lights for nighttime operation.

(2) A working bell or audible signaling device.

Sec. 25-98 -- Environmental and Social Equity Goals.

(a) Operators must ensure that at least 20% of their fleet is deployed in underserved areas identified by the city.

(b) Operators must collaborate with the city to develop initiatives promoting environmental sustainability, including carbon reporting.

Sec. 25-99 -- Data Sharing and Reporting.

(a) Operators must share anonymized trip data with the city on a monthly basis, including:

(1) Total rides and average trip duration.

(2) Heat maps of scooter usage.

(3) Parking compliance and violation data.

(4) Number of electric scooters deployed each day.

(5) Any information regarding theft and vandalism of the electric scooters.

(6) Maintenance records for any electric scooters deployed within the city.

(7) Records of any accidents or crashes involving users of electric scooters.

(b) The data described in this section will be used to evaluate the program's success and make adjustments to the ordinance as needed.

Sec. 25-100 -- Penalties for Non-Compliance.

(a) Operators in violation of this ordinance are subject to:

(1) Fines of \$500 per day for unresolved violations.

(2) Permit suspension or revocation for repeated offenses.

(b) Users found in violation (e.g., reckless riding or illegal parking) are responsible for a civil infraction and may be fined \$15 for a first offense, and fined \$25 for subsequent offenses.

Sec. 25-101 -- Pilot Program.

- (a) The city will initiate a 12-month pilot program to evaluate the impact of electric scooters.
- (b) Metrics for success include:
 - (1) Ridership levels.
 - (2) Public feedback from residents and businesses.
 - (3) Reduction in downtown car traffic.
- (c) At the conclusion of the pilot program, the city may amend this ordinance based on findings.

Secs. 25-102—25-112. – Reserved.

Section 3. Effective Date.

This Ordinance takes effect thirty (30) days from the date of adoption.

The foregoing Ordinance No. 2025-01 was adopted by Jackson City Council on April 15, 2025 and a summary was published on April 20, 2025.

Andrea Muray, City Clerk

Daniel Mahoney, Mayor

ORDINANCE NO. 518

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED BY AN ALLOCATION UNDER THE LIHTC PROGRAM BY THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ*) (THE "ACT").

WHEREAS, the City of Jackson has received an offer from King Community Homes II Limited Dividend Housing Association LLC, a limited liability company organized under the laws of the State of Michigan and in accordance with Chapter 7 of the Michigan State Housing Development Authority Act of 1966, as amended, to rehabilitate an existing eighty-one (81) unit scattered site consisting of fourteen (14) duplex buildings and fifty-three (53) single family homes for persons of low income, which offer is subject to the offeror's receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes for the class of housing development.

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Jackson Tax Exemption Ordinance No. __ – King Community Homes”.

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Jackson is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Jackson will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Jackson acknowledges that the Sponsor (as defined below) has offered, subject to

receipt of an allocation under the LIHTC Program and pass-through bond by the Michigan State Housing Development Authority, to acquire, rehabilitate, own and operate an existing eighty-one (81) unit scattered site housing project bounded by E. Biddle Street, Martin Luther King Jr. Drive, E. High Street and Merriman Street, more particularly described in the attached Exhibit A legal description, in the City of Jackson to serve low income persons and families, and that the Sponsor has offered to pay the City of Jackson on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. As used in this Ordinance:

- A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL § 125.1401, et seq; MSA § 16.114(1), et seq.).
- B. Authority means the Michigan State Housing Development Authority.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.
- D. Disabled means any person or family whose head, spouse, or sole member is a Person with disabilities as defined in 24 C.F.R. §5.403.
- E. Low Income Persons or Families means low income persons or families as defined in Section 15(a)(7) of the Act.
- F. Gross Potential Rents means the total potential rents as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, (as set forth in the schedule of charged rents that is to be provided to the City of Jackson on or before December 31 of each tax year) that could be charged to all sources if all units are occupied.
- G. HUD means the U.S. Department of Housing and Urban Development
- H. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant, an allocation under the LIHTC Program by the Authority, or HUD or Authority pass-through bonds, made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.
- I. Sponsor means King Community Homes II Limited Dividend Housing Association LLC.
- J. Utilities means charges for gas, electric, water, sanitary sewer, trash removal and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for low income persons and families that are financed by an allocation under the LIHTC Program by the Authority. It is further determined that King Community Homes II Limited Dividend Housing Association LLC's eighty-one (81) units are of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage loan, cash, or an allocation under the LIHTC Program by the Authority, the annual service charge shall be six (6%) percent of the gross potential rents charged and (6%) of any non-monetary consideration of any form given in return for occupancy. There is no reduction for rents charged but not paid or not paid timely. There is no reduction for any utilities. Notwithstanding the foregoing, the parties agree that the annual service charge shall not exceed the *ad valorem* property taxes that would be paid if the property were not tax exempt.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City of Jackson and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 1 of the following year. Collection procedures shall be in

accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL §211.1, *et seq*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, including a regulatory agreement in connection with an allocation under the LIHTC Program or Section 8 assistance under the Act, but not more than thirty (30) years; provided, that:

- A. Sponsor files with the City Assessor a certified notification of exemption, as required by Section 15a(l) of the Act; and
- B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the housing project which is occupied by other than persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the housing project if the housing project were not exempt; and
- C. Acquisition of the housing project property described on Exhibit A by Sponsor occurs within 365 days of the effective date of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Effective Date.

This ordinance shall become effective thirty (30) days from the date of its adoption. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

The foregoing Ordinance No. 518 was adopted by Jackson City Council on April 15, 2025 and a summary was published on April 20, 2025.

Andrea Muray, City Clerk

Daniel Mahoney, Mayor

EXHIBIT A

24-01812-1

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS

PARCEL 1:

LOT 59 & N 30 FEET OF LOT 60 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 904 ADRIAN AVE

PARCEL NUMBER: 5-227500000

PARCEL 3:

S 40 FEET OF LOT 60 & ALL OF LOT 61 URBAN RENEWAL PLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 910 ADRIAN AVE

PARCEL NUMBER: 5-2276.1000

PARCEL 59:

LOT 63 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 915 S MILWAUKEE ST (NKA CARL BREEDING WAY)

PARCEL NUMBER: 5-227900000

24-01812-2

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 4:

S 21 FEET OF LOT 3 & ALL OF LOT 4 BLK 7 ROOT'S SOUTH ADDITION, AS RECORDED IN LIBER 4 OF PLATS, PAGE 19, JACKSON COUNTY RECORDS.

ADDRESS: 1020 ADRIAN AVE

PARCEL NUMBER: 5-094300000

PARCEL 6:

S 21 FEET OF LOT 7 & N 20 FEET OF LOT 8 BLK 7 ROOT'S SOUTH ADDITION, AS RECORDED IN LIBER 4 OF PLATS, PAGE 19, JACKSON COUNTY RECORDS.

ADDRESS: 1034 ADRIAN AVE

PARCEL NUMBER: 5-094900000

PARCEL 7:

N 41 FEET OF LOT 9 & A PIECE OF LAND 6 FEET N & S 133 FEET E & W ADJ SD LOT ON N BLK 7 ROOT'S SOUTH ADDITION, AS RECORDED IN LIBER 4 OF PLATS, PAGE 19, JACKSON COUNTY RECORDS.

ADDRESS: 1100 ADRIAN AVE

PARCEL NUMBER: 5-095100000

24-01812-3

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 8:

LOT 68 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27
AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 100 ADRIAN CT

PARCEL NUMBER: 5-228400000

PARCEL 56:

N 33 FEET LOT 13 BLK 2 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON
COUNTY RECORDS.

825 S MILWAUKEE ST (NKA CARL BREEDING WAY)

PARCEL NUMBER: 5-034000000

PARCEL 57:

S 33 FEET LOT 13 BLK 2 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON
COUNTY RECORDS.

ADDRESS: 827 S MILWAUKEE ST (NKA CARL BREEDING WAY)

PARCEL NUMBER: 5-034100000

PARCEL 58:

S 1/2 OF LOT 15 BLK 2 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON
COUNTY RECORDS.

ADDRESS: 831 S MILWAUKEE ST (NKA CARL BREEDING WAY)

PARCEL NUMBER: 5-034400000

24-01812-4

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 9:

LOT 19 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15
AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 272 BARBERRY DR

PARCEL NUMBER: 5-223300000

PARCEL 10:

LOT 2 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15
AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 276 BARBERRY DR

PARCEL NUMBER: 5-221600000

PARCEL 11:

LOT 3 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 280 BARBERRY DR

PARCEL NUMBER: 5-221700000

PARCEL 12:

LOT 12 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 281 BARBERRY DR

PARCEL NUMBER: 5-222600000

PARCEL 13:

LOT 11 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 285 BARBERRY DR

PARCEL NUMBER: 5-222500000

PARCEL 14:

LOT 4 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 284 BARBERRY DR

PARCEL NUMBER: 5-221800000

PARCEL 15:

SWLY 74.33 FEET OF LOT 10 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 287 BARBERRY DR

PARCEL NUMBER: 5-2224.1000

PARCEL 16:

LOT 5 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 288 BARBERRY DR

PARCEL NUMBER: 5-221900000

PARCEL 17:

LOT 6 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 292 BARBERRY DR

PARCEL NUMBER: 5-222000000

PARCEL 18:

LOT 9 & NELY 3 FEET OF LOT 10 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 293 BARBERRY DR

PARCEL NUMBER: 5-222300000

PARCEL 19:

LOT 7 JACKSON URBAN RENEWAL REPLAT NO. 2, AS RECORDED IN LIBER 22 OF PLATS, PAGES 15 AND 16, JACKSON COUNTY RECORDS.

ADDRESS: 296 BARBERRY DR

PARCEL NUMBER: 5-222100000

24-01812-5

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 20:

LAND COM AT A POINT ON S LINE OF BIDDLE ST 300.02 FEET E OF E LINE OF FRANCIS ST; THENCE E ON S LINE OF BIDDLE ST 46.75 FEET; THENCE S 8 RDS; THENCE W 46.7 FEET; THENCE N 8 RDS TO POB SW 1/4 NW 1/4 SEC 2 T3S R1W.

ADDRESS: 219 E BIDDLE ST

PARCEL NUMBER: 5-058300000

PARCEL 52:

LAND COM AT A POINT ON E LINE OF S MARTIN LUTHER KING JR DR (FKA FRANCIS ST) 5 RDS S OF S LINE OF BIDDLE ST; THENCE E 8 RDS; THENCE S 4 RDS; THENCE W 8 RDS TO E LINE OF S MARTIN LUTHER KING JR DR; THENCE N 4 RDS TO BEG SW 1/4 NW 1/4 SEC 2 T3S R1W.

ADDRESS: 807 S MARTIN LUTHER KING JR DR

PARCEL NUMBER: 5-057800000

24-01812-6

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 5:

LOT 43 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 1025 ADRIAN AVE

PARCEL NUMBER: 5-225900000

PARCEL 22:

LOT 49 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 1003 CYPRESS DR

PARCEL NUMBER: 5-226500000

PARCEL 23:

LOT 44 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS,
PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1020 CYPRESS DR
PARCEL NUMBER: 5-226000000

PARCEL 24:
LOT 45 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38
AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1024 CYPRESS DR
PARCEL NUMBER: 5-226100000

PARCEL 25:
LOT 46 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38
AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1028 CYPRESS DR
PARCEL NUMBER: 5-226200000

PARCEL 26:
LOT 47 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38
AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1029 CYPRESS DR
PARCEL NUMBER: 5-226300000

24-01812-7

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 27:
THAT PART OF LOT 2 LYING S OF MORRELL ST & ALL OF LOT 4 BLK 14 KNAPP'S ADDITION, AS
RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON COUNTY RECORDS.
ADDRESS: 325 E MORRELL ST
PARCEL NUMBER: 5-049000000

PARCEL 60:
LOT 12 BLK 14 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON
COUNTY RECORDS.
ADDRESS: 920 S MILWAUKEE ST (NKA CARL BREEDING WAY)
PARCEL NUMBER: 5-050100000

24-01812-8

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 30:

LOT 3 BLK 15 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON COUNTY RECORDS.
ADDRESS: 908 EVERHARD ST
PARCEL NUMBER: 5-050900000

PARCEL 46:
LOT 40 ORCHARD PLACE, AS RECORDED IN LIBER 6 OF PLATS, PAGE 15, & LOT 8 BLK 15 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON COUNTY RECORDS.
ADDRESS: 118 & 120 MITCHELL ST
PARCEL NUMBER: 5-051400000

PARCEL 51:
LOT 14 ORCHARD PLACE, AS RECORDED IN LIBER 6 OF PLATS, PAGE 15, JACKSON COUNTY RECORDS.
ADDRESS: 927 ORCHARD PL
PARCEL NUMBER: 5-054500000

24-01812-9

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 2:
LOT 57 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.
ADDRESS: 905 ADRIAN AVE
PARCEL NUMBER: 5-227300000

PARCEL 21
LOT 52 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 925 CYPRESS DR
PARCEL NUMBER: 5-226800000

PARCEL 28:
LOT 58 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.
ADDRESS: 501 E MORRELL ST
PARCEL NUMBER: 5-227400000

PARCEL 29:
E 1/2 OF LOT 1 BLK 4 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON COUNTY RECORDS.
ADDRESS: 505 E MORRELL ST
PARCEL NUMBER: 5-037100000

PARCEL 31:

LOT 56 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: JONQUIL CT

PARCEL NUMBER: 5-227200000

PARCEL 32:

LOT 53 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 102 JONQUIL CT

PARCEL NUMBER: 5-226900000

PARCEL 33:

LOT 54 JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS, ALSO COM ON NLY COR LOT 54; THENCE SWLY 90 FEET ALG NLY LINE OF LOT 54; THENCE NELY 115.11 FEET TO A POINT ON WLY LINE OF AIRLINE DR; THENCE SELY ALG WLY LINE OF AIRLINE DR 50 FEET TO BEG.

ADDRESS: 106 JONQUIL CT

PARCEL NUMBER: 5-227000000

PARCEL 34:

COM AT NW COR OF LOT 55; THENCE E ALG S LINE OF MORRELL ST 80.49 FEET; THENCE SELY ALG WLY LINE OF AIRLINE DR 60 FEET; THENCE SWLY 115.11 TO NWLY LINE OF LOT 54; THENCE SWLY ALG NWLY LINE OF LOT 54 37.93 FEET TO NLY LINE OF JONQUIL CT; THENCE WLY ON THE ARC OF A CURVE ALG NLY LINE OF JONQUIL CT 65.37 FEET; THENCE NLY ON W LINE OF LOT 55 217.15 FEET TO BEG JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 110 JONQUIL CT

PARCEL NUMBER: 5-2271.1000

24-01812-10

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN, DESCRIBED AS:

PARCEL 67:

W 4 FEET OF LOT 17, ALL OF LOT 16 & E 10 FEET OF LOT 15 G M STANLEY'S ADDITION, AS RECORDED IN LIBER 4 OF PLATS, PAGE 11, JACKSON COUNTY RECORDS.

ADDRESS: 149 STANLEY AVE

PARCEL NUMBER: 5-125100000

PARCEL 68:

LAND COM AT INTERS OF W LINE OF MILWAUKEE ST (NKA CARL BREEDING WAY) WITH N LINE OF STANLEY AVE; THENCE N 99 FEET; THENCE W 66 FEET; THENCE S 99 FEET TO N LINE OF STANLEY AVE; THENCE E 66 FEET TO BEG SW 1/4 SW 1/4 SEC 2 T3SR1W.

ADDRESS: 154 STANLEY AVE
PARCEL NUMBER: 5-108600000

24-01812-11

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 45:
E 51 FEET OF LOT 6 BLK A MOORE'S ADDITION, AS RECORDED IN LIBER 3 OF PLATS, PAGE 17,
JACKSON COUNTY RECORDS.
ADDRESS: 111 MITCHELL ST
PARCEL NUMBER: 5-073800000

PARCEL 47:
E 22 FEET OF LOT 10 & ALL OF LOT 11 BLK A MOORE'S ADDITION, AS RECORDED IN LIBER 3
OF PLATS, PAGE 17, JACKSON COUNTY RECORDS.
ADDRESS: 121 MITCHELL ST
PARCEL NUMBER: 5-074300000

PARCEL 48:
E 19.85 FEET OF LOT 1 & W 28.75 FEET OF LOT 2 BLK B MOORE'S ADDITION, AS RECORDED IN
LIBER 3 OF PLATS, PAGE 17, JACKSON COUNTY RECORDS.
ADDRESS: 129 MITCHELL ST
PARCEL NUMBER: 5-074700000

PARCEL 49:
W 27 FEET OF LOT 4 ALSO S 42 FEET OF E 39 FEET OF LOT 4 ALSO E 1/2 OF LOT 5 BLK 1 MOORE'S
ADDITION, AS RECORDED IN LIBER 3 OF PLATS, PAGE 17, JACKSON COUNTY RECORDS.
ADDRESS: 143 MITCHELL ST
PARCEL NUMBER: 5-076100000

PARCEL 50:
N 70 FEET OF LOT 1 ALSO E 39 FEET OF N 90 FEET OF LOT 4 BLK 1 MOORE'S ADDITION, AS
RECORDED IN LIBER 3 OF PLATS, PAGE 17, JACKSON COUNTY RECORDS.
ADDRESS: 149 MITCHELL ST
PARCEL NUMBER: 5-075600000

24-01812-12

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 53:
S 25.8 FEET OF LOT 3 N 61.35 FEET LOT 4 BLK 17 KNAPP'S ADDITION, AS RECORDED IN LIBER 1
OF PLATS, PAGE 25, JACKSON COUNTY RECORDS.
ADDRESS: 919 & 921 S MARTIN LUTHER KING JR DR (FKA FRANCIS ST)

PARCEL NUMBER: 5-053000000

PARCEL 54:

S 4.65 FEET OF LOT 4 & ALL OF LOT 5 BLK 17 KNAPP'S ADDITION, AS RECORDED IN LIBER 1 OF PLATS, PAGE 25, JACKSON COUNTY RECORDS.

ADDRESS: 923 & 925 S MARTIN LUTHER KING JR DR (FKA FRANCIS ST)

PARCEL NUMBER: 5-053100000

24-01812-13

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 55:

LOT 70 EX W 132 FEET JACKSON URBAN RENEWAL REPLAT NO. 4, AS RECORDED IN LIBER 23 OF PLATS, PAGES 27 AND 28, JACKSON COUNTY RECORDS.

ADDRESS: 816 S MILWAUKEE ST (NKA CARL BREEDING WAY)

PARCEL NUMBER: 5-228600000

24-01812-14

LAND SITUATED IN THE CITY OF JACKSON, COUNTY OF JACKSON, STATE OF MICHIGAN,
DESCRIBED AS:

PARCEL 35:

LOT 32 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 100 LARKSPUR CT

PARCEL NUMBER: 5-224800000

PARCEL 36:

LOT 33 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 102 LARKSPUR CT

PARCEL NUMBER: 5-224900000

PARCEL 37:

LOT 34 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 104 LARKSPUR CT

PARCEL NUMBER: 5-225000000.

PARCEL 38:

LOT 26 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 106 LARKSPUR CT

PARCEL NUMBER: 5-224200000

PARCEL 39

LOT 27 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 108 LARKSPUR CT

PARCEL NUMBER: 5-224300000

PARCEL 40:

COM AT SWLY COR OF LOT 28; THENCE NELY ALG WLY LINE OF LOT 28 224.22 FEET TO SLY LINE OF LARKSPUR CT; THENCE ELY ALG SLY LINE OF LARKSPUR CT TO NELY COR OF LOT 28; THENCE SE ALG NELY LINE OF LOT 28 65.89 FEET; THENCE SLY TO SELY LINE OF LOT 28 170 FEET NELY FROM POB; THENCE SWLY TO BEG JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 110 LARKSPUR CT

PARCEL NUMBER: 5-224400000

PARCEL 41:

COM AT SELY COR LOT 28; THENCE SWLY ALG SLY LINE OF LOT 28 45 FEET; THENCE NLY TO WLY LINE OF LOT 29 45 FEET NWLY FROM BEG; THENCE SELY ALG LINE COMMON TO LOTS 28 & 29 TO BEG ALSO LOT 29 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 112 LARKSPUR CT

PARCEL NUMBER: 5-2244.1000

PARCEL 42:

LOT 30 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 114 LARKSPUR CT

PARCEL NUMBER: 5-224600000

PARCEL 43:

LOT 31 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 116 LARKSPUR CT

PARCEL NUMBER: 5-224700000

PARCEL 44:

LOT 36 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.

ADDRESS: 1120 MERRIMAN ST

PARCEL NUMBER: 5-225200000

PARCEL 61:

LOT 25 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS

ADDRESS: 1129 S MILWAUKEE ST (NKA CARL BREEDING WAY)

PARCEL NUMBER: 5-224100000

PARCEL 62:

LOT 24 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1201 S MILWAUKEE ST (NKA CARL BREEDING WAY)
PARCEL NUMBER: 5-224000000

PARCEL 63:
LOT 23 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1205 S MILWAUKEE ST (NKA CARL BREEDING WAY)
PARCEL NUMBER: 5-223900000

PARCEL 64:
LOT 22 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1209 S MILWAUKEE ST (NKA CARL BREEDING WAY)
PARCEL NUMBER: 5-223800000

PARCEL 65:
LOT 21 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1213 S MILWAUKEE ST (NKA CARL BREEDING WAY)
PARCEL NUMBER: 5-223700000

PARCEL 66:
LOT 20 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 1217 S MILWAUKEE ST (NKA CARL BREEDING WAY)
PARCEL NUMBER: 5-223600000

PARCEL 69:
LOT 35 JACKSON URBAN RENEWAL REPLAT NO. 3, AS RECORDED IN LIBER 22 OF PLATS, PAGES 38 AND 39, JACKSON COUNTY RECORDS.
ADDRESS: 211 STEVENS ST
PARCEL NUMBER: 5-225100000

PARCEL 70:
E 49.5 FT OF LOT 3 BLK 2 MOORE'S ADD, AS RECORDED IN LIBER 3 OF PLATS, PAGE 17, JACKSON COUNTY RECORDS.
ADDRESS 211 MITCHELL ST
PARCEL NUMBER 5-077200000



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Biosolids Hauling

Recommendation:

Award the Biosolids Hauling contract to NutriGro Environmental Solutions at a cost of \$0.052 per gallon of liquid biosolids for a total contract cost of approximately \$260,000.00, depending on actual amounts generated and hauled.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: April 15, 2025

RECOMMENDATION: Award the Biosolids Hauling contract to NutriGro Environmental Solutions at a cost of \$0.052 per gallon of liquid biosolids for a total contract cost of approximately \$260,000.00, depending on actual amounts generated and hauled.

ISSUE STATEMENT

The biosolids hauling and application contract with the City of Jackson's previous provider, BioTech Agronomics is such that it offered the option for up to four annual renewals. The first renewal was approved by City Council in January 2024, and in February 2025, BioTech Agronomics notified the City of Jackson that they did not wish to request a second renewal of the existing contract. Upon receiving this notification, project specifications were reviewed and revised and requests for bids were advertised. Two service providers submitted bids, which have now been reviewed and evaluated.

DESCRIBE THE CONSEQUENCES

During the wastewater treatment process, biosolids are produced and treated through an anaerobic digestion process, then stored in liquid form or dried in open air-drying beds. The biosolids are then used as fertilizer and soil enhancement on agricultural lands, or in some cases can be disposed of in a landfill. Our facility produces between 4 million and 5 million gallons of liquid biosolids and approximately 2,000 cubic yards of dry biosolids annually.

Biosolids that are generated at the wastewater treatment plant must be disposed of in a manner that protects the environment while meeting State and Federal regulations. The biosolids are analyzed for contaminants and/or pollutants prior to each application event to ensure they meet or exceed those regulations.

OWNERSHIP

Biosolids production continues daily as part of the wastewater treatment process, and on-site storage options are limited. The most efficient means of maintaining storage capabilities is to regularly apply these biosolids to farm fields as fertilizer and soil enhancement or deliver them to a landfill for environmentally safe disposal as fill or as a cover material.

SOLUTION

The bid results are as follows:

	Liquid Hauling	Dry Hauling-Self Loading	Dry Hauling-City
Loading			
NutriGro Environmental -	\$0.052/gallon	\$38.00/Cu Yd	\$32.86/Cu Yd
BioTech Agronomics -	\$0.0535/gallon	\$32.00/Cu Yd	\$28.95/Cu Yd

Both bidders have sufficient experience to adequately perform the work as specified, and our WWTP team has prior experience with both companies, as well. Scheduling and completion of the required hauling and application work can be challenging. Storage capacity for this material can be limited at times, depending on quantity of sludge production through the treatment process, weather and accessibility to local farm fields during certain times of the year. It can also be challenging for the hauling contractor, as they typically have several WWTP customers that all have similar needs in terms of scheduling and capacity concerns.

Given that fact that our facility relies heavily on the proper disposal of liquid biosolids, and our intention to use local landfill as a continuous option throughout the year instead of farmland application only as land becomes available during the cropping season, we are recommending award of this contract to NutriGro Environmental Solutions according to the proposed cost of \$0.052/gallon. This will be a 2-year contract, with two optional annual renewals.

FACILITATE IMPLEMENTATION

Award the biosolids hauling contract to NutirGro Environmental Solutions at a cost of \$0.052 per gallon of liquid biosolids for a total contract cost of approximately \$260,000.00, dependent on actual amounts of biosolids produced.

ATTACHMENTS

1. 2025 Biosolids Hauling & Land App Bid Tab

Line Item	Description	Quantity	Unit of Measure	BioTech Agronomics, Inc		nutrigro environmental solutions Inc	
				Unit Cost	Total	Unit Cost	Total
	Cost per gallon to pump, haul, and land apply liquid						
1	biosolids	1	Gallon	\$.0535	\$.0535	\$.052	\$.052
	Cost per cubic yard to load, haul, and land apply						
2	dry biosolids	1	Cubic Yard	\$32.00	\$32.00	\$38.00	\$38.00
	ALTERNATE PRICE: Cost per cubic yard to haul and						
	land apply dry biosolids with City providing loader						
3	and operator.	1	Cubic Yard	\$28.95	\$28.95	\$32.86	\$32.86
	Total				\$61.0035		\$70.912



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Resolution to enter into a contract with MDOT for construction of the MLK Trail from Detroit Street to Trail Street

Recommendation:

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the construction of the Martin Luther King Equality Trail from Detroit Street to Trail Street and authorize the Mayor and City Clerk to execute the appropriate documents.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the referenced contract change order.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the construction of the Martin Luther King Equality Trail from Detroit Street to Trail Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ISSUE STATEMENT

The City of Jackson has secured a Shared Streets and Spaces grant through the Michigan Department of Transportation (MDOT) for the construction of a segment of the Martin Luther King Equality Trail from Detroit Street to Trail Street.

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

DESCRIBE THE CONSEQUENCES

Currently, there is a gap in the MLK Equality Trail between Detroit Street and Trail Street. In 2019, work was performed in conjunction with the redevelopment of the Toy House site by Christoff and Sons Floor Covering, Inc. to relocate the curb along the west side of Mechanic Street between Detroit and Trail to make way for the eventual in-fill construction of the MLK Equality Trail. Now that funding has been secured, the in-fill construction can proceed.

If the resolution is not approved, construction will not proceed and the gap in the MLK Equality Trail between Detroit Street and Trail street will remain.

OWNERSHIP

Construction plans, specifications and an estimate have been prepared and the project is now ready to advertise for bids. For the bids to be accepted and a construction contract awarded, the attached cost participation contract 25-5086 with MDOT must be approved.

SOLUTION

For the grant funding to be expended and the trail project to be constructed, the attached resolution to enter into a contract with MDOT must be approved by City Council and the Mayor and Clerk authorized to sign.

FACILITATE IMPLEMENTATION

Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for the construction of the Martin Luther King Equality Trail from Detroit Street to Trail Street and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS

1. 25-15 MLK TRAIL SSSG GRANT_MDOT AGREEMNT WITH CITY_222875_25-5086

SSSG
NON FED

	COM
Control Section	SSSG 38000
Job Number	222875CON
Contract No.	25-5086

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated March 26, 2025, attached hereto and made a part hereof:

Concrete shared use path construction to extend the Martin Luther King Jr. Equality Trail along North Mechanic Street from Trail Street to Detroit Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Shared Streets and Spaces Fund, hereinafter referred to as "SSSG FUNDS," qualifies for funding pursuant to PA 119, Article 15, Section 1004(1)(c); Public Act of 2023 and PA 121, Article 15, Section 1105(d); Public Act of 2024, as amended, and is categorized as:

SSSG FUNDED PROJECT

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

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

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

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

07/2024 TEDSSSG.FOR 3/26/25

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures, when applicable, are to be followed by the REQUESTING PARTY and shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest

07/2024 TEDSSSG.FOR 3/26/25

responsive and responsible bid in accordance with applicable State statutes and regulations.

Upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the REQUESTING PARTY'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require written approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. Should the REQUESTING PARTY elect to use a contractor to construct the PROJECT, the REQUESTING PARTY shall require the contractor who is

07/2024 TEDSSSG.FOR 3/26/25

awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by SSSG FUNDS. SSSG FUNDS shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 100 percent of the final PROJECT COST, or (2) \$200,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of SSSG FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with SSSG FUNDS and will be required to repay any SSSG FUNDS it received in excess of 100 percent of the total of such costs.

The REQUESTING PARTY shall provide digital photographs and a narrative description of the completed PROJECT along with the Final Cost Certification form. The narrative description shall be in a form established by the DEPARTMENT and shall describe expected benefits and impact of the PROJECT on the community being served. If the DEPARTMENT does not receive the Final Cost Certification form with the required photographs and narrative from the REQUESTING PARTY within three (3) months of completion of the PROJECT and payment of

07/2024 TEDSSSG.FOR 3/26/25

all items of PROJECT COST related thereto or December 31, 2026, whichever earlier, the DEPARTMENT may require repayment of full amount of the SSSG FUNDS.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

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

The REQUESTING PARTY, within three (3) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of PROJECT costs to the DEPARTMENT and certify that the PROJECT has been completed in accordance with the PROJECT plans, specifications, and contract.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the
07/2024 TEDSSSG.FOR 3/26/25

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation

07/2024 TEDSSSG.FOR 3/26/25

pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy , shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #5480 shall be forfeited back to the DEPARTMENT.

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

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

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

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

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

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

07/2024 TEDSSSG.FOR 3/26/25

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require written approval by the DEPARTMENT.

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

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

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

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

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

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

CITY OF JACKSON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



07/2024 TEDSSSG.FOR 3/26/25

March 26, 2025

EXHIBIT I

CONTROL SECTION	SSSG 38000
JOB NUMBER	222875CON

ESTIMATED COST

Estimated PROJECT COST	
Contracted Work	\$200,000

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$200,000
Less SSSG FUNDS*	<u>\$200,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 0

NO DEPOSIT

*SSSG FUNDS for the PROJECT are limited to an amount as described in Section 5.

07/2024 TEDSSSG.FOR 3/26/25

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Approve the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc.

Recommendation:

Approve the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc. of Battle Creek, Michigan at a cost of \$699,670.18, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report and documentation from Troy R. White, City Engineer, regarding approval of the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc. I recommend approval of the change order. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Approve the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc. of Battle Creek, Michigan at a cost of \$699,670.18, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

In the early 1990s, the City purchased the old railroad right-of-way from Weatherwax Drive to Merriman Street and constructed an 8-foot wide asphalt bike path along the right-of-way. In 1999, the American Association of State Highway and Transportation Officials (AASHTO) published the first edition of the Guide for the Development of Bicycle Facilities. In the AASHTO guide, the minimum width of a path is 10 feet. Over the years the bike paths have come to be referred to as non-motorized paths. The trail, in its current condition, does not meet current design standards for width, it is becoming overgrown and the asphalt pavement is cracked, uneven and broken throughout.

DESCRIBE THE CONSEQUENCES

If no work is performed on this portion of the trail, it will remain an 8 foot wide trail and its existing condition will continue to deteriorate. Engineering proposes to reconstruct the MLK Equality Trail from the Weatherwax Drive to Optimist Shelter with a 12-foot concrete path. The project will also clear small trees to 25 feet from the center of the path.

The Engineer's estimate for this project is \$692,827.75. On March 17, 2025, bids were opened in Purchasing and are as follows:

Company	Bid
Hoffman Bros., Inc., Battle Creek, MI	\$ 699,670.18
Anlaan Corporation, Grand Haven, MI	\$ 793,207.75

This project will be paid with an MDNR Trust Fund Grant and Major Street Funds.

Bid evaluation criteria is part of the Responsible Contractor Ordinance which consists of the

following components:

- 1. Price (25%)
- 2. Corporate Accountability (25%)
- 3. Workplace Safety (25%)
- 4. Workforce Development (15%)
- 5. Social Equity (10%)

Company	A	B	C	D	E	Total
Hoffman Bros., Inc.	25	24	25	15	10	99
Anlaan Corporation	20	25	19	15	10	89

OWNERSHIP

Engineering is responsible for the reconstruction of the trail system in the City. Engineering proposes to reconstruct the MLK Equality Trail from the Optimist Shelter to West Avenue with a 12-foot concrete path. The project will also clear small trees and brush to 25 feet from the center of the path.

SOLUTION

To get the trail reconstructed, it is the request of Engineering in concurrence with the Purchasing Agent that this contract be awarded to Hoffman Bros., Inc.

FACILITATE IMPLEMENTATION

Approve the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros., Inc. of Battle Creek, Michigan at a cost of \$699,670.18, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Contract award for High Level Interceptor Sewer Cleaning and Televising to Taplin Group, LLC.

Recommendation:

Approve the award for the High Level Interceptor Sewer Cleaning and Televising contract to Taplin Group, LLC of Kalamazoo, Michigan at a cost of \$394,909.12 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the contract award to Taplin Group, LLC for High Level Interceptor Sewer Cleaning and Televising.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Approve the award for the High Level Interceptor Sewer Cleaning and Televising contract to Taplin Group, LLC of Kalamazoo, Michigan at a cost of \$394,909.12 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

ISSUE STATEMENT

The High Level Interceptor sewer serves an area of approximately 7.2 square miles on the west and south sides of the City. The High Level Interceptor is a regional asset as it also transports sewage from southern townships through the City to the wastewater treatment plant. The High Level Interceptor was constructed with concrete pipe in 1926 and ranges in size from three to five feet in diameter.

The last time this sewer was cleaned and its condition assessed is unknown. However, the downstream North Extension Sewer is currently in the process of being cleaned and the level of debris accumulated there is a strong indicator that the High Level Interceptor is in need of cleaning. There is also an immediate need to assess the condition of the High Level Interceptor to understand the type and costs of maintenance activities necessary to ensure reliability and extend its service life. This need is relatively immediate as the City and neighboring townships are currently generating a cost sharing agreement for the use and operation of the regional assets that are the wastewater treatment plant and associated interceptor sewers.

DESCRIBE THE CONSEQUENCES

If the High Level Interceptor is not cleaned, debris will continue to accumulate which could potentially block flow through the sewer. Without being cleaned, it also will not be possible to inspect and televise the pipe to know its condition and the types and costs of treatments necessary to ensure reliable use for years to come. The maintenance treatments and associated costs need to be understood so they can be incorporated into the cost sharing agreement between the City and townships. This will allow those maintenance activities to be sufficiently funded and the costs thereof to be fairly distributed.

The results of the March 24, 2025 letting for the construction contract to clean and televise the

High Level Interceptor are as follows:

Company	Bid
Taplin Group, LLC, Kalamazoo, MI	\$ 394,909.12
National Power Rodding Corp., Chicago, IL	\$ 1,055,225.00

This project will be paid out of Sewer Funds

OWNERSHIP

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

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

Company	A	B	C	D	E	Total
Taplin Group, LLC, Kalamazoo, MI	25	25	15	10	20	95
National Power Rodding Corp., Chicago, IL	25	25	15	10	8	83

SOLUTION

It is recommended that the contract be awarded to Taplin Group, LLC of Kalamazoo, Michigan at their bid cost of \$394,909.12. Although both bidders demonstrated through their Responsible Contractor Ordinance submittals to be capable of successfully completing the contract work, the bid by Taplin Group is 37% of that by National Power Rodding Corp.

FACILITATE IMPLEMENTATION

Approve the award for the High Level Interceptor Sewer Cleaning and Televising contract to Taplin Group, LLC of Kalamazoo, Michigan at a cost of \$394,909.12 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements Contract Award

Recommendation:

Approve the award for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract to Five Star Energy Services, LLC of Waukesha, Wisconsin at a cost of \$6,978,900.00 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the referenced contract award.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Approve the award for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract to Five Star Energy Services, LLC of Waukesha, Wisconsin at a cost of \$6,978,900.00 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

ISSUE STATEMENT

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

DESCRIBE THE CONSEQUENCES

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

The results for sealed bids that were opened on April 4, 2025 are shown in the table below.

Name	Bid	Over/Under Est	% of Est
Engineer's Estimate	\$ 7,000,000.00	\$ 0.00	100%
Five Start Energy Services, LLC, Waukesha WI	\$ 6,978,900.00 - \$ 21,100.00		99.70%
SWT Excavating, Inc., Galesburg, MI	\$ 7,426,278.05 + \$ 426,278.05		106.09%
All Seasons Underground Construction, Inc., Tipton, MI	\$ 7,482,100.00 + \$ 482,100.00		106.89%

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

OWNERSHIP

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

1. Price (25%)
2. Corporate Accountability (25%)
3. Workplace Safety (25%)
4. Workforce Development (15%)
5. Social Equity (10%)

Company	A	B	C	D	E	Total
Five Start Energy Services, LLC, Waukesha WI	24	25	25	15	8	97
SWT Excavating, Inc., Galesburg, MI	19	25	23	15	8	90
All Seasons Underground Construction, Inc., Tipton, MI.	18	25	23	13	8	87

SOLUTION

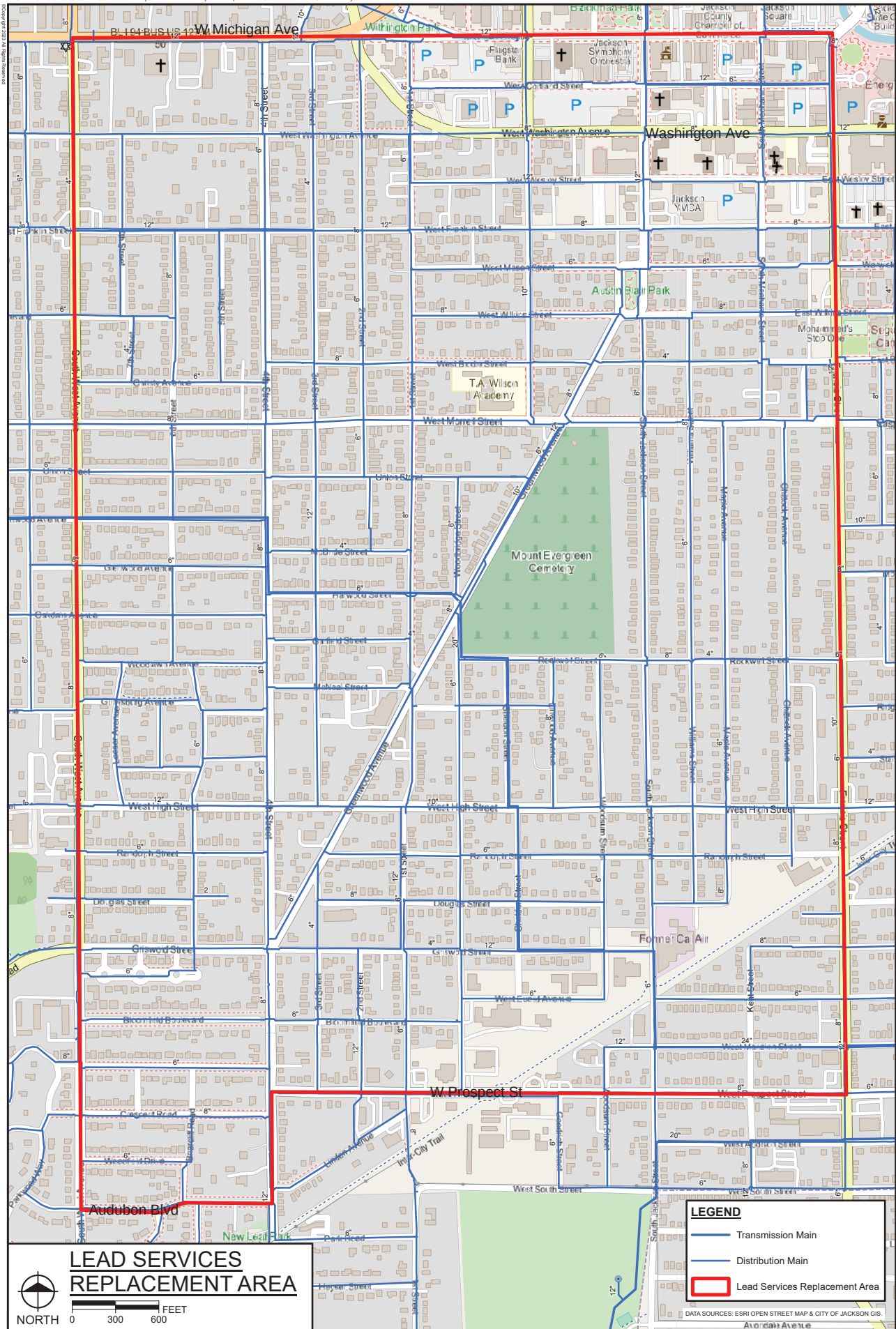
To progress the City's ongoing effort to replace lead service lines as quickly and economically as possible, it is the request of Engineering in concurrence with the Purchasing Agent that this contract be awarded to Five Star Energy Services, LLC.

FACILITATE IMPLEMENTATION

Approve the award for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Lead Service Line Replacements contract to Five Star Energy Services, LLC of Waukesha, Wisconsin at a cost of \$6,978,900.00 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

ATTACHMENTS

1. ENG 25-10_DWSRF Ph1 LSL Replacements_Award Rec_Dept Report map attachment





MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Approval of Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd.

Recommendation:

Approve Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd. of Northville, Michigan in the increased amount of \$26,300.00 for preliminary engineering services and authorize the City Manager and City Engineer to sign the appropriate document.

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd. I recommend approval of the amendment. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Approve Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd. of Northville, Michigan in the increased amount of \$26,300.00 for preliminary engineering services and authorize the City Manager and City Engineer to sign the appropriate document.

ISSUE STATEMENT

The Monkey Run is an interceptor sewer that serves an area of approximately 635 acres on the west side of the City. The oldest portion of the Monkey Run (0.84 miles) was constructed of brick in 1901 and is five feet in diameter. This sewer runs a circuitous route from West Avenue (north of the Wildwood intersection), through blocks and between houses, under Dungy Field at Withington Stadium and along and under the railroad to discharge at Jackson Street.

Because there was no record of past evaluations or maintenance on this critical piece of infrastructure, NTH Consultants, Ltd. (NTH) was previously selected through a Request for Qualifications and Proposals (RFQP) process to study the Monkey Run. The purpose of the study was to assess the sewer condition and determine maintenance needs. The study found the sewer to be in fair condition but deteriorated sections of the brick sewer in need of sealing and grouting to ensure that the Monkey Run continues to function effectively and reliably.

DESCRIBE THE CONSEQUENCES

For the necessary maintenance tasks to be performed in the field, a bid package must be prepared and necessary permits obtained. The bid package will include plans, specifications and estimates. Permit must be obtained from Amtrak, Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan Department of Transportation (MDOT), private property owners and utility service providers. The proposed amendment will add the preliminary engineering services to prepare the bid package and obtain permits to the current contract with NTH.

OWNERSHIP

During the initial review of sewer assessment proposals, NTH demonstrated that its past projects and staff experience made it most qualified to provide the specialty engineering services required for work on sewers of this vintage. Additionally, NTH showed they are cost effective by providing the lowest cost proposal. Engineering has determined that the cost for the contract amendment is fair and reasonable.

SOLUTION

Engineering recommends approval of the attached contract Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract.

FACILITATE IMPLEMENTATION

Approve Amendment 1 to the Interceptor Sewer Rehabilitation Engineering contract with NTH Consultants, Ltd. of Northville, Michigan in the increased amount of \$26,300.00 for preliminary engineering services and authorize the City Manager and City Engineer to sign the appropriate document.

ATTACHMENTS

1. 22-002_Monkey Run Rehab_Amendment 1_Proposal from NTH
2. 22-002_Monkey Run Rehab_Amendment 1_Sig Sheet

Mr. Troy White, P.E., City Engineer
City of Jackson
161 W. Michigan Avenue
Jackson, MI 49201

March 10, 2025
NTH Proposal No.: 62210512-05

**RE: Proposal to provide Rehabilitation Design and Bidding Services
Monkey Run Interceptor
Jackson, MI**

Dear Mr. White,

In accordance with our recent discussions, NTH is pleased to submit this proposal to perform the requested rehabilitation design and bidding assistance services for the Monkey Run Interceptor extending from West Avenue to the intersection of Trail Street and Jackson Street in Jackson, Michigan. This proposal has been prepared based on our meeting with you on February 28, 2025, to discuss the next steps for rehabilitation of the Monkey Run Interceptor and our recommendations as presented in our Monkey Run Interceptor Condition Assessment Report and Updated Lining Recommendations Report dated October 25, 2022 and October 12, 2023 respectively. Development of those reports is the result of our review of available historical records and design documents, data collected during closed-circuit television inspections, hydraulic data analysis, and experience working on similar sewer rehabilitation projects. The following sections detail our understanding of the project, proposed scope of services, and anticipated professional fees.

BACKGROUND

The Monkey Run Interceptor for this project runs from the crossing at West Avenue to the downstream terminus at the intersection of West Trail Street and Jackson Street. This portion of the Monkey Run Interceptor sewer was constructed in the early 1900s and is in the immediate vicinity of critical infrastructure and is itself a piece of critical infrastructure for the City of Jackson. The section of Monkey Run Interceptor evaluated in NTH's October 2022 Condition Assessment Report is constructed of 60- to 66- inch diameter circular brick sanitary interceptor sewer and is approximately 4,000 feet in length.

Our initial recommendations from the October 2022 Condition Assessment Report included three options for rehabilitation: performing spot repairs, lining critical reaches along the alignment, and lining the entire alignment. While we were reviewing options for lining the interceptor and preparing draft bridging documents for a possible design-build project, the City of Jackson informed NTH that they are interested in taking a different approach and revisiting our initial recommendation of performing point repairs within the sewer. As such, we will modify the draft bridging documents to develop a spot repair rehabilitation program and prepare contract drawings and specifications to rehabilitate the Monkey Run Interceptor.

SCOPE OF SERVICES

To accomplish this objective, we are prepared to perform the following scope of services:

Task 5) Rehabilitation Design: NTH will modify the existing draft bridging design documents to create contract documents. Professional Engineering services for rehabilitation design necessary to conduct the repairs needed of the Monkey Run Interceptor consist of the following tasks:

- **Leak Sealing Details and Procedures** – Leak sealing details, approved materials, and specifications will be provided. Leak sealing details will include sealing of gushing, running, and dripping infiltration as well as filling in potential voids outside the sewer pipe.
- **Concrete Repair Design** – Drawing details, approved materials, and specifications will be provided for shallow and deep concrete repairs for identified localized repairs within both the sewer and manholes. A specialized geopolymer concrete will be utilized as necessary to repair/replace missing or damaged bricks.
- **Maintenance of Traffic** – Design of general traffic control plans for maintaining traffic around manhole access points for completing repairs. Note that the repair contractor will be responsible for preparing the final traffic control plans based on their proposed means and methods.
- **Contract Drawings and Specifications** - NTH will prepare Contract Documents (drawings and specifications) for the Bid Package and submit for Owner review at 90-percent and 100-percent/Issued for Bid design stages. In addition, NTH will meet with the City of Jackson representatives to discuss design issues, construction Contract Division 0 and Division 1 items, and prepare these specification sections on the basis of the City of Jackson standard sections. In this proposal, we have included one design submittal workshop with the Owner to discuss design concepts and details.
- **Engineer's Estimation of Probable Construction Costs and Schedule** – NTH will update the Engineer's estimate of probable construction cost based on the design drawings and specifications. NTH will also develop an engineer's estimate of probable schedule based on the design documents. This task includes meeting with one contractor familiar with the work to receive comments and obtain insights into the constructability of the design.
- **Permits and EGLE Assistance** – The acquisition of construction easements for work sites as well as access roads will require advanced planning and potentially long lead times to secure legal descriptions and agreements. Multiple governmental and outside agencies including Amtrak Railroad will be coordinated with during the design and construction phases of the project. Coordination for construction access, construction permits, and/or easements may be required with the following agencies:
 - Amtrak Railroad
 - City of Jackson
 - Michigan Department of Environment, Great Lakes, and Energy (EGLE)
 - Michigan Department of Transportation (MDOT)
 - Public and Private Utility Owners

Based on our discussions with the City of Jackson, existing easement agreements within the Amtrak Railroad right of way for the sewer alignment could not be found. Coordination with the railroad will be required for providing access for repair work, but also to attempt to establish new easement agreements, if necessary. Note that professional survey services are not included within this scope of services. If professional survey services are required to acquire the easements, we will provide an estimate from a subconsultant under separate cover.

If required, NTH will submit 100-percent design documents to EGLE, along with all other required applications and documents, obtain feedback, and incorporate any comments into the "Issued For Bid" Contract Document package. As part of this task, NTH will prepare the application for the EGLE Part 41 permit, if required. We have included one (1) preapplication meeting with EGLE in our estimate. Moreover, NTH will apply for construction and other permits insomuch as the various aforementioned agencies and municipalities allow during the design process.

Task 6) *Bidding Assistance*

Design engineering services necessary to assist the City of Jackson during bidding and Contract Award are included in the NTH scope of services, and consist of the following tasks:

- Prepare and compile final construction bid documents for advertisement.
- Conduct Pre-Bid meeting. NTH scope is based on one site visit meeting being required for the pre-bid meeting efforts.
- Administrate and respond to Contractor questions and requests for information during the bid period and provide response(s) to such questions in the form of addenda. Issue addenda as necessary to answer questions, provide clarifications and additional information, provide summary of the pre-bid meeting, and any other necessary information. For this task, we have assumed a maximum of two addenda will be issued.
- Attend bid opening meeting (to be conducted by City of Jackson). Tabulate and evaluate bids. Provide analysis to the Owner relative to acceptability of each bid or any contained irregularities.
- Conduct a pre-award meeting with the Owner and provide final recommendations.
- Prepare Contract and Issued for Construction set of documents and issue to the Owner for distribution to repair contractor.

Construction Contract Administration (CCA) Services

Although not part of this current scope, per our discussions, NTH will provide construction administration services following the completion of the bidding process. Once a better understanding of the project schedule is developed during bidding, we will submit a separate proposal for the CCA services. These services will include on-site representation during the repair operations to ensure the repair contractor is following the specifications and design, recording repair quantities and review of contractor pay applications, review of project Requests for Information and Submittals, document control, and attendance at project meetings. Other services requested by the Owner's team will be included as agreed as part of the CCA services proposal development.



SCHEDULE

NTH will move forward with coordination with the railroad and continuing rehabilitation design efforts using the existing task authorization currently in place. We anticipate a duration of approximately 6 months to complete the rehabilitation design, obtain the permits, and provide bidding assistance, including coordination with the railroad, EGLE, and the other aforementioned agencies.

PROFESSIONAL FEES

We propose to perform the above scope of services on a time and materials basis in accordance with our existing contract with the City of Jackson. Our fees will be based on our 2024 Fee and Rate Schedules. Our terms and conditions will be based on our existing contract with the City of Jackson. Based on the scope of services listed above, our estimated fees for the rehabilitation design and bidding assistance are **\$32,300.00**. A breakdown of these estimated fees by task is provided below.

• Task 5 – Rehabilitation Design:	\$18,000.00
• Minus Existing Remaining Budget:	<u>-\$6,000.00</u>
	\$12,000.00
• Task 6 – Bidding Assistance:	\$14,300.00
<u>Requested Contract Amendment</u>	<u>\$26,300.00</u>

Note that permit fees have not been included in these proposed fees. If permit fees are required, they will be passed on to the City of Jackson without markup.

Should the scope of services listed above change due to unanticipated conditions, changes in the Owner's directed scope of services, or other factors that may affect the estimated fees noted above, you will be advised of related extra charges for approval before providing additional services.

We look forward to continuing to work with you. Following your review of this proposal, please call us if you have any questions, comments, or need further information. We would be happy to discuss the details of this proposal at your convenience.

Sincerely,

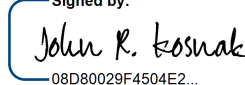
NTH Consultants, Ltd.

Signed by:

6CE9338EB53D431...
Colton Morrow
Assistant Project Engineer

CM/JRK/mam

cc: Joel Schanne, P.E.

Signed by:

08D80029F4504E2...
John R. Kosnak, P.E.
Project Manager



ACCEPTANCE PAGE

ACCEPTED FOR: City of Jackson
(NTH Proposal No: 62210512-05, dated March 10, 2025)

NAME: _____
(Print Name)

TITLE: _____

DATE: _____

SIGNATURE: _____

AMENDMENT NO. 1
Contract for
2022 Interceptor Sewer Rehabilitation Engineering
City of Jackson, Michigan

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

ORIGINAL CONTRACT AMOUNT **\$ 127,060.79**

AMENDMENT NO. 1 **\$ 26,300.00**

NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO.1 **\$ 153,360.79**

REASON FOR AMENDMENT:

To add project design, construction contract document preparation and permitting services (for Amtrak, Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan Department of Transportation (MDOT), private property owners and utility service providers) for the rehabilitation of the 0.84 mile long brick portion of the Monkey Run interceptor sewer in accordance with the letter format proposal dated 03-10-25 from NTH Consultants, Ltd.

Troy R. White, P.E.
City Engineer

ACCEPTED BY:

Jason R. Edberg, PE., Senior Vice President
NTH Consultants, Ltd.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Adopt resolutions (two) to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation (MDOT).

Recommendation:

Adopt resolutions (two) to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation (MDOT) and authorize the Mayor and City Clerk to execute the resolution.

Attached is a memo from Troy R. White, City Engineer, regarding two resolutions to decertify two streets within the City with MDOT as described in the report.

I recommend approval. Your consideration and concurrence is appreciated



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Adopt resolutions (two) to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation (MDOT) and authorize the Mayor and City Clerk to execute the resolution.

ISSUE STATEMENT

The City of Jackson must certify the street mileage annually with MDOT in accordance with Public Act 51 of 1951 along with a listing of changes to the street network. This certification is a requirement for the City to receive street funding from the State of Michigan. All streets included in the mileage certification must be open to the public for automobile traffic 24-hours a day, seven day a week.

A review of the street network revealed that Amur Street is included even though it was vacated in 1940. Because it is no longer open as a public use, it must be decertified and deleted from the Act 51 map of public streets. Decertification requires adoption of the attached resolution.

The last leftover segment of Liberty Street also needs to be decertified and deleted from the Act 51 map. A short 120-foot long segment remains between Cooper Street and the Grand River. The Liberty Street bridge was demolished in 1984. Liberty Street west of Cooper Street was vacated in 2000 for the construction of the Consumers Energy campus. The bar that sat on the parcel on the north side of Liberty Street was demolished in 2012. That parcel has since been purchased by MDOT for the Cooper Street bridge replacement project that is currently under construction. This leftover segment no longer serves a purpose as the parcel to the south is accessible from both Washington Avenue and Cooper Street. The leftover segment is no longer maintained and is not currently open for public use. Therefore, it needs to be decertified by the adoption of the attached resolution

DESCRIBE THE CONSEQUENCES

Failure to adopt the attached resolution to decertify Amur Street and Liberty Street will result in the City being out of compliance with Public Act 51 which governs the distribution of street funds from the State of Michigan to local agencies. Noncompliance may result in funds being withheld from the City by the State until compliance is achieved.

OWNERSHIP

The City Engineer is the designated Street Administrator who is responsible for ensuring compliance with Public Act 51 requirements so that routine street fund distributions to the City from the State proceed uninterrupted. A requirement for compliance is the certification that all streets on the City's Act 51 street network map are open for use by the public. Streets that are not open for public use must be deleted from the Act 51 street network map.

SOLUTION

Adoption of the attached resolution will provide for the deletion of Amur Street and Liberty Street from the City's Act 51 street network map and ensure continued compliance with requirements for the distribution of state street funding to the City of Jackson.

FACILITATE IMPLEMENTATION

Adopt a resolution to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation (MDOT) and authorize the Mayor and City Clerk to execute the resolution

ATTACHMENTS

1. Liberty Street_Resolution to Decertify_2025
2. Resolution to Council ACT 51 Decertify Amur
3. Decert Map_2025_Amur
4. Decert Map_2025_Liberty

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the Liberty Street bridge over the Grand River was demolished in 1984; and

WHEREAS, the building on the adjacent parcel was demolished in 2012 and the now vacant parcel has since been purchased by the Michigan Department of Transportation for the reconstruction of the Cooper Street bridge over the Grand River; and

WHEREAS, Liberty Street is not needed to access private property, is not currently open for public use and will be closed by the reconstruction of the Cooper Street bridge over the Grand River; and

WHEREAS, the City of Jackson must certify the street mileage annually with the Michigan Department of Transportation in accordance with Public Act 51 of 1951, as amended; and

WHEREAS, the City of Jackson does wish to decertify Liberty Street from Cooper Street to the Grand River for a total decertification length of 120 feet.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council by this resolution does agree to the decertification of the Liberty Street as described above.

* * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of April, 2025.

IN WITNESS WHEREOF, I have hereto
affixed my signature and the Seal of the City
of Jackson, Michigan, on this 15th day of
April, 2025.

Daniel Mahoney, Mayor

Andrea Muray, City Clerk

RESOLUTION

BY CITY COUNCIL:

WHEREAS, Amur Street was vacated by City Council on December 10, 1940; and

WHEREAS, the City of Jackson must certify the street mileage annually with the Michigan Department of Transportation in accordance with Public Act 51 of 1951, as amended; and

WHEREAS, the City of Jackson does wish to decertify Amur Street from Water Street to the east end, for a total decertification length of 252 feet.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council by this resolution does agree to the decertification of the street as described above.

* * * *

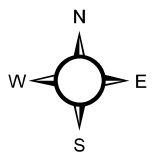
State of Michigan)
County of Jackson)ss
City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of April, 2025.

IN WITNESS WHEREOF, I have hereto
affixed my signature and the Seal of the City
of Jackson, Michigan, on this 15th day of
April, 2025.

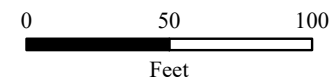
Daniel Mahoney, Mayor

Andrea Muray, City Clerk

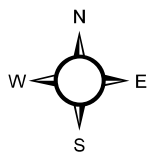
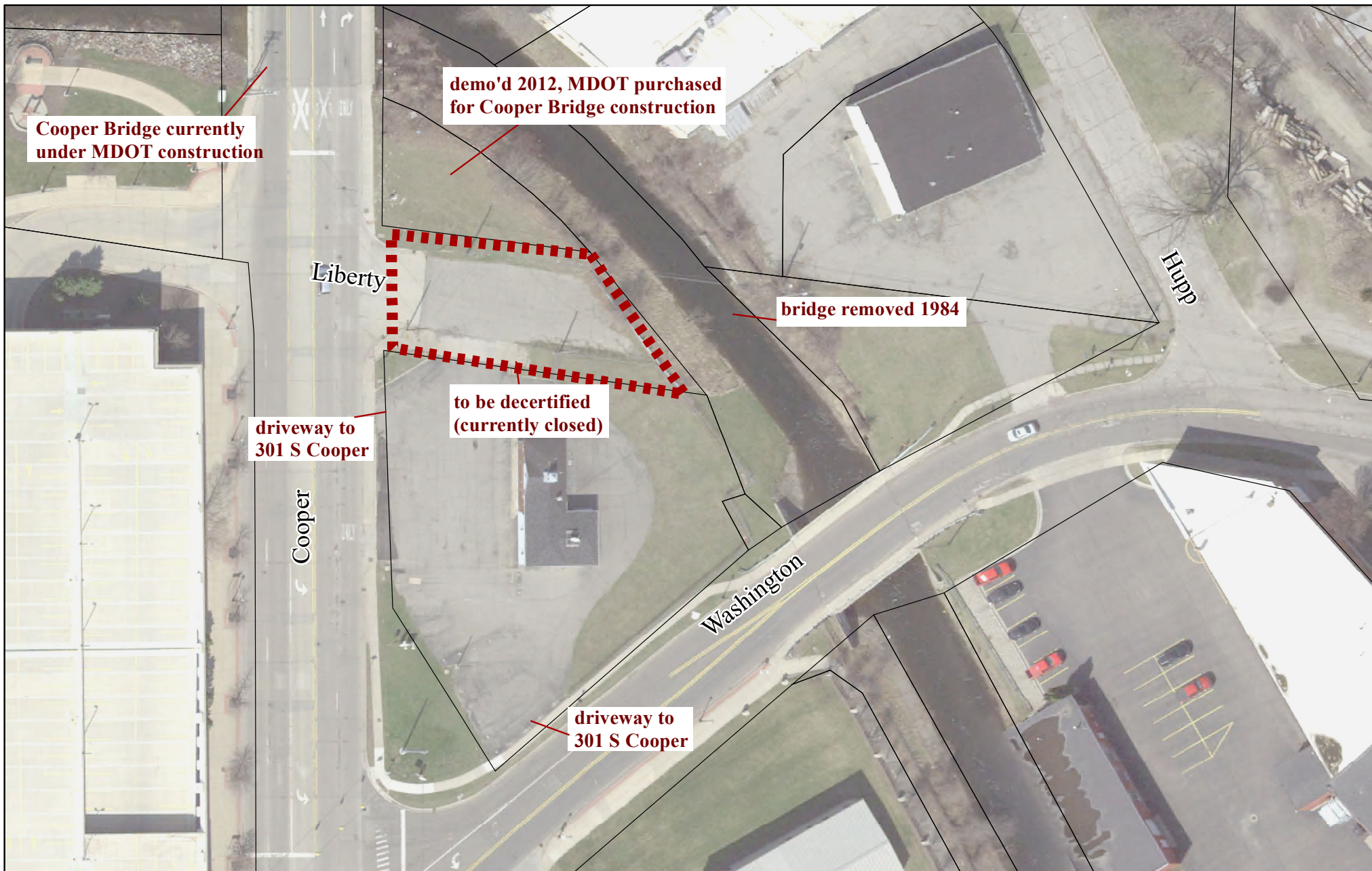


JACKSON
Founded 1829

Act 51 Decertification Map: Amur Street

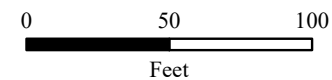


Date: 4/1/2025
M:\Shared_GIS\Amur.mxd



JACKSON
Founded 1829

Act 51 Decertification Map: Liberty Street



Date: 4/1/2025
M:\Shared_GIS\Liberty.mxd



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Approve the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc.

Recommendation:

Approve the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

Attached is a report and documentation from Troy R. White, Assistant City Engineer, regarding approval of the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. I recommend approval of the change order. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Troy White, City Engineer

DATE: April 15, 2025

RECOMMENDATION: Approve the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

On April 2, 2024, City Council approved the award of the 2024 Pavement Marking Contract to PK Contracting, Inc. of Troy, Michigan in the amount of \$127,964.70. This contract is subject to three 1-year renewals with a three percent unit price adjustment per year. PK Contracting, Inc. has submitted the attached letter indicating their desire to renew the contract to provide pavement marking services for the 2025 construction season.

DESCRIBE THE CONSEQUENCES

The City has approximately 55 miles of major streets on which pavement markings must be maintained for the safety of motorists. The paint on the pavement markings wears off over one or two years. If the streets lose their lane lines it becomes a safety issue for motorists and a liability for the City. To minimize the City's liability, Engineering developed a contract for pavement marking.

OWNERSHIP

Engineering is responsible for the maintenance of pavement markings on major City streets. This project will be paid out of Major Street Traffic Service Funds.

SOLUTION

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan, in the estimated amount of \$127,964.70 be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

FACILITATE IMPLEMENTATION

Approve of the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan, in the estimated amount of \$127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ATTACHMENTS

1. 2025 Continuation Letter
2. 2025 Pavement Markings_First Renew_REPORT TO COUNCIL



PK
CONTRACTING

MAIN OFFICE

1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

March 20, 2025

To Whom It May Concern,

P.K. Contracting, LLC will honor the pricing from the 2024 pavement marking project with the City of Jackson for the 2025 season. If there are any questions, please contact me via email at nick@pkcontracting.com.

Thanks,

Nicholas C. Shea / kb

Nicholas C. Shea
Vice President

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Troy R. White, P.E., City Engineer
DATE: April 15, 2025

RECOMMENDATION: Approve the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan in the estimated amount of \$127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

ISSUE STATEMENT

On April 2, 2024, City Council approved the award of the 2024 Pavement Marking Contract to PK Contracting, Inc. of Troy, Michigan in the amount of \$127,964.70. This contract is subject to three 1-year renewals with a three percent unit price adjustment per year. PK Contracting, Inc. has submitted the attached letter indicating their desire to renew the contract to provide pavement marking services for the 2025 construction season.

DESCRIBE THE CONSEQUENCES

The City has approximately 55 miles of major streets on which pavement markings must be maintained for the safety of motorists. The paint on the pavement markings wears off over one or two years. If the streets lose their lane lines it becomes a safety issue for motorists and a liability for the City. To minimize the City's liability, Engineering developed a contract for pavement marking.

OWNERSHIP

Engineering is responsible for the maintenance of pavement markings on major City streets.

This project will be paid out of Major Street Traffic Service Funds.

SOLUTION

In concurrence with the Purchasing Agent, it is Engineering's recommendation that the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan, in the estimated amount of \$127,904.70 be approved, and the Mayor and City Clerk be authorized to execute the appropriate document(s).

FACILITATE IMPLEMENTATION

Approve of the first renewal of the 2024 Pavement Marking contract with PK Contracting, Inc. of Troy, Michigan, in the estimated amount of \$127,964.70, and authorization for the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Approve the Purchase of New Duty Weapons for Jackson Police Officers and Allow the Sale of Current Firearms

Recommendation:

I recommend approving the purchase of new duty weapons for the Jackson Police Department.

The attached information from Chief Chris Simpson outlines the rationale for purchasing new firearms from Acme Sports, Inc., as well as allowing current Jackson Police officers the opportunity to purchase the pistol which they currently use while on-duty.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Simpson , Chief of Police

DATE: April 15, 2025

RECOMMENDATION: Approve the purchase of new duty weapons for the Jackson Police Department, and approve the sale of current duty weapons to Jackson Police Officers.

ISSUE STATEMENT

Jackson Police officers currently carry Sig Sauer duty weapons which were purchased in 2013. These weapons are showing signs of extensive wear and tear and should be replaced.

DESCRIBE THE CONSEQUENCES

No officer wants to fire their weapon. However, if it is necessary to save a life, officers must be able to rely on up-to-date and properly functioning equipment in order to do so. Older duty weapons may malfunction or jam, leaving officers in life threatening situations due to faulty equipment. Duty weapons such as the Sig Sauer M17 have modern functions and features which make them more user friendly, which improve speed and accuracy. When faced with a critical incident where every second counts, it is imperative we provide every advantage to our officers to keep themselves and members of the Jackson community safe.

A firearm malfunction is the failure of a firearm to operate as intended for causes other than user error. Malfunctions range from temporary and relatively safe situations (such as a casing not ejecting), to potentially dangerous occurrences which may permanently damage the gun and cause injury or death.

Mechanical malfunctions of a firearm (commonly called jams) include failures to feed, extract, or eject a cartridge; failure to fully cycle after firing; and failure of a recoil- or gas-operated firearm to lock back when empty (largely a procedural hazard, as "slide lock" is a visual cue the firearm is empty). In extreme cases, an overloaded round, blocked barrel, or severely weakened breech can result in an explosive failure of the receiver, barrel, or other parts of the firearm. These types of mechanical malfunctions are exacerbated when the firearm is aged and has been extensively fired.

The purchase price of new handguns for all current sworn employees of the Jackson Police Department and the Reserve Officer Unit would total approximately \$95,000. The Sig Sauer representative recommended two vendors that would be able to process an order this

large. The Police Department received quotes from Acme Sports, Inc., located in Seymour, Indiana for \$94,851, and from Vance's Law Enforcement, located in Columbus, Ohio, for \$95,843.25. Acme Sport, Inc., would provide a slightly better trade in allowance, and therefore would be the recommended vendor.

The Jackson Police Department would like to offer current Jackson Police Department officers the option to purchase the handgun they currently carry. This would help offset the cost of the purchase of new duty weapons, although it would reduce the trade-in amount to the selected vendor. However, the revenue received would offset the total purchase cost of the new handguns. We anticipate approximately \$42,000 between employee purchases and total manufacturer trade-ins, decreasing the actual expenditure amount to \$53,000. The purchase would include the pistols, magazines, weapon-mounted flashlights, and holsters.

OWNERSHIP

During the 2012/2013 fiscal year, then-Director Matt Heins coordinated the purchase of the Sig Sauer pistols which are still in use by officers of the Jackson Police Department. The mechanical function of these firearms continues to deteriorate. A Sig Sauer handgun can typically withstand the wear and tear of up to 7,000 rounds fired from it. Due to required firearms training which occurs through the year, as well as the years these pistols have been in service, the likelihood of a malfunction increases every day. To keep the Jackson community and its public servants safe, these weapons should be replaced.

SOLUTION

Quotes were requested from Acme Sports, Inc. and Vance's Law Enforcement. Acme Sports, Inc. provided a quote of \$94,851, with a potential total trade-in allowance of \$42,605 bringing the final cost to \$52,246. Vance's Law Enforcement provided a quote of \$95,843.25, with a potential trade-in allowance of \$42,400, reducing the final cost to \$53,443.25. The Jackson Police Department projected for this purchase in our FY 24/25 budget.

FACILITATE IMPLEMENTATION

I recommend approving the purchase of new duty weapons for the Jackson Police Department from Acme Sports, Inc., located in Seymour, Indiana. I also recommend approving the sale of current duty weapons to Police Department sworn staff, ensuring the sale follows all federal and state laws.

ATTACHMENTS

1. 04-15-25 - Acme Quote
2. 04-15-25 - Vance Quote



ACME SPORTS, INC.

P.O. Box 432
800 E. Tipton Street
SEYMOUR, INDIANA 47274
Ph. (812) 522-4008 Fax (812) 522-4009
Email: acmesports@comcast.net

Date: 3/5/2025

PO#:

Subject: Agency Sig Sauer Quote

To: Jackson Police Dept.--MI

Part Number	Description	Quantity	Cost	Total
WM17-9-PRO-BLK-RM17	M17, 9MM, 4.7, BLACK, STRIKER, SIGLITE, MOD POLY X GRIP, (3) 21RD MAG, ROMEOM17, RAIL	1	\$989.00	\$989.00
SOF2R100	FOXTROT2R, RECHARGEABLE, WEAPON MOUNTED WHITE LIGHT, 700 LUMENS, BLACK	1	\$110.00	\$110.00
R3-M-0691-BK-RH-CL-A0-B	Rapid Force Level 3 Duty Holster - Mid Ride Belt Slide - Sig P320 Full Size 9mm/.40 cal/M17/XFull, Sig P320 Compact/Carry 9 mm/.40 cal/M18/XCarry - Matte Black - Right Hand - Compact Light - No Axon - Bag Packaging	1	\$115.00	\$115.00
	Trade In			
P226	Sig Sauer P226 9mm w/Night Sights, 3mags, In Good Working Condition	1	\$375.00	\$375.00
P226	Sig Sauer P226 9mm w/Night Sights, 3mags, New in Box	1	\$500.00	\$500.00
P229	Sig Sauer P229 9mm w/Night Sights, 3mags, In Good Working Condition	1	\$375.00	\$375.00
	Smith & Wesson Airweight .38sps In Good Working Condition	1	\$250.00	\$250.00
TLR1HL	Streamlight TLR1 HL In Good Working Condition	1	\$50.00	\$50.00

Sig Sauer P226 18rnd Mags In Good Working Condition

1

\$15.00

\$15.00



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
Ph (614)471-0712

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
Ph (614)489-5025

Account Name	Jackson Police Department	Date	3/10/2025
Contact Name	Sgt. Sergio Garcia	Quote Number	00064805
Bill To	216 E. Washington Ave Jackson, Michigan 49201 United States	Prepared By	Shawn Herman
Phone	(517) 788-4100		
Email	sgarcia@cityofjackson.org		

Quantity	Product Family	Style Number	Description	Unit of Measure	Sales Price	Total Price
87.00	Sig Sauer	WM17-9-PRO-BLK-RM17	M17 9mm Pistol, 4.7" Barrel, Siglite Night Sight, Poly X-Grip, 2 - 21rd Magazines, 1 - 17rd Magazine, RomeoM17 Sight, Rail	Each	\$955.75	\$83,150.25
87.00	Sig Sauer	SOF2R100	Foxtrot2R Rechargeable Weapon Mounted Light	Each	\$105.00	\$9,135.00
87.00	Alien Gear	R3-M-0691-BK-RH-CL-A0-C	Rapid Force Level III Duty Holster for Sig M17 w/ Foxtrot2R Light, M17 Optic, Plain Black (specify RH/LH mix)	Each	\$122.50	\$10,657.50

Subtotal	\$102,942.75
Trade In Value	\$42,400.00
Shipping and Handling	\$0.00
Tax	\$0.00
Quote Grand Total	\$60,542.75

Trade In Notes

Qty: 78 - Sig P226R 9mm DA/SA w/ NS and [3] mags @ \$375.00 Each

Qty: 9 - Sig P226R 9mm DA/SA w/ NS, NEW IN BOX and [3] mags @ \$500.00 Each

Qty: 87 - Streamlight TLR-1HL @ \$50.00 Each

Qty: 4 - Sig P226R 9mm DA/DA w/ NS, NEW CONDITION (no box) @ \$475.00 Each

Qty: 4 - S&W Airweight 38SP Revolver @ \$225.00 Each

Qty: 4 - Sig P229R 9mm DA/SA w/ NS and [3] mags @ \$375.00 Each

RETURNED GOODS POLICY

Please note that returned goods must have prior authorization.

DEFECTIVE MERCHANDISE POLICY

Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

For Prompt resolution, please notify us immediately upon receiving your shipment if you encounter any shortages or damages.



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
Ph (614)471-0712

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
Ph (614)489-5025

Payment Details

Net 30 ☒
Credit Card ☐

Number of Days
Quote Valid

Quote Valid 30 Days

If Making Payment Via Credit Card, Please Call
614-471-0712

NOTE: CREDIT CARDS OVER \$1,000 INCUR A 3% SURCHARGE

RETURNED GOODS POLICY

Please note that returned goods must have
prior authorization.

DEFECTIVE MERCHANDISE POLICY

Returns of defective merchandise must be made
directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

For Prompt resolution, please notify us
immediately upon receiving your shipment if
you encounter any shortages or damages.



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Sale of City-Owned Property for Residential Development

Recommendation:

Approve the sale of City-owned properties located at 125 E Porter St (Parcel # 8-198200000), 214 E Porter St (Parcel # 8-196500000), 401 W North St (Parcel # 1-043200000), 315 W North St (Parcel # 1-042300000), 1111 Lansing Ave (Parcel # 1-065400000), 408 Northwood Ln (Parcel # 1-042100000), 1422 Cooper St (Parcel # 8-259800000), Hobart St (Parcel # 8-253100000), Hobart St (Parcel # 8-253000000), Hobart St (Parcel # 8-252900000) to AgriCon, LLC for \$3,000, approve the Purchase/Development Agreement and Quit Claim Deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of City-owned properties located at: 125 E Porter St, Jackson, MI 49202 (Parcel # 8-198200000), 214 E Porter St, Jackson, MI 49202 (Parcel # 8-196500000), 401 W North St, Jackson, MI 49202 (Parcel # 1-043200000), 315 W North St, Jackson, MI 49202 (Parcel # 1-042300000), 1111 Lansing Ave, Jackson, MI 49202 (Parcel # 1-065400000), 408 Northwood Ln, Jackson, MI 49202 (Parcel # 1-042100000), 1422 Cooper St, Jackson, MI 49202 (Parcel # 8-259800000), and Hobart St, Jackson, MI 49202 (Parcel # 8-253100000, 8-253000000, 8-252900000) To AgriCon, LLC for \$300 each, for the sum of \$3,000. Approval of the Purchase / Development Agreement, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: April 15, 2025

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

ISSUE STATEMENT

The City currently owns the following vacant lots. AgriCon, LLC would like to construct new single-family homes on these lots with construction scheduled to commence within six (6) months of the approval of the property sales. Each parcel will be sold for the sum of \$300.

ADDRESS: 125 E PORTER ST, Jackson, MI 49202
PARCEL ID: 8-198200000
DESCRIPTION: BEG AT A PT ON S LN OF PORTER ST 390.98 FT E OF E LN OF COOPER ST TH S 132 FT TH E 71.02 FT TH N 132 FT TO S LN OF PORTER ST TH W 71.02 FT TO BEG NW 1/4 SW 1/4 SEC 26 T2S R1W

ADDRESS: 214 E PORTER ST, Jackson, MI 49202
PARCEL ID: 8-196500000
DESCRIPTION: LOT 25 BLK 2 PORTER'S ADD

ADDRESS: 401 W NORTH ST, Jackson, MI 49202
PARCEL ID: 1-043200000
DESCRIPTION: LOT 25 DAVIS ADD

ADDRESS: 315 W NORTH ST, Jackson, MI 49202
PARCEL ID: 1-042300000
DESCRIPTION: LOTS 16 AND 23 DAVIS ADD

ADDRESS: 1111 LANSING AVE, Jackson, MI 49202
PARCEL ID: 1-065400000
DESCRIPTION: LOT 3 HILLSIDE SUB DIV

ADDRESS: 408 NORTHWOOD LN, Jackson, MI 49202
PARCEL ID: 1-042100000

DESCRIPTION: LOTS 14 & 15 DAVIS ADD

ADDRESS: 1422 Cooper St, Jackson, MI 49202

PARCEL ID: 8-259800000

DESCRIPTION: S 1/2 OF LAND COM AT SE COR OF BENNETT & GEORGE ADD TH
W 18 RDS TH S 8 RDS TH E 18 RDS TO COOPER ST TH N 8 RDS TO BEG NE 1/4
SE 1/4 SEC 27 T2S R1W

ADDRESS: HOBART ST, Jackson, MI 49202

PARCEL ID: 8-253100000

DESCRIPTION: LOT 10 COOPER STREET ADD

ADDRESS: HOBART ST, Jackson, MI 49202

PARCEL ID: 8-253000000

DESCRIPTION: LOT 9 COOPER STREET ADD

ADDRESS: HOBART ST, Jackson, MI 49202

PARCEL ID: 8-252900000

DESCRIPTION: LOT 8 COOPER STREET ADD

AgriCon, LLC has indicated that these homes will be owner and non-owner occupied, and construction shall commence within six (6) months of the approval of said property sale. The parcels will be sold for the total sum of \$3,000.

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

SOLUTION

City Council should approve the sale of said City-owned properties, for the construction of a new single-family homes.

FACILITATE IMPLEMENTATION

Approve the sale of City-owned properties located at 125 E Porter St, Jackson, MI 49202 (Parcel # 8-198200000), 214 E Porter St, Jackson, MI 49202 (Parcel # 8-196500000), 401 W

North St, Jackson, MI 49202 (Parcel # 1-043200000), 315 W North St, Jackson, MI 49202 (Parcel # 1-042300000), 1111 Lansing Ave, Jackson, MI 49202 (Parcel # 1-065400000), 408 Northwood Ln, Jackson, MI 49202 (Parcel # 1-042100000), 1422 Cooper St, Jackson, MI 49202 (Parcel # 8-259800000), And Hobart St, Jackson, MI 49202 (Parcel # 8-253100000, 8-253000000, 8-252900000) To AgriCon, LLC for \$300 each for the sum of \$3,000. Approve the Purchase/Development Agreement and Quit Claim Deed, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. Tony Bassett Parcel Purchase Agreement (draft) 2025
2. QC Deed for Tony Bassett Parcel (3.11.25)

**PROPERTY TRANSFER AND
DEVELOPMENT AGREEMENT**

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

WITNESSETH:

WHEREAS, Developer seeks to acquire Ten (10) vacant parcels owned by the City for the purpose of building single family homes;

WHEREAS, the Ten (10) vacant parcels is located on (collectively referred to as the "Property"), of which is more particularly described as:

Parcel 1

COMMENCING AT BEG AT A PT ON S LN OF PORTER ST 390.98 FT E OF E LN OF COOPER ST TH S 132 FT TH E 71.02 FT TH N 132 FT TO S LN OF PORTER ST TH W 71.02 FT TO BEG NW 1/4 SW 1/4 SEC 26 T2S R1W
Commonly known as: 125 E Porter, Jackson, MI 49202
Tax identification no: 8-198200000

Parcel 2

COMMENCING AT LOT 25 BLK 2 PORTER'S ADD
Commonly known as: 214 E Porter Jackson, MI 49202
Tax identification no: 8-196500000

Parcel 3

COMMENCING AT LOT 25 DAVIS ADD
Commonly known as: 401 W. North St, Jackson, MI 49202
Tax identification no: 1-043200000

Parcel 4

COMMENCING AT LOTS 16 AND 23 DAVIS ADD
Commonly known as: 315 W. North St. Jackson
Tax identification no: 1-042300000

Parcel 5

COMMENCING AT LOT 3 HILLSIDE SUB DIV
Commonly known as: 1111 Lansing Ave. Jackson, MI 49202
Tax identification no: 1-065400000

Parcel 6
COMMENCING AT LOTS 14 & 15 DAVIS ADD
Commonly known as: 408 Northwood Ln. Jackson, MI 49202
Tax identification no: 1-042100000

Parcel 7
COMMENCING AT S 1/2 OF LAND COM AT SE COR OF BENNETT & GEORGE ADD TH W
18 RDS TH S 8 RDS TH E 18 RDS TO COOPER ST TH N 8 RDS TO BEG NE 1/4 SE 1/4 SEC
27 T2S R1W
Commonly known as: 1422 Cooper St. Jackson, MI 49202
Tax identification no: 8-259800000

Parcel 8
COMMENCING AT LOT 10 COOPER STREET ADD
Commonly known as: Hobart St
Tax identification no: 8-253100000

Parcel 9
COMMENCING AT LOT 9 COOPER STREET ADD
Commonly known as: Hobart St
Tax identification no: 8-253000000

Parcel 10
COMMENCING AT LOT 8 COOPER STREET ADD
Commonly known as: Hobart St
Tax identification no: 8-252900000

WHEREAS, the parties desire to ensure that the construction of Ten (10) single a family homes will take place, and set forth the terms of this Agreement.

WHEREAS, Developer will abide by the terms set forth in this agreement and pay the City, THREE THOUSAND DOLLARS and 00/100 (\$3,000.00) for the Properties in consideration for the City transferring ownership of the Properties to Developer; and

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

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

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

1. **RECITALS.** The foregoing recitals are incorporated in and form a part of this Agreement.

2. TRANSFER OF PROPERTY. City agrees to sell and Developer agrees to purchase the Properties subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Properties may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Properties to Developer by quit claim deed.

3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.

4. POSSESSION. Developer shall be entitled to possession of the Properties upon the close of the sale.

5. CONDITION OF THE PROPERTY. Developer acknowledges and agrees that the Properties are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Properties. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.

6. DEVELOPMENT CRITERIA.

A. CODE COMPLIANCE. If and when Developer obtains title, it will construct Ten (10) single family homes in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.

B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.

C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct the Ten (10) single-family structures on the Properties.

D. SPECIFIC DEVELOPMENT CRITERIA.

i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts, signed, all

construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Properties has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Properties.

- ii. Developer must comply with the following if and when Developer obtains title to the Properties:
 - a). Commencement of Development must occur within six (6) months from the date of execution of this Agreement;
 - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
 - c). Completion of Development for the Properties must occur within twelve (12) months from the date of execution of this Agreement;
- iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Properties prior to transfer of deed.
- iv. Should another interested party desire to purchase and develop the agreed-upon lots contained and referenced in this agreement (per a written request submitted to the City and/or Developer), beginning six (6) months after the execution of this agreement, Developer shall have thirty (30) days to exercise its right-of-first-refusal and either:
 - a). Commence construction on the lot(s) in question, or;
 - b). Transfer ownership of said lot(s) to the City of Jackson through a quit claim deed

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

more times, the Properties shall revert back to the City; Or

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2025.

THE CITY OF JACKSON

By _____
Jonathan Greene
City Manager

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2025, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

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

DEVELOPER

AgriCon LLC,
a Michigan Limited Liability Company

By: Anthony Bassett
Its: Owner

STATE OF MICHIGAN)
)SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2025, by Anthony Bassett, Owner of AgriCon LLC., a Michigan Limited Liability Company on behalf of the company.

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

QUIT CLAIM DEED

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

Parcel 1

COMMENCING AT BEG AT A PT ON S LN OF PORTER ST 390.98 FT E OF E LN OF COOPER ST TH S 132 FT TH E 71.02 FT TH N 132 FT TO S LN OF PORTER ST TH W 71.02 FT TO BEG NW 1/4 SW 1/4 SEC 26 T2S R1W

Commonly known as: 125 E Porter, Jackson, MI 49202

Tax identification no: 8-198200000

Parcel 2

COMMENCING AT LOT 25 BLK 2 PORTER'S ADD

Commonly known as: 214 E Porter Jackson, MI 49202

Tax identification no: 8-196500000

Parcel 3

COMMENCING AT LOT 25 DAVIS ADD

Commonly known as: 401 W. North St, Jackson, MI 49202

Tax identification no: 1-043200000

Parcel 4

COMMENCING AT LOTS 16 AND 23 DAVIS ADD

Commonly known as: 315 W. North St. Jackson

Tax identification no: 1-042300000

Parcel 5

COMMENCING AT LOT 3 HILLSIDE SUB DIV

Commonly known as: 1111 Lansing Ave. Jackson, MI 49202

Tax identification no: 1-065400000

Parcel 6

COMMENCING AT LOTS 14 & 15 DAVIS ADD

Commonly known as: 408 Northwood Ln. Jackson, MI 49202

Tax identification no: 1-042100000

Parcel 7

COMMENCING AT S 1/2 OF LAND COM AT SE COR OF BENNETT & GEORGE ADD TH W 18 RDS TH S 8 RDS TH E 18 RDS TO COOPER ST TH N 8 RDS TO BEG NE 1/4 SE 1/4 SEC 27 T2S R1W

Commonly known as: 1422 Cooper St. Jackson, MI 49202

Tax identification no: 8-259800000

Parcel 8

COMMENCING AT LOT 10 COOPER STREET ADD

Commonly known as: Hobart St

Tax identification no: 8-253100000

Parcel 9

COMMENCING AT LOT 9 COOPER STREET ADD

Commonly known as: Hobart St

Tax identification no: 8-253000000

Parcel 10

COMMENCING AT LOT 8 COOPER STREET ADD

Commonly known as: Hobart St

Tax identification no: 8-252900000

For the sum of THREE THOUSAND and 00/100 Dollars (\$3,000.00), subject to all easements, reservations and building and use restrictions of record and subject to the lien of taxes not yet due and payable.

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

Dated this _____ day of _____, 2025.

SIGNED BY: **THE CITY OF JACKSON**

By: JONATHAN GREENE
Its: City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was subscribed and sworn to before me this _____day of _____, 2025, by JONATHAN GREENE, City of Jackson

Notary Public
_____, County, _____
My commission expires: _____
Acting in _____ County, ____

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



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Approve the renewal of the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC

Recommendation:

Staff recommends the renewal of the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC. Elysian Landscape & Flatwork LLC successfully performed services for this contract in 2024.

Renew the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC. This would be their first renewal (2nd year of current contract). Elysian Landscape & Flatwork LLC successfully performed services for this contract in 2024. Your consideration is appreciated in this matter.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: April 15, 2025

RECOMMENDATION: Renew the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC.

ISSUE STATEMENT

Schedule and implement the ongoing maintenance of city owned property throughout the city for the duration of the 2025 mowing season. The City of Jackson issued requests for bids in 2024 for the mowing maintenance of City Owned Lots, Part A & Part B along with Grounds Maintenance (trunk lines, islands, parkways, dead ends & right of ways, etc.). Elysian Landscape & Flatwork LLC was awarded the contract in 2024.

DESCRIBE THE CONSEQUENCES

The maintenance of city owned property throughout the City of Jackson is critical in maintaining the appearance, controlling blight and attributing to the safety of the community. For the City of Jackson to enforce the private property mowing ordinance, it is imperative that the City maintain the City Owned Property on a regularly scheduled basis.

OWNERSHIP

Public Works has had the responsibility for the contracted maintenance of City Owned Lots and Grounds Maintenance Property since 2013. A contractor has been utilized for City Owned Lots since 2013 and for the Grounds Maintenance since 2017. Public Works employees maintained the Grounds Maintenance Properties up until 2017.

SOLUTION

The objective is to work directly with the lowest bidding, qualified contractor to facilitate the scheduled maintenance for the duration of the growing season of the City Owned Properties Part A, Part B and Grounds Maintenance. This contract does have the potential if all parties are satisfied for three 1-year renewals which could result in a 4-year contract. An extended contract provides a continued relationship with a contractor familiar with the scope of work and the deadlines involved, which results in efficiency and customer satisfaction. This mowing work is included in the annual budget. \$195,433.70 was paid to Elysian Landscape & Flatwork LLC for

the entire 2024 mowing season for the 3 contracts.

FACILITATE IMPLEMENTATION

Renew the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC as they were awarded the contract in 2024

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 15, 2025

SUBJECT: Approve the renewal of the Private Lot Mowing Contract with INK Contracting LLC

Recommendation:

Staff recommends the renewal of the Private Lot Mowing Contract with INK Contracting LLC. INK Contracting LLC successfully performed services for this contract in 2024.

Renew the Private Lot Mowing Contract with INK Contracting LLC. This would be their first renewal (2nd year of current contract). INK Contracting LLC successfully performed services for this contract in 2024. Your consideration is appreciated in this matter.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: April 15, 2025

RECOMMENDATION: Renew the Private Lot Mowing Contract with INK Contracting LLC.

ISSUE STATEMENT

Schedule and implement the as-needed mowing of Private Lots for the duration of the 2025 mowing season in accordance with the Noxious Weed Ordinance Section 26-75 and Section 26-77. The City of Jackson issued requests for bids for the mowing of Private Lots within the city in 2024. INK Contracting LLC was awarded the contract in 2024.

DESCRIBE THE CONSEQUENCES

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

OWNERSHIP

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

SOLUTION

The objective is to work directly with the lowest bidding, qualified contractor to facilitate and enforce the noxious weed ordinance when necessary. This contract does have the potential if all parties are satisfied for three 1-year renewals which could result in a 4-year contract. An extended contract provides a continued relationship with a contractor familiar with the scope of work and the deadlines involved, which results in efficiency and customer satisfaction. This project is included in the annual budget, and all work performed is charged back to the property owners. \$68,534.59 was paid to INK Contracting LLC for the 2024 mowing season for this contract.

FACILITATE IMPLEMENTATION

Renew the Private Lot Mowing contract with INK Contracting LLC as they were awarded the contract in 2024.

ATTACHMENTS

None



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 15, 2025
SUBJECT: Sale of City-owned property located at 418 N. Jackson Street

Recommendation:

Approve the sale of City-owned property located at 418 N. Jackson Street (parcel # 1-0155.0100) to Jackson County Ambulance, Inc. for \$100,000, approve the purchase agreement and related documents, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

Approve the sale of City-owned property located at 418 N. Jackson Street to Jackson County Ambulance, Inc.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the sale of City-owned property located at 418 N. Jackson Street (parcel # 1-0155.0100) to Jackson County Ambulance, Inc. for \$100,000, approve the purchase agreement and related documents, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Shane LaPorte, Director of Community Development
DATE: April 15, 2025

RECOMMENDATION: Approve the sale of City-owned property located at 418 N. Jackson Street to Jackson County Ambulance, Inc.

ISSUE STATEMENT

The City of Jackson acquired 418 N. Jackson Street in 1989, using funds from the Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program. It currently contains a parking lot and small utility building. The City has received an offer from Jackson County Ambulance, Inc. to purchase the property for \$100,000. Per the regulations established in 24 CFR 570.505, any change of use in the current property requires the City to receive Citizen comments regarding that change and subsequent sale. A public hearing was held at the March 11th City Council meeting, at which time no objections were received regarding the sale of this property. Per HUD regulations, the proceeds from this sale must be considered CDBG program income, and would be reinvested into CDBG programs. Jackson County Ambulance, Inc. plans to renovate the parking lot and building on this property, which would include streetscape beautification per City of Jackson ordinance requirements.

DESCRIBE THE CONSEQUENCES

Failure to approve the sale of this property would result in lost revenue for the City of Jackson. Funds received from the sale of said property must be considered as CDBG “program income” for the City of Jackson, and failure to approve sale would result in a missed opportunity to enhance existing CDBG programs due to this potential additional revenue.

OWNERSHIP

Staff in the City’s Community Development Department are responsible for all aspects of the public hearing, sale, and future use of program income related to this potential sale.

SOLUTION

City Council should approve the sale of 418 N. Jackson Street to Jackson County Ambulance, Inc.

FACILITATE IMPLEMENTATION

Approve the sale of City-owned property located at 418 N. Jackson Street (parcel # 1-0155.0100) to Jackson County Ambulance, Inc. for \$100,000, approve the purchase agreement and related documents, authorize the City Manager and City Attorney to make minor modifications as needed, and authorize the City Manager and City Attorney to execute the appropriate documents necessary to complete the transaction.

ATTACHMENTS

1. 418 M. Jackson Purchase Docs (2025) REVISED

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

THIS ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT (this “Addendum”) is made and entered into as of _____, 2025, by and between City of Jackson, a political subdivision of the State of Michigan (“Seller”), and Jackson Community Ambulance, Inc., a Michigan non-profit corporation (“Purchaser”).

Recitals

WHEREAS, Purchaser and Seller are entering into a Commercial Purchase Agreement dated of even date herewith (the “Agreement”), for the acquisition of certain real property located at 418 N. Jackson St., Jackson, Jackson County, Michigan, as more particularly described in the Agreement and defined therein as the “Real Property”. Purchaser and Seller desire to amend the Agreement upon the terms and provisions set forth in this Addendum.

NOW, THEREFORE, in consideration of the purchase price to be paid for the Property, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, notwithstanding any term of the Agreement to the contrary, Purchaser and Seller agree as follows:

1. Earnest Money. The last sentence of Section 4 of the Agreement is amended and restated in its entirety to read as follows:

“The Deposit shall be applied to the Purchase Price at Closing if the transaction is consummated or delivered to Purchaser or Seller, as the circumstances warrant, under the terms of this Agreement.”

2. Inspection Period. Notwithstanding anything to the contrary in Section 5 of the Agreement, Purchaser shall not be responsible for the mere discovery or pre-existing conditions whether physical, environmental or otherwise, and has no obligation to indemnify Seller against such pre-existing conditions.”

3. Objections to Title and Survey. Section 6(b) of the Agreement is hereby amended and restated to read in its entirety as follows:

“Objections to Title and Survey. If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) (“Objection Notice”) before expiration of the Inspection Period, then Seller shall have 10 days from the date Seller receives the Objection Notice (the “Cure Period”) to either: (i) remedy the title and survey defects described in Purchaser’s Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser that Seller is unable or unwilling to remedy the defects (and any failure to notify Purchaser within the Cure Period shall constitute Seller’s election not to remedy any such defects), in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller (or the expiration of the Cure Period if no notice is delivered by Seller), either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser’s title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser’s other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment to which Purchaser has not objected or to which Purchaser’s objections are deemed waived shall be deemed “Permitted Exceptions”; provided, that in no event shall the so-called “gap” or “standard” exceptions be deemed to be “Permitted Exceptions” and Seller must cause the Title Company to delete or insure over all such “gap” and “standard” exceptions.”

4. Environmental Diligence.

(a) The third sentence of Section 7(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

“If Purchaser and Seller are unable to agree within 10 days, then Purchaser may, upon written notice to Seller, terminate the Agreement, in which event the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination).”

(b) Notwithstanding the terms of Section 7(b) of the Agreement, Purchaser shall not be responsible for the mere discovery of pre-existing environmental conditions discovered by Purchaser during Purchaser’s inspections of the Property.”

5. Defaults. Notwithstanding anything to the contrary in the Agreement, neither Seller nor Purchaser shall be entitled to exercise their remedies for a default as set forth in Section 25 of the Agreement until the non-defaulting party has first provided the defaulting party with written notice of such default and a five (5) day period in which to cure such default.

6. Assignment. Notwithstanding anything to the contrary in Section 30 of the Agreement, Purchaser shall have the right to assign its interest in the Agreement, without Seller’s consent, to an entity controlled by, under control of, or under common control with, Purchaser.

7. Contact with Third Parties. Section 31 of the Agreement is deleted in its entirety and replaced with the following:

“In consideration of the significant time and expense to be devoted by Purchaser with respect to its potential acquisition of the Property, Seller agrees that, during the term of this Agreement, it will negotiate exclusively with Purchaser concerning a potential sale of the Property and will not market the Property for sale and it has not and will not enter into any agreement to sell the Property to any party other than Purchaser. If the Seller breaches its obligations under this Section 31, Purchaser shall have the right to damages and, at Purchaser’s election, injunctive or other equitable relief.

8. Confidentiality. Notwithstanding anything to the contrary in the Agreement and further subject to Michigan’s Open Meetings Act and Freedom of Information Act, the confidentiality provisions contained in Section 35 shall survive the termination of the Agreement for a period of six (6) months, but shall not survive the Closing.

9. Other Provisions. The following is hereby added to Section 38 of the Agreement:

“4. Purchaser’s acquisition of the Property is contingent upon the approval of the Purchaser’s and Emergent Health Partners’ Board of Trustees. In the event Purchaser’s acquisition of the Property is not approved by the Purchaser’s or Emergent Health Partners’ Board of Trustees, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller, the Deposit shall be returned to Purchaser and the parties shall be relieved of all obligations thereunder, except to the extent such obligations expressly survive the termination of the Agreement.”

10. Miscellaneous. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and may be executed and transmitted via electronic or facsimile delivery, which shall be relied upon as an original. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. In all other respects, except as modified by this Addendum, the parties ratify and affirm the terms of the Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

*[Rest of page intentionally blank;
Signature page follows]*

[SIGNATURE PAGE TO ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

SELLER:

CITY OF JACKSON,
a political subdivision of the State of Michigan

By: _____
Name: _____
Its: _____

PURCHASER:

JACKSON COMMUNITY AMBULANCE, INC.,
a Michigan non-profit corporation

By: _____
Name: _____
Its: _____

DISCLAIMER

These forms are not intended to be a substitute for the legal advice of competent counsel. The user has the responsibility to determine whether the forms are appropriate or effective in a particular situation. The user should make certain that the form complies with current law, both state and federal. The authors and its employees disclaim any liability arising from the use of the forms. Any user and signor of the form waives and releases all possible claims against the authors and its employees.

Seller(s) Initials:

Buyer(s) Initials:

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 14th day of February, 2025, ("Effective Date") by and between City of Jackson, a Municipality [entity type and state organized] ("Seller"), whose address is 161 W Michigan Ave, Jackson [municipality], Michigan, 49201 [zip], and Jackson Community Ambulance, Inc, a Corporation [entity type and state organized], ("Purchaser"), whose address is [municipality], [State], [zip code], in the manner following:

- 1. PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the property located in the ☒ City or ☐ Township or ☐ Village of Jackson, County of Jackson, Michigan, commonly known as 418 N Jackson St, tax parcel identification number(s) 1-0155.0100 and further described as: LOT 1 & S 1/2 OF LOT 2, B5N R1W BLACKMAN'S ADD SPLIT ON 02/24/2021 FROM 1-015500000, ☐ see attached legal description as **Exhibit A**; together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property").

Place an "X" in the appropriate box(es) below:

- ☐ Check here if sale includes any equipment or personal property and attach list as **Exhibit** _____. A bill of sale will be executed at closing.
- ☐ Check here if sale includes any tenant leases and attach list and current rent roll as **Exhibit** _____. An assignment of leases will be executed at closing.
- ☐ Check here if sale includes any licenses, permits or other intangible property and attach list as **Exhibit** _____. An assignment will be executed at closing.

The Real Property, together with any of the foregoing are collectively the "Property".

- 2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

Seller(s) Initials:

Buyer(s) Initials:

3. PAYMENT OF PURCHASE PRICE. The purchase price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

☒ **Cash.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

☐ **New Mortgage.** Purchaser shall obtain a mortgage from a financial institution to help finance the purchase and pay Seller at Closing the full Purchase Price, including any adjustments and/or prorations contained herein.

☐ **Land Contract.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at Closing pursuant to a mutually acceptable Land Contract. The Land Contract shall provide for a down payment of \$_____ at closing and payment of the balance of \$_____ in monthly installments of \$_____, or more, at Purchaser's option, including interest at the rate of _____ percent (____%) per annum, amortized over _____ (____) years, with interest to start on the closing date. A final "balloon payment" consisting of the entire unpaid principal balance and all accrued and unpaid interest will become due and payable _____ (____) months after closing.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with American Title, Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of Ten Thousand (\$10,000.00) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; retained by Seller; or applied to the Purchase Price at Closing.

5. DUE DILIGENCE CONTINGENCY. Purchaser shall have 45 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items (place an "X" next to all that apply):

☐ Purchaser's ability to obtain acceptable financing from a financial institution of its choice.

☐ Purchaser's physical inspection of all aspects of the Property which shall include but not be limited to: plumbing, electrical and HVAC systems, roof and any other portions of the Property.

Seller(s) Initials:

Buyer(s) Initials:

Due Diligence Contingency Continued:

- ☒ Purchaser's satisfaction with the results of an environmental site assessment.
- ☒ Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.
- ☒ Purchaser's satisfaction that the Property is properly zoned or can be rezoned to permit Purchaser's proposed development and use.
- ☐ Purchaser receiving preliminary site plan approval.
- ☒ Purchaser obtaining a survey of the Property ("Survey").
- ☐ Purchaser receiving and approving all leases and obtaining a satisfactory estoppel certificate from each tenant.
- ☒ Purchaser conducting any other due diligence desired by Purchaser.
- ☐ Purchaser obtaining any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults). Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property.

Seller(s) Initials:

Buyer(s) Initials:

6. TITLE INSURANCE.

- a. **Title Insurance:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by ☐ Seller or ☒ Purchaser. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Title Policy of Title Insurance, ☐ with Standard Exceptions; or ☒ without Standard Exceptions (the "Title Commitment"), from the Title Company and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked-up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements.
- b. **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") before expiration of the Inspection Period, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions".

7. ENVIRONMENTAL.

- a. **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property.

Seller(s) Initials: Buyer(s) Initials:

Environmental continued:

- b. **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. If any Phase II subsurface investigation is required or recommended, Purchaser and Seller shall attempt to agree upon the nature and extent of any Phase II activities and which party shall bear the cost. If Purchaser and Seller are unable to agree within 10 days, then either party may, upon notice to the other, terminate the Agreement, in which even the Deposit shall be refunded to Purchaser and neither party shall have any further liability thereunder (except for those obligations which, by their terms, survive termination). Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived; provided, however, in no event shall Closing occur later than 05/01/2025 (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed conveying good and marketable fee simple title to the Property, subject to the Permitted Exceptions, and the lien of real estate taxes not yet due and payable, along with the Seller's right to make any land divisions of the Property permitted to the Seller, under the Michigan Land Division Act, MCL 560.101 et seq. Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing,

Buyer shall pay the base owner's title insurance policy premium, any state or county real estate transfer taxes. Seller shall pay any other outstanding obligations which, if unpaid, may become a lien against the Property. Buyer shall pay all Title Company fees and expenses. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. , _____

Seller(s) Initials:

Buyer(s) Initials:

9. **TAXES.** Taxes will be prorated based on a 30-day month, 360-day year, as follows:

☐ Taxes will be prorated as if **paid in advance**, based on the due date of the taxing authority. (Commonly used in Washtenaw, Lenawee, Livingston, Wayne, and Oakland Counties and parts of Monroe County)

☐ Taxes will be prorated as if **paid in arrears**, based on the calendar year of the taxing authority. (Commonly used in Jackson and Ingham Counties and parts of Monroe County)

☒ **No tax proration** will be paid. Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing.

If any bills for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any. If taxes are unallocated as to the parcel being sold, Allocation to be determined prior to close. **Buyer should not assume that buyer's future tax bills on the property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.**

10. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

- a. **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary to appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- b. **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- c. **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgement of any nature by which Seller or the Property is bound.

Seller(s) Initials:

Buyer(s) Initials:

Seller's Warranties, Representations and Covenants continued:

- d. **Litigation.** There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- e. **No Violations.** To the best of Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, **municipal**, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- f. **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations **promulgated** pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.
- g. **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

11. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.

- a. **Authority Purchaser:** (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

Seller(s) Initials:

Buyer(s) Initials:

Purchaser's Warranties, Representations and Covenants continued:

- b. Conflicts. The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

- 12. DAMAGE TO PROPERTY.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.
- 13. AS IS.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law.
- 14. SELLER'S CLOSING OBLIGATIONS.** At Closing, Seller shall execute and deliver the Warranty Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.
- 15. PURCHASER'S CLOSING OBLIGATIONS.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

Seller(s) Initials:

Buyer(s) Initials:

- 16. SECTION 1031 TAX-DEFERRED EXCHANGES.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.
- 17. NOTICES.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS, or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

☒ **If to Purchaser:**

Name: Mike Kanser
Address: 125 E. Michigan Ave.
Address: Jackson, MI 49201
Telephone: 517-416-6570
Email: mike.kanser@gmail.com

With copy to:

Name: Ronald Slagell
Address: _____
Address: _____
Telephone: _____
Email: rslagell@emergenthealth.org

☒ **If to Seller:**

Name: Phil Morgan
Address: 125 E. Michigan Ave.
Address: Jackson, MI 49201
Telephone: 517-204-4385
Email: phil@erareardon.com

With copy to:

Name: Matt Hagerty
Address: _____
Address: _____
Telephone: 517-990-6282
Email: mhagerty@cityofjackson.org

- 18. ADDITIONAL ACTS.** Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary or appropriate to effectuate the transfers contemplated by this Agreement.

Seller(s) Initials:

Buyer(s) Initials:

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations have been merged into this Agreement.
20. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws and principles.
21. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.
22. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments countersigned by the opposing party.
23. **BROKERAGE FEE.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Mike Kanser and is acting as: ☒ an agent of the Purchaser; or ☐ an agent of the Seller; or ☐ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is Phil Morgan and is acting as: ☒ an agent of the Seller; or ☐ an agent of the Purchaser; or ☐ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller.

Buyer agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Buyer agrees to pay a brokerage fee equivalent to \$ 5% of purchase price promptly at and subject only to closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement. The parties are hereby, and by closing shall be deemed to, waive and release any and all claims and causes of action against all named brokers, their officers, directors, managers, members, employees and agents. The parties each hereby grant all named brokers the right to record a lien against the Property to secure payment of their commission including, without limitation, the right to record a lien under Michigan's Commercial Real Estate Broker Lien Act. All named brokers are third party beneficiaries of this Agreement.

Buyer Agrees to pay ERA Reardon Realty a transaction fee of \$700 at the close of sale.

Seller(s) Initials:

Buyer(s) Initials:

24. BROKER ENVIRONMENTAL DISCLAIMER. The Purchaser and Seller agree that each broker and real estate agent has fully disclosed any knowledge that such broker and/or real estate agent has concerning possible toxic or hazardous material or substances or other adverse environmental conditions on or about the Property and the Purchaser acknowledges that Purchaser shall be given the opportunity to make a competent environmental inspection, and the Purchaser and Seller each do hereby release each broker and real estate agent from any liability concerning toxic and hazardous material or substance or other adverse environmental conditions on or about the Property. The Purchaser and Seller each hereby expressly waive any claim whatsoever against each broker and real estate agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

25. DEFAULT.

- a. **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.
- b. **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall as its sole and exclusive remedy retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this agreement.

26. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

27. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

Seller(s) Initials:

Buyer(s) Initials:

- 28. FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.
- 29. SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.
- 30. SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.
- 31. CONTACT WITH THIRD PARTIES.** During the pendency of this Agreement, Seller may discuss with, or receive the submission of written back up offers or letters of intent from a third party or entity relating to the purchase of the Property. Seller shall promptly notify Purchaser in the event Seller should receive a written offer or letter of intent, and Seller shall advise any such third party or entity of the existence and priority of this Agreement.
- 32. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties upon full and complete execution and delivery of this Agreement. No prior verbal or written Agreement shall survive the execution of this Agreement.
- 33. RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.
- 34. NO RECORDING.** Neither this Agreement nor a memorandum hereof shall be recorded by either party or any of their representatives.
- 35. CONFIDENTIALITY.** Subject to all other terms of this Agreement, each party agrees to maintain this Agreement, the information in this Agreement and all information delivered pursuant to this Agreement, as confidential, and each will not disclose any such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's lender, accountant, real estate broker, salesperson, or agent, to other professional advisors or agents of the party, provided the recipients of such information agree to keep such information confidential, and as required by law or legal process.

Seller(s) Initials:

Buyer(s) Initials:

36. COUNTERPARTS; ELECTRONIC TRANSMISSIONS. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

37. OFFER. This agreement constitutes an offer by Purchaser to Purchase the Property. The offer shall remain valid until 5:00 :00 pm. on 02/17/2025 and shall be deemed revoked if not accepted by Seller before such time and date.

38. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

1. Subject to Honigman LLP and Jackson City Attorney review.

2. Subject to the approval of Jackson City Council.

2 Buyer to pay all closing costs and fees, including but not limited to: commission, Title Insurance, ERA Transaction Fee, American Title Transaction Fee, Deed Preparation and Recording Fees.

3. No Tax Proration to apply.

39. ADVICE OF COUNSEL. All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

Seller(s) Initials:

Buyer(s) Initials:

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:**Witnesses:**By: Its: By: Its: **Seller's Acceptance:**

Seller accepts this Agreement on this _____ day of _____, 20____, at _____ ☐AM ☐PM

☐ With the following conditions:

☐ or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of this Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20____, at _____ ☐AM ☐PM to provide its written acceptance of the counter conditions stated herein.

For Seller:**Witnesses:**By: Its: By: Its: **Purchaser's Acknowledgement of Seller's Acceptance:**

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchaser's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Purchaser has accepted this Agreement on this _____ day of _____, 20____, at _____ ☐AM ☐PM

For Purchaser:**Witnesses:**By: Its: By: Its:

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference:

Exhibit Name	Exhibit Description	Provided by (Purchaser or Seller)	Attached by (Date)
Exhibit A	GIS Parcel Report	Seller	02/14/2025
Exhibit B	BSA Property Information	Seller	02/14/2025
Exhibit C	BSA Taxes	Seller	02/14/2025
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

Seller(s) Initials:

Buyer(s) Initials:



Owner Name CITY OF JACKSON
Owner Address 161 W MICHIGAN AVE
 JACKSON, MI 49201
Homestead 0
Parcel Address 418 N JACKSON ST
 JACKSON, MI 49201
Property Class 201 - COMMERCIAL
Status Active
Acreage 0
Gov't Unit City of Jackson
Tax Unit City of Jackson
School District JACKSON PUBLIC SCHOOL
Liber/Page

	2022	2023	2024
Taxable Value	\$24,381	\$25,600	\$26,880
Assessed Value	\$33,300	\$40,100	\$46,900

Tax Description:



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description.
 The intent of this map is to allow easy access and visual display of government information and services.
 Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.



This parcel data last updated: February 11, 2025

418 N JACKSON ST JACKSON, MI 49201 (Property Address)

Parcel Number: 1-0155.0100



Item 1 of 2

6 Images / 1 Sketch

Property Owner: CITY OF JACKSON

Summary Information

> Commercial/Industrial Building Summary

- Yr Built: 1970
- # of Buildings: 1
- Total Sq Ft: 1,032

> Property Tax information found

> Assessed Value: \$46,900 | Taxable Value: \$26,880

> Building Department information found

Owner and Taxpayer Information

Owner	CITY OF JACKSON ATTN: COMMUNITY DEVELOPMENT 161 W MICHIGAN AVE JACKSON, MI 49201	Taxpayer	SEE OWNER INFORMATION
-------	--	----------	-----------------------

General Information for Tax Year 2024

Property Class	201 COMMERCIAL- IMPROVED	Unit	50 UNIT '50' JACKSON
School District	JACKSON PUBLIC SCHOOLS	Assessed Value	\$46,900
MAP #	Not Available	Taxable Value	\$26,880
WARD	Not Available	State Equalized Value	\$46,900
PERMITS	Not Available	Date of Last Name Change	Not Available
MISC	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
20%-TEN LTR-PP	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2024	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$40,100	\$40,100	\$25,600
2022	\$33,300	\$33,300	\$24,381
2021	\$34,600	\$34,600	\$23,603

Land Information

Zoning Code	C-4	Total Acres	0.300
Land Value	\$24,600	Land Improvements	\$4,038
Renaissance Zone	No	Renaissance Zone Expiration	No Data to Display
ECF Neighborhood	Not Available	Date	No Data to Display
Lot Dimensions/Comments	Not Available	Mortgage Code	No Data to Display
		Neighborhood Enterprise	No
		Zone	

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

LOT 1 & S 1/2 OF LOT 2, BSN R1W BLACKMAN'S ADD SPLIT ON 02/24/2021 FROM 1-015500000

By continuing to use this website you agree to the [BS&A Online Terms of Use](#)

 Date Form Filed No Data to Display of Splits Left 0
 Unallocated Div.s of Parent 0

Date Created	02/24/2021	Unallocated Div.s Transferred	0
Acreage of Parent	0.42	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Libor Page
No sales history found.						

Building Information - 1032 sq ft (Commercial)

Floor Area	1,032 sq ft	Estimated TCV	Not Available
Occupancy	Not Available	Class	C
Stories Above Ground	1	Average Story Height	12 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1970	Year Remodeled	No Data to Display
Percent Complete	100%	Heat	Package Heating & Cooling
Physical Percent Good	43%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	52 yrs

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2025 [BS&A Software, Inc.](#)



By continuing to use this website you agree to the [BS&A Online Terms of Use](#)

Agree

418 N JACKSON ST JACKSON, MI 49201 (Property Address)

Parcel Number: 1-0155-0100



Item 1 of 2

6 Images / 1 Sketch

Property Owner: CITY OF JACKSON**Summary Information**

> Commercial/Industrial Building Summary

- Yr Built: 1970 - # of Buildings: 1
 - Total Sq Ft: 1,032

> Property Tax information found

> Assessed Value: \$46,900 | Taxable Value: \$26,880

> Building Department information found

Owner and Taxpayer Information**Owner**

CITY OF JACKSON
 ATTN: COMMUNITY
 DEVELOPMENT
 161 W MICHIGAN AVE
 JACKSON, MI 49201

Taxpayer

SEE OWNER
 INFORMATION

Amount Due

Current Taxes: **\$1,747.81**
[Pay Now](#)

Legal Description

LOT 1 & S 1/2 OF LOT 2, BSN R1W BLACKMAN'S ADD SPLIT ON 02/24/2021 FROM 1-015500000

Other Information**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$248.79	\$248.79	12/18/2024	\$0.00
2024	Summer	\$1,747.81	\$0.00		\$1,747.81 Pay Now
2023	Winter	\$236.95	\$236.95	02/29/2024	\$0.00
2023	Summer	\$1,582.23	\$1,582.23	07/28/2023	\$0.00
2022	Winter	\$225.77	\$225.77	01/09/2023	\$0.00
2022	Summer	\$1,509.15	\$1,509.15	07/26/2022	\$0.00

Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2025 BS&A Software, Inc.

By continuing to use this website you agree to the [BS&A Online Terms of Use](#)**Agree**



Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 569.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
- The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - The performance of the terms of the service provision agreement.
 - Loyalty to the interest of the client.
 - Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
- When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement.
 - Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
 - Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- ☐ Seller's Agent
 ☐ Seller's Agent - Limited Service Agreement
☐ Buyer's Agent
 ☐ Buyer's Agent - Limited Service Agreement
☒ Dual Agent
☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
☐ None of the Above

Affiliated Licensee Disclosure (check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
☒ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee: Date:
 Licensee: Date:

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

☒ ☐
 Potential Buyer / Seller (circle one) Date:
☐ ☐
 Potential Buyer / Seller (circle one) Date:

