



AGENDA - CITY COUNCIL

Tuesday, April 29, 2025

6:30 PM

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

- A. Invocation to be given by Second Ward Councilmember and Vice Mayor Freddie Dancy

3. ROLL CALL.

4. ADOPTION OF AGENDA.

5. PRESENTATIONS/PROCLAMATIONS.

- A. A Proclamation recognizing May 4, 2025 as National Firefighters Day in the City of Jackson
- B. Drinking Water State Revolving Fund (DWSRF) Fiscal Year 2026 Water System Improvements Project Plan Presentation from Fishbeck

Allow the presentation by Fishbeck for your consideration to pursue the Drinking Water State Revolving Fund for lead service line replacements, water main replacements, and capital improvement projects at the Water Treatment Plant.

6. PUBLIC HEARINGS.

- A. Citizen Comment on the sale of City-owned property - 414 N Jackson
 - 1. Voice vote to open the public hearing
 - 2. Voice vote to close the public hearing

Conduct a Public Hearing to receive citizen comment on the sale of City-owned property located at 414 N. Jackson Street. No action is required at the close of the Public Hearing.

Conduct a Public Hearing to receive citizen comment on the sale of City-owned property located at 414 N. Jackson Street. No action is required at the close of the Public Hearing.

B. Public Hearing - Final Project Plan for the City's application for the Drinking Water State Revolving Fund Loan

1. Voice vote to open the public hearing
2. Voice vote to close the public hearing.
3. Resolution - Adoption of the final project plan for water system improvement projects and designating an authorized project representative.

a. Resolution adopting a final project plan for water system improvement projects and designating an authorized project representative.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Meeting Minutes of the April 15, 2025, Regular Meeting of the Jackson City Council

B. Resolution - Charitable Gaming Licenses for Michigan Military Heritage Museum

Approve a resolution recognizing Michigan Military Heritage Museum as a non-profit organization for the purpose of obtaining a charitable gaming license

C. Special Event Application: Relay for Life of Jackson County

Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on August 1-2, 2025, at Cascades Park.

D. Special Event Application: Jackson High School Commencement Ceremony

Approve a request from the Jackson Public Schools to host the Jackson High School Commencement Ceremony on May 23, 2025, in downtown

Jackson.

- E. Special Event Application: Grand River Farmers Market

Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market on Fridays and Saturdays from May 2 to October 31, 2025, in downtown Jackson at the Grand River Pavilion.

- F. Special Event Application: Grand River Farmers Market at Henry Ford

Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market at Henry Ford on Tuesdays, May 6 through October 28, 2025, in downtown Jackson.

- G. Special Event Application: Free Community Pet Vaccines at Loomis Park

Approve a request from the Jackson County Animal Shelter to host the Free Community Pet Vaccines on May 19, 2025, at Loomis Park.

- H. Special Event Application: May Cruise-In & Concert

Approve a request from the Jackson Downtown Development Authority to host the May Cruise-In & Concert on May 23, 2025, on the streets of downtown Jackson.

- I. Special Event Application: Juneteenth

Approve a request from the Jackson Juneteenth Committee to host the Jackson Juneteenth Celebration on June 21, 2025, in downtown Jackson.

- J. Special Event Application: Police Memorial

Approve a request from the City of Jackson Police Department to host the City of Jackson Police Officer Memorial on May 7, 2025, in downtown Jackson.

9. OTHER BUSINESS.

- A. East Side Economic Development Update

10. NEW BUSINESS.

- A. Change Order - Wastewater Treatment Plant and Myrtle Lift Station Improvements Contract

Approve Change Order No. 3 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the

appropriate documents

B. Assessor's Contract Renewal

Approval of a three-year Professional Services Agreement in the amount of \$105,554.40 annually with Quality Assessing Services, LLC for assessment services starting May 1, 2025 through April 30, 2028.

C. Ordinance Amendment - Chapter 28, Section 73 of the Zoning Ordinance

Approve the first reading of a revision to the Zoning Ordinance, Chapter 28 Section 73, reducing lot width, lot size, and side yard setbacks in the R-1 zoning district.

D. Marihuana License Stakeholder Amendment - SMOK/JARS

Approve the stakeholder amendment for the Marihuana License held by SMOK/Jars, located at 810 W Argyle, as recommended by the Marihuana Licensing Review Committee.

E. F/Y 2025/26 CDBG and HOME Projects and Final Funding Allocations

Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Final Funding Allocations for those Projects.

F. MICH-Grant Visitable Homes Construction Contract

Approve the contract with Norfolk Homes of Michigan LLC for the construction of four (4) MICH homes, for the total amount of \$800,000; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of required lots to the recommended builder; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

11. CLOSED SESSION

A. Conduct closed session pursuant to MCL 15.268(e) concerning Jackson County 4th Circuit Court Case No. 24-1977-NO

- Roll call vote to enter closed session pursuant to MCL 15.268(e) concerning Jackson County 4th Circuit Court Case No. 24-1977-NO
- Roll call vote to return from closed session

12. CITY COUNCILMEMBER'S COMMENTS.

13. CITY MANAGER'S COMMENTS

14. ADJOURNMENT.

A PROCLAMATION
Recognizing May 4, 2025 as National Firefighters Day

WHEREAS, firefighters are among the bravest and most selfless public servants, dedicated to the protection of life, property, and the environment in times of emergency; and

WHEREAS, the City of Jackson, Michigan deeply values the courage, commitment, and professionalism demonstrated daily by our fire service personnel; and

WHEREAS, National Firefighters Day, observed on May 4 each year, honors the service and sacrifice of firefighters across the nation, including those who have paid the ultimate price in the line of duty; and

WHEREAS, the City of Jackson recognizes the essential role that its firefighters play not only in emergency response, but in public education, safety training, and community outreach; and

WHEREAS, it is fitting and proper that we recognize the outstanding efforts of our firefighters and express our gratitude for their unwavering service;

NOW, THEREFORE, I, Daniel J. Mahoney, Mayor of the City of Jackson, Michigan, do hereby proclaim May 4, 2025, as

National Firefighters Day in the City of Jackson

and encourage all residents to honor and thank the brave men and women who serve as firefighters and emergency responders.



IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Jackson to be affixed
this 29th day of April, 2025.

Daniel J. Mahoney
Mayor, City of Jackson, Michigan

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: **Public Hearing and Resolution for the adoption of the final Project Plan for the City's application for the Drinking Water State Revolving Fund loan.**

Recommendation:

Allow for the Public Hearing at the City Council meeting on April 29th, as required by the Department of Environment, Great Lakes, and Energy (EGLE) for the Drinking Water State Revolving Fund (DWSRF) loan with Bipartisan Infrastructure Law (BIL) grants for lead service line replacements.

A. Approval of the Resolution to adopt the City of Jackson Drinking Water State Revolving Fund final Project Plan.

Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Michael Osborn, Director of Public Works

DATE: April 29, 2025

RECOMMENDATION: Allow for the Public Hearing at the City Council meeting on April 29th, as required by the Department of Environment, Great Lakes, and Energy (EGLE) for the Drinking Water State Revolving Fund (DWSRF) loan with Bipartisan Infrastructure Law (BIL) grants for lead service line replacements.

ISSUE STATEMENT

A Project Planning Document for water system improvements has been drafted to apply for DWSRF funding.

This Project Planning Document focuses on replacing lead service lines and 4-inch water mains throughout the City of Jackson's water distribution system. Project construction will involve the replacement of selected lead service lines with new copper service lines to comply with the State of Michigan's Safe Drinking Water Act, and the 2018 revisions to the Lead and Copper Rule.

Also included in this Project Planning Document is the recoating of the east elevated storage tank, and capital improvements at the Water Treatment Plant including: replacement of 48-inch filtered water pipe and valve, replacement of high service pump no. 3, repairs to the high service pump building, upgrades to the electrical systems and instrumentation, improvements for cyber security and supervisory controls, replacement of chemical feed systems, storm sewer separation, lining of sanitary pipe and replacement of water service pipe, and refurbishment of the ground storage tank roof.

Beginning April 17, 2025, a full copy of the draft DWSRF Project Planning Document was made available for public review on the City of Jackson website. Fishbeck, the engineering consultant for the City's DWSRF Project Planning Document, will complete a presentation of the project planning document on April 29, during the City Council Meeting.

DESCRIBE THE CONSEQUENCES

If all DWSRF application requirements are not met, the City cannot be awarded the DWSRF loans or BIL grants to fund these projects, and alternative funding would be required.

OWNERSHIP

The water distribution and treatment are owned by the City and operated by the Department of Public Works.

SOLUTION

A public hearing to hear comments and a resolution to adopt the planning document are required to meet the application requirements of the DWSRF to qualify for funding.

FACILITATE IMPLEMENTATION

Allow the public hearing and approve the resolution to adopt the City of Jackson Drinking Water State Revolving Fund final Project Planning Document.

**A RESOLUTION ADOPTING A FINAL PROJECT PLANNING DOCUMENT
FOR WATER SYSTEM IMPROVEMENT PROJECTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Jackson recognizes the need for Water System Improvement Projects (Selected Alternatives); and

WHEREAS, the City of Jackson authorized Fishbeck to prepare a Project Planning Document, which recommends the above Water System Improvement Projects (Selected Alternatives); and

WHEREAS, said Project Planning Document was presented at the City Council meeting held on April 29, 2025, and all public comments have been considered and addressed;

NOW, THEREFORE BE IT RESOLVED, that the City of Jackson formally adopts said Project Planning Document and agrees to implement Water System Improvement Projects (Selected Alternatives) consisting of the lead service line replacements, water main replacements, elevated storage tank recoating, and the water treatment plant improvements;

BE IT FURTHER RESOLVED, that the Director of Public Works, a position currently held by Michael Osborn, is designated as the authorized representative for all activities associated with the projects referenced above, including the submittal of said Project Planning Document as the first step in applying for a Drinking Water State Revolving Fund loan to assist in the implementation of the Water System Improvement Projects (Selected Alternatives).

Yeas:

Nays:

Abstain:

Absent:

I, Andrea Muray, City Clerk in and for the City of Jackson, Jackson County and State of Michigan, certify that the above Resolution was adopted by the Jackson City Council at a regular meeting held on April 29, 2025.

Andrea Muray, City Clerk



CITY COUNCIL MEETING MINUTES

April 15, 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 J. Mahoney.

PLEDGE OF ALLEGIANCE AND INVOCATION:

Council joined in the Pledge of Allegiance. Invocation was given by First Ward Councilmember Arlene 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: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Deputy Police Chief Sergio Garcia, Director of Community Development Shane LaPorte, Director of Public Works Mike Osborne, and City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Councilmember Forgrave, 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. Presentation - Jackson Housing Commission Annual Report

Arturo Puckerin, Executive Director of Jackson Housing Commission, provided Council with their 2024 Annual Report.

B. Proclamation - National Public Safety Tele-Communicators Week

Mayor Mahoney presented the proclamation declaring April 14-20, 2025, as National Public Safety Tele-Communicators Week.

C. Proclamation- Workers Memorial Day

Mayor Mahoney presented the proclamation declaring April 28, 2025, as Workers Memorial Day.

PUBLIC HEARINGS: none.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the March 11, 2025, Regular Meeting of the Jackson City Council

Approve the minutes of the regular meeting of the Jackson City Council on March 11, 2025.

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 purpose of obtaining a charitable gaming license through the State of Michigan.

F. Appointments to the 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 Department 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 Department 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.

Motion was made by Councilmember Gunn, seconded by Councilmember Wood 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:

A. Ordinance No. 2025-01 Electric Scooter Ordinance

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

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the second reading/final adoption of Ordinance No. 2025-01. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Ordinance No. 518 - Kings Community Homes PILOT

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

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the second reading/final adoption of Ordinance No. 518, an ordinance granting a Payment in Lieu of Taxes to King Community Homes. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

NEW BUSINESS:

A. 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to award the Biosolids Hauling contract to NutriGro Environmental Solutions. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. Resolution – MDOT Contract for construction

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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve a resolution to enter into a contract with the Michigan Department of Transportation for the construction of the Martin Luther King Equality Trail from Detroit Street to Trail Street. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

C. Contract Award – MLK Equality Trail Reconstruction

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.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the Contract Award for the MLK Equality Trail Reconstruction from Weatherwax Drive to Optimist Shelter to Hoffman Bros. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

D. Contract Award – High Level Interceptor Sewer Cleaning and Televising

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.*

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

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

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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the award for the Drinking Water State Revolving Fund 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. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

F. Contract Amendment – Interceptor Sewer Rehabilitation Engineering Contract

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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve Amendment 1 to the Interceptor Sewer Rehabilitation Engineering Contract with NTH Consultants. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

G. Resolution – Decertification of Streets

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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to adopt two resolutions to decertify Amur Street and Liberty Street as open for public use with the Michigan Department of Transportation. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

H. Contract Renewal – 2024 Pavement Marking Contract

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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the first renewal of the 2024 Pavement Marking contract with PK Contracting. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

I. Purchase – JPD Duty Weapons

Recommendation: *Approve the purchase of new duty weapons for the Jackson Police Department and allow the sale of current firearms.*

Motion was made by Councilmember Davis, seconded by Councilmember Gunn to approve the purchase of new duty weapons for the Jackson Police Department and allow the sale of current firearms. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

J. Sale of City-Owned Property - 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.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the sale of City-Owned Property for residential development. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

K. Contract Renewal – Part A and B City Owned Lot Mowing Contract, Grounds Maintenance Contract

Recommendation: Renew the City Owned Lot Mowing Part A, City Owned Lot Mowing Part B and Grounds Maintenance contracts with Elysian Landscape & Flatwork LLC.

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

L. Contract Renewal – Private Lot Mowing Contract

Recommendation: *Renew the Private Lot Mowing Contract with INK Contracting LLC.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to approve the renewal of a private lot mowing contract with INK Contracting, LLC. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

M. Sale of City-Owned Property - 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.*

Motion was made by Councilmember Gunn, seconded by Councilmember Robinson to approve the sale of City-Owned Property located at 418 N. Jackson Street. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

CITY COUNCILMEMBER’S COMMENTS:

Mayor Mahoney, Vice Mayor Dancy, and Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave 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 Vice Mayor Dancy, and seconded by Councilmember Wood. Mayor Mahoney adjourned the meeting at 8:28 p.m.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Resolution - Charitable Gaming Licenses for Michigan Military Heritage Museum

Recommendation:

Approve a resolution recognizing Michigan Military Heritage Museum as a non-profit organization for the purpose of obtaining a charitable gaming license

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103a(i)(ii))

At a regular meeting of the Jackson City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Daniel J. Mahoney on 4-29-25
DATE

at 6:30 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Michigan Military Heritage Museum of Jackson,
NAME OF ORGANIZATION CITY

county of Jackson, 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



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Special Event Application: Relay for Life of Jackson County

Recommendation:

Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on August 1-2, 2025, at Cascades Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Relay for Life of Jackson County.

I recommend approval of the Special Event Application for the Relay for Life of Jackson County. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on August 1-2, 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		\$0.00
Public Works	X		\$2,000.00
		TOTAL	\$2,000.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Traffic barrels, road closure signs, light towers

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the American Cancer Society to host the Relay for Life of Jackson County on August 1-2, 2025, at Cascades Park.

ATTACHMENTS

- 1. SEA-ACS Relay for Life of Jackson



By: M.Evans Date: 4/9/25

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: Relay For Life of Jackson County

Sponsoring Organization Legal Name : American Cancer Society, Inc.

Street Address : 29777 Telegraph Rd., Southfield, MI 48034

Tax ID# : 13-1788491

Website : relayforlife.org/jacksoncountymi

Contact Name 1 : Katie Jones

Email: katie.jones@cancer.org

Phone: 269-967-1762

Contact Name 2 : Bonnie Brener

Email: bonnie.bremer@cancer.org

Phone: 502-974-7116

Contact Name/Phone# During Event: Katie Jones

Event Details

Event Date(s):

August 1 -2

Set up Time:

8:00 AM

Start Time:

4:00 PM

End Time:

2:00PM

Tear Down Time:

2:00PM

Has this event occurred before? ☒ Yes

No

If yes, how many previous years? 34

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

Walk in a loop with team sites and activities happening along the loop

***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 American Cancer Society Relay For Life is the only Global walk that stands for every cancer while we walk for every life. Since 1985, communities across the world have come together to honor and remember loved ones and take action for lifesaving change. At Relay For Life, you'll find community members taking turns walking a path or track lined with luminaria bags. You'll have the opportunity to cheer for local survivors (or participate as a survivor yourself) and caregivers. Activities include games, raffle tent, kid's activities, food trucks, and more.

Event Location Please include the location on the map

☐ Horace Blackman Park

☐ Bucky Harris Park

☐ MLK Equality Trail

☐ TRUE City Square Stage

☐ Grand River Farmers Market Pavilion

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

☒ Other Location Cascades Park, Randolph St. Jackson, MI

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: Randolph Street Cross Street 1: Brown Street Cross Street 2: W High Street
Closure Start Date: 8/1/25 Time: 12:00 PM Closure Start Date: 8/2/25 Time: 4:00 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? 2 ADA Compliant Units, 3 Sink Station

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

Placement: Where will restrooms be located? **Please include locations on the map* In the grass on the north and south sides of R

Additional Notes: The Cascades Park bathrooms next to the Fishery area will be open throughout our event as well.

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? Granger is donating two large dumpsters and trash boxes

Service Provider: Who is responsible for waste removal (name/contact)? Granger Waste 517-372-2800

Reciprocals: How many bins will be provided? *Please include locations on the map two large dumpsters and 20 trash boxes
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? volunteers and Granger picks up the dumpsters and trash

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?

4

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?

We use the drop boxes on Randolph and next to the basketball court

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 Traffic barrels and road closure signs at the Randolph/Brown and Randolph/W. High Street. Enough to stop cars from driving around

☒ Other Two light towers

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: _____

Date: _____



Site #	TEAM
E	Eaton
1	Karmays
2	Diamond Dogs
3	Dream Believers
4	Lily Baptist Cares
5	Grandpa's Kids
6	SURVIVOR TENT
7	Team Ream
8	America's Preferred Home Warranty
9	MACI
10	MSU FCU for a Cause
11	Rehmann Relayers
12	Pfizer Kalamazoo
13	Center for Family Health
14	Lomar Tool
15	NextGen Health
16	Team Ray

Site #	TEAM
17	Wrona's Wranglers
18	Vietnam Veterans
19	TAC
	INFO/RAFFLE/Parker Framly
21	Dawn Foods
22	Walkin' the Talk
23	Commonwealth Cancer Crushers
24	Team Bounty Hunter
25	Grandpa's Lifesavers
26	Milsco
27	Cruisin' for a Cure
28	The Fighting Scots
29	American 1 Credit Union
30	Cub Scouts Pack 4339
31	Certainteed
32	Michigan First Credit Union

ALPHABETICAL TEAM LIST	Site #
American 1 Credit Union	29
America's Preferred Home Warranty	8
Center for Family Health	13
Certainteed	31
Commonwealth Cancer Crushers	23
Cruisin' for a Cure	27
Cub Scouts Pack 4339	30
Dawn Foods	21
Diamond Dogs	2
Dream Believers	3
Eaton	E
Grandpa's Kids	5
Grandpa's Lifesavers	25
Karmays	1
Lily Baptist Cares	4
Lomar Tool	14

ALPHABETICAL TEAM LIST	Site #
MACI	9
Michigan First CU	32
Milsco	26
MSU FCU for a Cause	10
NextGen Health	15
Parker Framly/RAFFLE	20
Pfizer Kalamazoo	12
Rehmann Relayers	11
TAC	19
Team Bounty Hunter	24
Team Ray	16
Team Ream	7
The Fighting Scots	28
Vietnam Vets	18
Walkin' the Talk	22
Wrona's Wranglers	17

Note: Site numbers on the map are not to scale or site size, just for reference



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2024

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

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

PRODUCER Commercial Lines – (404) 923-3700 USI Insurance Services LLC 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328	CONTACT NAME: Jennifer Shiplet PHONE (A/C, No, Ext): 470-875-0358 E-MAIL ADDRESS: jennifer.shiplet@usi.com FAX (A/C, No): 610-537-1929																					
INSURED American Cancer Society, Inc. 270 Peachtree Street NW, Ste 1300 Atlanta, GA 30303	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER C:</td><td></td><td></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></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Evanston Insurance Company	35378	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 15894471

REVISION NUMBER: See below

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:			HDO G48948637	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ISA H11372958	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			MKLV2EUL106081	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C72621529 (AOS) SCF C72621566 (FL-OK-OR-	09/01/2024 09/01/2024	09/01/2025 09/01/2025	☒ 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)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

American Cancer Society, Inc.
270 Peachtree Street NW
Ste 1300
Atlanta, GA 30303

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

AUTHORIZED REPRESENTATIVE

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MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Special Event Application: Jackson High School Commencement Ceremony

Recommendation:

Approve a request from the Jackson Public Schools to host the Jackson High School Commencement Ceremony on May 23, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson High School Commencement Ceremony.

I recommend approval of the Special Event Application for the Jackson High School Commencement Ceremony. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the Jackson Public Schools to host the Jackson High School Commencement Ceremony on May 23, 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		\$300.00
		TOTAL	\$300.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Traffic cones, road closure signs, JPD assistance

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Public Schools to host the Jackson High School Commencement Ceremony on May 23, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Jackson High School Commencement Ceremony

SPECIAL EVENT APPLICATION

Application must be submitted 60 days PRIOR to event

Application Attachments

- | | |
|--|--|
| ☒ \$75 Application Fee | N/A ☐ Liquor License & Liquor Liability Insurance (if applicable) |
| ☐ \$50 Late/Rush Fee (submitted post 60-day deadline) | N/A ☐ 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: Jackson Public Schools (JHS)	
Address: 544 Wildwood	Phone: (517) 841-3702
Tax ID#:	Website: Jpsk12.org
Contact Name: Erica C. Scott	Phone: (517) 841-3702 Email: erica.scott@jpsk12.org
Contact Name: Monica Pierce	Phone: (517) 841-3701 Email: monica.pierce@jpsk12.org
Contact Name During Event: Officer David Stallworth	Phone: (517) 581-2981

Event Information

Event Name: Jackson High School Commencement Ceremony				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
5/23/2025	5:00 pm	6:00 pm	8:30 pm	9:00 pm

Has this event occurred before? ☒ Yes, (if yes, how many previous years? 108) ☐ No

Do you expect this event to occur again next year? yes What is the expected attendance for this event? 2,000

Type of Event (please check all that apply)

☐ Walk/Run ☐ Festival ☐ March/Parade ☒ Other: Commencement Ceremony

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: Jackson High School (Withington Stadium)

☒ Streets: Wildwood Ave, Steward

☐ 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.

Commencement Ceremony for Jackson High School graduates. Class of 2025

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

Street Name: Wildwood Ave Cross Streets Steward

Closure Start Date: 5/23/2025 Time: 5:00pm Closure End Date: 5/23/2025 Time: 8:30pm

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

Street Name: _____ Cross Streets _____

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

City Resources Requests

Not all resources may be available at your requested site.

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

- ☐ **Electrical Power:** Indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****
- ☐ **Water Needs:** Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____
- ☐ **Food/Vendors:** Indicate vendors requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____
- ☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____
- ☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
- ☐ **Fireworks:** If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____
- ☒ **Traffic Cones** ☐ **Mobile Stage** (please circle **15-foot** or **25-foot** version)
- ☐ **Other:** Setup same as last year

Additional Event Information

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

We have our own garbage bails and staff to clean up.

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

We have bathrooms available in two locations in the stadium area. Graduates use the Glick and concession bathrooms for public.

Required Attachments for Application Processing

Insurance

Please request the following documentation from your insurance carrier.

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

***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: _____

Monica Pierce

Date: _____

2/11/2025

Office Use ONLY

Application Received:

Date:

Time:

By:

Application Fee Received:

Application Requirements

Application MUST be submitted 60 days PRIOR to event

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

Application MUST be submitted along with all required attachments to:

City of Jackson

Downtown Development Authority Office

161 W Michigan Ave, 5th Floor

Jackson Michigan, MI 49201 or

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



Map data ©2021 200 ft



Just need
Wildwood Ave
Closed

Jackson
Michigan

Sunny · 57°F
11:58 AM



Directions



Save



Nearby



Send to your
phone



Share

Quick facts

CERTIFICATE OF COVERAGE							
PRODUCER SET SEG 1520 Earl Avenue East Lansing, MI 48823				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.			
MEMBER Jackson Public Schools 522 Wildwood Ave Jackson, MI 49201				COMPANIES AFFORDING COVERAGE			
				A MASB-SEG Property/Casualty Pool, Inc.			
THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.							
CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY ☒ Comprehensive Form ☒ Premises/Operations ☒ Products/Completed Operations ☒ Broad Form Property Damage ☒ Personal Injury	PC-38170-2025-01	5/23/2025	5/24/2025	BI & PD COMBINED OCCURRENCE	\$1,000,000	
					BI & PD COMBINED AGGREGATE	\$3,000,000	
					PERSONAL INJURY OCCURRENCE	\$1,000,000	
					PERSONAL INJURY AGGREGATE	\$3,000,000	
A	EXCESS LIABILITY ☒ General Liability ☒ Automobile Liability ☒ Garage Liability	PC-38170-2025-01	5/23/2025	5/24/2025	OCCURRENCE	\$10,000,000	
					ANNUAL AGGREGATE	\$10,000,000	
DESCRIPTION City of Jackson and Downtown Development Agency is added as additional insured under Jackson Public Schools general liability coverage limited to the activities performed by or on behalf of Jackson Public Schools as it represents the districts use of facilities for graduation that will be held on May 23rd, 2025 with a rain date of May 24th, 2025.							
CERTIFICATE HOLDER City of Jackson and Downtown Development Agency 161 W. Michigan Ave. Jackson, MI 49201 Additional Insured				SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE Katie Lehman PROPERTY/CASUALTY DEPARTMENT 2/11/2025							



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 29, 2025
SUBJECT: Special Event Application: Grand River Farmers Market

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market on Fridays and Saturdays from May 2 to October 31, 2025, in downtown Jackson at the Grand River Pavilion.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Grand River Farmers Market Fri/Sat.

I recommend approval of the Special Event Application for the Grand River Farmers Market Fri/Sat. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market on Fridays and Saturdays from May 2 to October 31, 2025, in downtown Jackson at the Grand River Pavilion.

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		\$125.00
Police	X		\$0.00
Public Works	X		\$0.00
		TOTAL	\$125.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Power, city trash cans drop off and pick up.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market on Fridays and Saturdays from May 2 to October 31, 2025, in downtown Jackson at the Grand River Pavilion.

ATTACHMENTS

- 1. SEA-Grand River Farmers Market Friday-Saturday Summer 2025



By: **M. Evans** Date: **4/9/25**

Fee Rec: Date: **N/A**

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: **Grand River Farmers Market**

Sponsoring Organization Legal Name : **Jackson DDA**

Street Address : **161 E. Michigan Ave**

Tax ID# :

Website :

Contact Name 1 : **Dodi Wheeler**

Email: **farmersmarket@cityofjackson.org**

Phone: **5174142011**

Contact Name 2 :

Email:

Phone:

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

Event Details

Event Date(s):

Set up Time:

Start Time:

End Time:

Tear Down Time:

Fri & Sat May 2/3 - Oct 31

7:00a

9:00a

2:00p

3:00

Has this event occurred before? ☒ Yes

No

If yes, how many previous years? **24**

What is the expected attendance? **500-700**

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

farmers market

***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

Dozens of vendors bringing Jackson's best local seasonal fruits, veggies, meat, cheese, eggs, dairy, fresh flowers, artisan breads and sweets, pasta, salsas and sauces, mushrooms, microgreens, coffee, hot and cold foods, live music, artists, and so much more!

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: **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?

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? ☒ same as always, city contract

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

Reciprocals: How many bins will be provided? *Please include locations on the map ☒ 3 on site, would like 1 more if possible
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup?

Additional notes: ☒ please be sure emptied every Friday morning early, as usual

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 If yes, how many food trucks do you anticipate? ☒ 1-2 rotating
Please add food truck names and locations on the map.

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

Will you have Vendors/ Other food on site? ☒ Yes ☐ No If yes, how many? ☒ 3-6

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

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

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

Other electrical power needed? ☒ Yes ☐ No If yes, what? ☒ we run a cord for music

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed: ☒ municipal spigot - i have a key

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: ☒ please have patrol officer swing through each morning at 6-7 t

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: **Dodi Wheeler**

Date: **4/9/2025**



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Special Event Application: Grand River Farmers Market at Henry Ford

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market at Henry Ford on Tuesdays, May 6 through October 28, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Grand River Farmers Market at Henry Ford.

I recommend approval of the Special Event Application for the Grand River Farmers Market at Henry Ford. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market at Henry Ford on Tuesdays, May 6 through October 28, 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: The insurance is on file with the City Attorney and the Downtown Development Authority.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the Grand River Farmers Market at Henry Ford on Tuesdays, May 6 through October 28, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-GRFM Tuesday HF 2025

By: **M.Evans** Date: **4/9/25**

Fee Rec: **N/A** 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: **Grand River Farmers Market at Henry Ford**

Sponsoring Organization Legal Name : **Jackson DDA**

Street Address : **161 E. Michigan Ave**

Tax ID# :

Website :

Contact Name 1 : **Dodi Wheeler**

Email: **farmersmarket@cityofjackson.org**

Phone: **5174142011**

Contact Name 2 : **George Gancsos**

Email: **ggancso1@hfhs.org**

Phone: **51758102445**

Contact Name/Phone# During Event: **Dodi Wheeler**

Event Details

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

Tuesdays 5/6 - 10/28

1:00p

3:00p

7:00p

8:00p

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

What is the expected attendance? **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

farmers market

***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

Dozens of vendors bringing Jackson's best local seasonal fruits, veggies, meat, cheese, eggs, dairy, fresh flowers, artisan breads and sweets, pasta, salsas and sauces, mushrooms, microgreens, coffee, hot and cold foods, live music, artists, and so much more!

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 Near 150 S. Waterloo, Michigan Ave between State St. & Waterloo

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? 1

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

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

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? ☒ vendors will take their own trash per operating guidelines

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

Reciprocals: How many bins will be provided? *Please include locations on the map ☐ 1
For large events, how many roll-offs?

Cleanup: Who will handle post-event cleanup? ☒ Dodi Wheeler

Additional notes: ~~please be sure emptied every Friday morning early, as usual~~

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 If yes, how many food trucks do you anticipate?
Please add food truck names and locations on the map.

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

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

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

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

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

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

Wattage needed: Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

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

Other

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: **Dodi Wheeler**

Date: **4/9/2025**



Bathroom Location



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Special Event Application: Free Community Pet Vaccines at Loomis Park

Recommendation:

Approve a request from the Jackson County Animal Shelter to host the Free Community Pet Vaccines on May 19, 2025, at Loomis Park.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Free Community Pet Vaccines at Loomis Park.

I recommend approval of the Special Event Application for the Free Community Pet Vaccines at Loomis Park. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the Jackson County Animal Shelter to host the Free Community Pet Vaccines on May 19, 2025, at Loomis 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.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
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: Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson County Animal Shelter to host the Free Community Pet Vaccines on May 19, 2025, at Loomis Park.

ATTACHMENTS

- 1. SEA-Free Community Pet Vaccines at Loomis Park



By: M. Evans Date: 4/15/25

Fee Rec: N/A waived per Kelly (Parks)
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: FREE COMMUNITY VACCINES

Sponsoring Organization Legal Name : JACKSON COUNTY Animal Shelter

Street Address : 3370 SPRING ARBOR ROAD

Tax ID# : 38-6004845

Website : jacksoncountyanimalshelter.org

Contact Name 1 : Lydia Sattler Email: lsattler@mjackson.org

Phone: 517 257 8906

Contact Name 2 : Kelsey Campbell Email: Kcampbell@mjackson.org

Phone:

Contact Name/Phone# During Event: Lydia Sattler 257-8906 517-539 1257

Event Details

Event Date(s):

May 19, 2025

Set up Time:

3:30

Start Time:

4:00pm

End Time:

6:00pm

Tear Down Time:

15 minutes

Has this event occurred before?

Yes

☒ No

If yes, how many previous years?

What is the expected attendance?

50-75

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 Offering free Pet Vaccines

*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

Protect Your Pets! Jackson County Animal Shelter is offering free vaccines for cats and dogs Sponsored by Petco Love and ~~free~~ microchips while

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

supply last

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

Loomis Park

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

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

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

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

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:

This event is open 2 hours and attendees should be able to come
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?
\$25 per box rental cost (adapters included)

Yes

No

If yes, how many?

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

Yes

☒ No

If yes, what?

Using generators?

Yes

☒ No

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

Yes

No

If yes, how many?

Other electrical power needed?

Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?

Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

Fireworks: Do you plan to do fireworks?

Yes

☒ No

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

Police Department: Do you require police assistance?

Yes

☒ No

If yes, please explain:

Alcohol Sales:

Yes

☒ No

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

Cannabis Consumption Area:

Yes

☒ No

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

Insurance Please request the following documentation from your insurance carrier.

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

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

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

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

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

*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):*

We are a municipal animal shelter and rely on a millage and donations to operate. We are offering free services to city residents.

**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

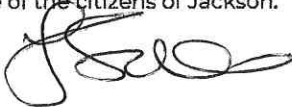
Additional charges may incur if policies are broken.

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: 4/10/25



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 29, 2025
SUBJECT: Special Event Application: May Cruise-In & Concert

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the May Cruise-In & Concert on May 23, 2025, on the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the May Cruise-In & Concert.

I recommend approval of the Special Event Application for the May Cruise-In & Concert. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the May Cruise-In & Concert on May 23, 2025, on the streets of downtown Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$2,000.00
		TOTAL	\$2,000.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, traffic cones, power

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the May Cruise-In & Concert on May 23, 2025, on the streets of downtown Jackson.

ATTACHMENTS

- 1. SEA- May Cruise-In and Concert



By:	Date:
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: **MAY Cruise-In and Concert**

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

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

Tax ID# : **68-6004701**

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 517-800-1445**

✓ Event Details

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

May 23, 2025

4:00 PM

5:00 PM

8:00 PM

8:00 PM

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? **10+ years**

What is the expected attendance? **5000+**

Do you expect to do this event next year?

☒ Yes

☐ No

✓ Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run*



Other

Cruise-In & Concert Summer Series

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



Description of Event

This description will be posted on the Special Events Calendar

Roll into downtown Jackson for our free summer Cruise-In and Concert Series, happening every Fourth Friday from May through September. Expect classic cars lining the streets, food trucks serving up local flavor, live music setting the vibe, and plenty of fun extras — all spotlighting the shops, restaurants, and hidden gems that make our downtown shine.



Event Location

Please include the location on the map



Horace Blackman Park



Bucky Harris Park

*Power for small sound system

MLK Equality Trail



TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

*requires Ella Sharp Board approval



Other Location

Streets of downtown Jackson



Requested Street Closure(s)

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

Street Name: Michigan Avenue

Cross Street 1:

Blackstone Street

Cross Street 2:

MLK JR Drive

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name: Jackson Street

Cross Street 1:

Pearl Street

Cross Street 2:

Cortland Street

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name: Mechanic Street

Cross Street 1:

Pearl Street

Cross Street 2:

Cortland Street

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name: Hayes Court

Cross Street 1:

Michigan Avenue

Cross Street 2:

Pearl Street

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:



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)? TBA

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

Additional Notes: Additional bathrooms located at Horace Blackman Park and Mechanic Street.



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? ☒ Yes ☐ No
\$25 per box rental cost (adapters included)

If yes, how many?

Will you have Vendors/ Other food on site?

☒ Yes

☐ No

If yes, how many?

Using generators? ☐ Yes ☐ No

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

If yes, how many?

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

☐ Yes

☒ No

If yes, what?

Using generators? ☐ Yes ☒ No

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

If yes, how many?

Other electrical power needed?

☒ Yes

☐ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

**Also power at True Community for a sound system*

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.

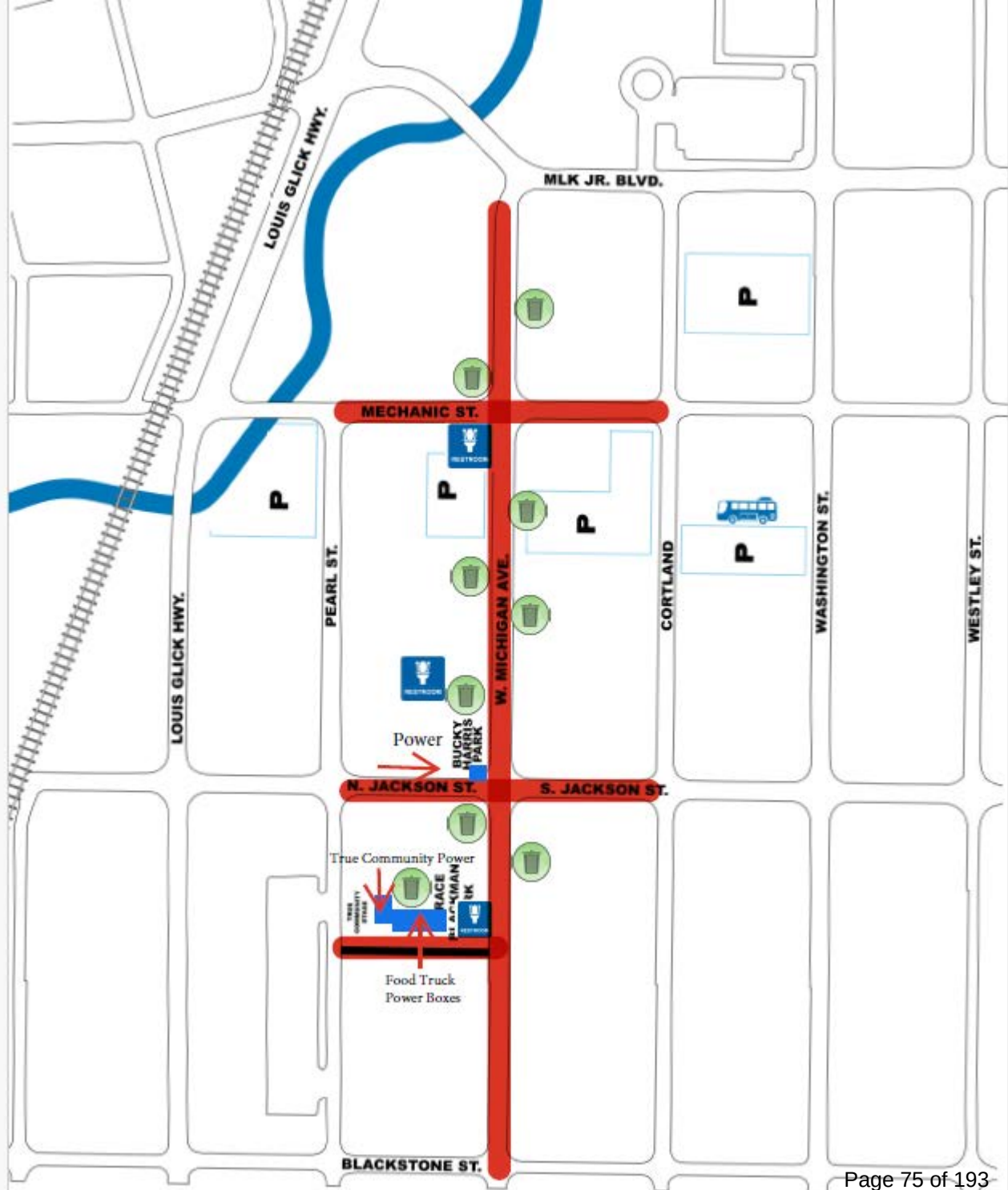
Special Event Application

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: **Beth Kuiper**

Date: **4/14/25**





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 29, 2025
SUBJECT: Special Event Application: Juneteenth

Recommendation:

Approve a request from the Jackson Juneteenth Committee to host the Jackson Juneteenth Celebration on June 21, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jackson Juneteenth Celebration.

I recommend approval of the Special Event Application for the Jackson Juneteenth Celebration. Your consideration and concurrence is appreciated.



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the Jackson Juneteenth Committee to host the Jackson Juneteenth Celebration on June 21, 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		\$500.00
Fire	X		\$0.00
Neighborhood & Economic Operations	X		\$0.00
Parks & Recreation	X		\$1,000.00
Police	X		\$0.00
Public Works	X		\$900.00
		TOTAL	\$2,400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Street closures, traffic cones, power, fire hydrants (water), light pole removal, picnic tables, trash.

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Juneteenth Committee to host the Jackson Juneteenth Celebration on June 21, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Juneteenth Updated 4-17-25



OFFICE USE ONLY
Application Received:

By: 4/17/25 Date: J. Soars
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 Juneteenth Celebration

Sponsoring Organization Legal Name : Jackson Juneteenth Committee

Street Address :

Tax ID# : 99-3247528

Website :

Contact Name 1 : Kelly Crum

Email: kelly.crum@jpsk12.org

Phone:

Contact Name 2 : John Willis

Email: jwillis@cityofjackson.org

Phone:

Contact Name/Phone# During Event: Kelly Crum

☒ Event Details

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

Saturday, June 21

7:00 a.m.

2:00 pm.m

9:30 p.m.

9:30 p.m/

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 21

What is the expected attendance? 3,000

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

This is a yearly festival to celebrate Juneteenth, which is a national holiday.

☐ 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: Michigan Ave Cross Street 1: Blackstone St. Cross Street 2: Jackson Street
Closure Start Date: 6/21/25 Time: 7 AM End ~~Start~~ Date: 6/21/25 Time: 9:30 PM

Street Name: Jackson Street Cross Street 1: Pearl St Cross Street 2: Cortland
Closure Start Date: 6/21/25 Time: 7 AM End ~~Start~~ Date: 6/21/25 Time: 9:30 PM

Street Name: Hayes Court Cross Street 1: Pearl St Cross Street 2: Michigan Ave
Closure Start Date: 6/21/25 Time: 7 AM End ~~Start~~ Date: 6/21/25 Time: 9:30 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:

☒ 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)? Leslie Brothers/All American Toilet

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? city of jackson**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 ☐ NoDo you need to rent power boxes for the food trucks? ☒ Yes ☐ No
\$25 per box rental cost (adapters included)

If yes, how many?

Will you have Vendors/ Other food on site?☒ Yes ☐ No

If yes, how many?

Using generators? ☒ Yes ☐ NoDo 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?

- True Community Stage Power

- Power box on Michigan Ave (next to JSO)

Wattage needed:

Number of plug-ins needed:

Water: Do you need water?☒ Yes ☐ No

If yes, please indicate the needed requirement:

Fire hydrant manifold - 2 locations

Location of where the water is needed:

Please see attached map

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:

3 officers and 3 reserve officers

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? 20

15 foot Mobile Stage

25 foot Mobile Stage

☒ Other Remove light pole facing michigan ave Please see attached pictures☒ Other Picnic tables - Please place these closer to the church than the street

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

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

- | | | | |
|--|--|--|--|
| ☒ 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 Jackson Juneteenth Committee is now a non-profit

***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

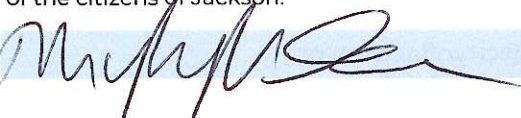
Additional charges may incur if policies are broken.

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

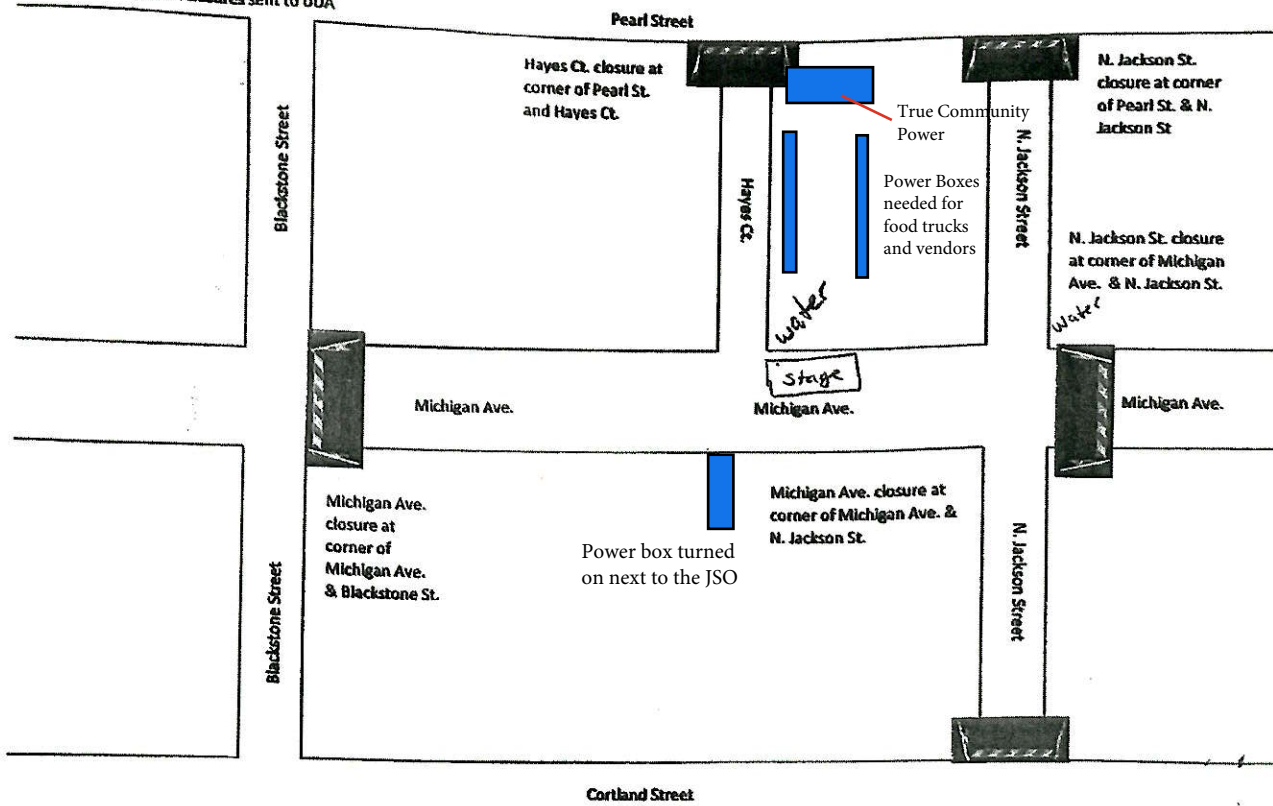
Certification and Signature

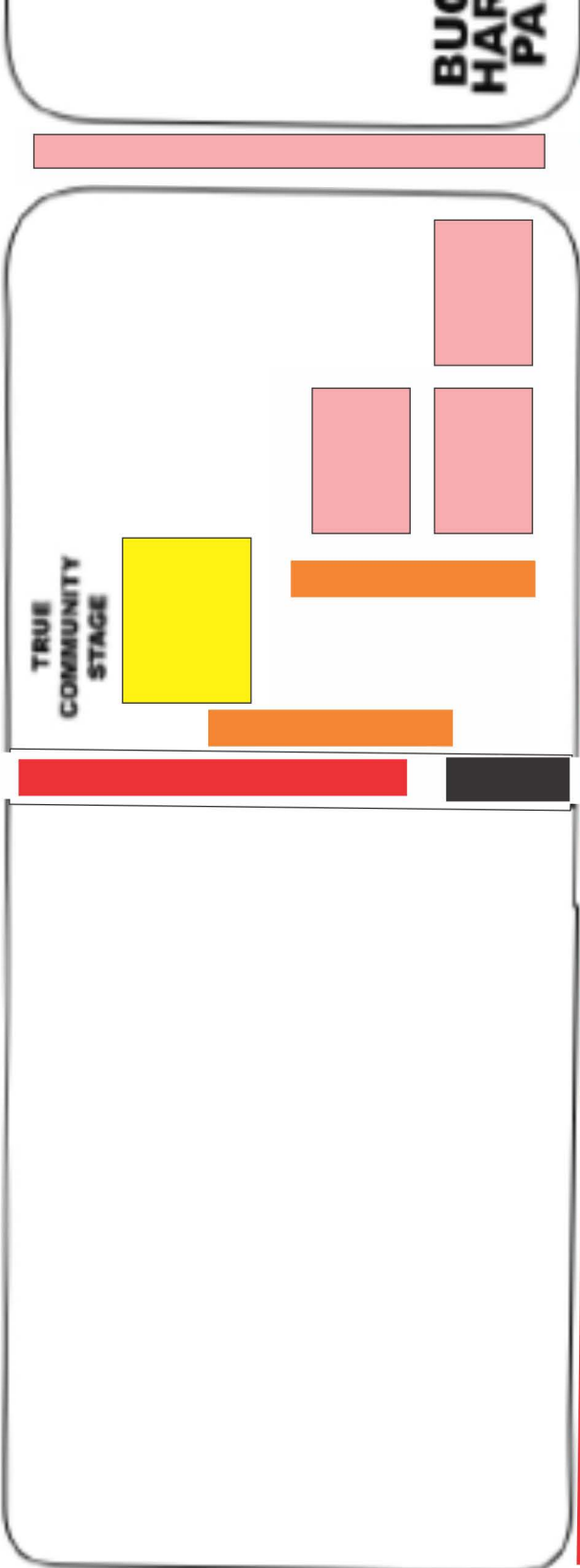
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will 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: 4/16/2025

JUNETEENTH CELEBRATION Street closures sent to DDA





LEGEND

VENDORS

FOOD TRUCKS

BATHROOM

STAGE

FOOD TENT

KIDS GAMES

BUBBLES

PET ZOO

BLACKSTONE ST.





MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 29, 2025
SUBJECT: Special Event Application: Police Memorial

Recommendation:

Approve a request from the City of Jackson Police Department to host the City of Jackson Police Officer Memorial on May 7, 2025, in downtown Jackson.

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

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: April 29, 2025

RECOMMENDATION: Approve a request from the City of Jackson Police Department to host the City of Jackson Police Officer Memorial on May 7, 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		\$400.00
		TOTAL	\$400.00

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, power

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the City of Jackson Police Department to host the City of Jackson Police Officer Memorial on May 7, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Updated City of Jackson Police Office Memorial



By: M. Evans Date: 4/23/24
Fee Rec: N/A Date:
Cash: N/A 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: **City of Jackson Police Officer Memorial**

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

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

Tax ID# :

Website :

Contact Name 1 : **Mike Klimmer**

Email: **mklimmer@cityofjackson.org**

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

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event:

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
May 7, 2025	09:00	12:00	13:00	14:00

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? **15**

What is the expected attendance? **300**

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 ☐ **Memorial**



Description of Event

This description will be posted on the Special Events Calendar

Police Officer Memorial to remember those that paid the ultimate sacrifice while carry out their duties as a police officer



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: Hayes Ct.

Cross Street 1: W. Pearl St

Cross Street 2: W. Michigan Ave.

Closure Start Date: May 7, 2025

Time: 09:00

Closure End Date: May 7, 2025

Time: 14:00

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:



Bathroom Plan

Please include bathroom locations on the map

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

N/A

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:

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?

N/A

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 **

True Community Stage Power

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

Yes

☒ No

If yes, how many food trucks do you anticipate?

Using generators? Yes No

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

Yes

No

If yes, how many?

Will you have Vendors/ Other food on site?

Yes

☒ No

If yes, how many?

Using generators? Yes No

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

Yes

No

If yes, how many?

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

Yes

☒ No

If yes, what?

Using generators? Yes No

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

Yes

No

If yes, how many?

Other electrical power needed?

Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

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

Location of where the water is needed:

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

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

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

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

Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

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

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

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

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

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

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

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

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):

This is a city paid memorial.

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.



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Change Order - Wastewater Treatment Plant and Myrtle Lift Station
Improvements Contract

Recommendation:

Approve Change Order No. 3 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager
FROM: Mike Osborn, Director of Public Works
DATE: April 29, 2025

RECOMMENDATION: Approve Change Order No. 3 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements Contract with Heaney General Contracting, Inc. for an extended contract time with Final Completion on April 30, 2025, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

ISSUE STATEMENT

There are currently two improvement projects taking place at the City's wastewater treatment plant, with one being conducted by Heaney General Contracting and the second by Allied Mechanical Services. Both contractors have subcontracted their respective electrical work to Centennial Electric. Heaney General Contracting was to receive a temporary electrical panel from Allied Mechanical Systems and were to relocate the panel to a permanent location. A delay in Allied Mechanical System's schedule, created by equipment supply delays, has prevented Heaney General Contracting from completing this work according to their original schedule.

DESCRIBE THE CONSEQUENCES

Waiting for the panel to become available from Allied Mechanical Systems would result in a long delay of Heaney's project schedule, when all of their other contract work has been completed. A solution has been developed that would allow Allied Mechanical Systems to accept the Heaney General Contracting work of moving the temporary electrical panel to its permanent location, with the actual work still being completed by Centennial Electric.

OWNERSHIP

The WWTP and Myrtle Lift Station are owned by the City and operated by the wastewater treatment plant. The City's engineer, Fishbeck, reviewed and recommended the changes in scope as warranted for the efficient completion of the projects.

SOLUTION

A credit of \$5,802.90 is offered under this contract with Heaney General Contracting, and the same amount of \$5,802.90 is to be applied to Allied Mechanical Services prior to the completion of their project. This change order will result in a net zero-cost change to the City.

FACILITATE IMPLEMENTATION

Approve Change Order No. 3 to the Wastewater Treatment Plant and Myrtle Lift Station Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents.

ATTACHMENTS

1. WWTP Myrtle and East Pipe Gallery_Heaney CO #3_signature page
2. CO03_2025_0415

**Change Order No. 3
To Contract for
WWTP and Myrtle Lift Station Improvements
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	\$7,555,058.00
CHANGE ORDER NOS. 1 and 2	\$163,502.57
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDERS NO. 2	\$7,713,560.57
CHANGE ORDER NO. 3	(\$5,802.90)
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3	\$7,707,757.67

REASON FOR AMENDMENT:

As outlined in the attached memo from Fishbeck, a credit is offered for electrical services that were not provided related to PP-D, in order to close out the project. The change to the East Pipe Gallery component will be a decrease of \$5,802.90. The changes outlined in this change order will adjust the final completion date to April 30, 2025.

Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

Andrew Johnson, Project Manager
Heaney General Contracting, Inc

Date:

ACCEPTED BY:

Michael Osborn, Director of Public Works

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

CHANGE ORDER
 PAGE 1 OF 2

CONTRACT FOR:	Jackson WWTP and Myrtle Lift Station Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Heaney General Contracting, Inc. 7560 Carpenter Road Ypsilanti, MI 48197
ENGINEER:	Fishbeck 39500 MacKenzie Drive, Suite 100 Novi, MI 48377
ATTACHMENTS:	Proposal from Heaney
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:	
ITEM NO. 1: Potential Change Order 7 revised March 6, 2025 Proposal regarding "PP-D Panel Install Removed from Contract" is approved to delete the installation of the temporary distribution panel (TDP) as the new PP-D panel, including the relocation of permanent feeders from MCC-D to PP-D, and to delete the demolition of MCC-D. This work is related to the East Pipe Gallery project component. DELETE: \$5,802.90	

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract time:
<u>\$7,550,058.00</u>	Substantial Completion: <u>July 29, 2024</u>
	Ready for final payment: <u>September 30, 2024</u>
Previous Change Order Nos.: 1, 2	Net change from previous Change Orders:
<u>\$163,502.57</u> increase	<u>155 Days</u> increase
Contract Price prior to this Change Order:	Contract Time prior to this Change Order:
<u>\$7,713,560.57</u>	Substantial Completion: <u>December 31, 2024</u>
	Ready for final payment: <u>March 4, 2025</u>
Net change of this Change Order:	Net change of this Change Order:
<u>\$5,802.90</u> decrease	<u>57 Days</u> increase (final completion only)
Contract Price with all approved Change Orders:	Contract Time with all approved Change Orders:
<u>\$7,707,757.67</u>	Substantial Completion: <u>December 31, 2024</u>
	Ready for final payment: <u>April 30, 2025</u>

CHANGE ORDER
PAGE 2 OF 2

RECOMMENDED

By: Erin Szczegielniak
Engineer

Erin H. Szczegielniak, PE,
Project Manager
Name and Title of Signatory

Date: April 15, 2025

END OF CHANGE ORDER



Heaney General Contracting, Inc.
 7560 Carpenter Rd.
 Ypsilanti, Michigan 48197
 Phone: (734) 434-9330
 Fax: 7344341220

Project: 211084 - Jackson Wastewater Treatment Plant & Myrtle Lift
 Station Improvements
 2995 Lansing Ave
 Jackson, Michigan 49202
 Phone: 517-788-4075)

Prime Contract Change Order #007: PP-D Panel Install Removed from Contract

TO:	City of Jackson 161 W. Michigan Ave Jackson, Michigan 49201	FROM:	Heaney General Contracting, Inc. 7560 Carpenter Rd. Ypsilanti, Michigan 48197
DATE CREATED:	3/06/2025	CREATED BY:	Andy Johnson (Heaney General Contracting, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	2:WWTP and Myrtle Lift Station Improvements	TOTAL AMOUNT:	(\$5,802.90)

DESCRIPTION:CE #024 - PP-D Panel Removed from Contract

Due to the delay in handover of the PP-D panel from Allied Mechanical's concurring contract at the Treatment Plant, we agreed to temporarily wire up the new VFD's using the existing MCC-D in a previous change order. This change order removes the install of PP-D from our contract, so the electrical subcontractor, Centennial Electric, of both our contract and Allied Mechanical's can install and charge for the installation of PP-D under Allied Mechanical's contract. This adjustment will allow for Heaney GC's contract to be completed without the delay from the panel delivery, saving both the owner and contactor administrative dollars.

ATTACHMENTS:

[Jackson WWTP PH2 & Myrtle- Install TDP Permanently Credit Quote 10-12-2023.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
032	PP-D Panel Install Removed from Contract		(\$5,802.90)
Total:			(\$5,802.90)

CHANGE ORDER LINE ITEMS:**PCO # 032: PP-D Panel Install Removed from Contract**

#	Budget Code	Description	Amount
1	2.260000.E 2. PP-D, VFDs [RSP7,8, PEP 1,2]	Remove PP-D install from our contract	\$(5,046.00)
Subtotal:			\$(5,046.00)
Jackson WWTP 15% Markup to GC Line (15.00%):			\$(756.90)
Grand Total:			\$(5,802.90)

The original (Contract Sum)	\$7,550,058.00
Net change by previously authorized Change Orders	\$163,502.57
The contract sum prior to this Change Order was	\$7,713,560.57
The contract sum would be changed by this Change Order in the amount of	(\$5,802.90)
The new contract sum including this Change Order will be	\$7,707,757.67
The contract time will not be changed by this Change Order.	



**Erin Szczegielniak (Fishbeck
Engineering)**

39500 MacKenzie Dr
Novi, Michigan 48377

City of Jackson

161 W. Michigan Ave
Jackson, Michigan 49201

Heaney General Contracting, Inc.

7560 Carpenter Rd.
Ypsilanti, Michigan 48197

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

O 517.543.9900
F 517.543.9911



PO BOX 490
POTTERVILLE, MI 48876

10/12/2023

ATT: Andrew Johnson
Heaney General Contracting
7560 Carpenter Rd.
Ypsilanti, MI 48197

RE: City of Jackson WWTP Phase 2 & Myrtle Lift Station- Credit for Reduction of Scope:
Install TDP Permanently PP-D

Dear Mr. Johnson,

Centennial Electric, LLC, is pleased to quote you for the above mentioned project. We have included the following:

- Credit to eliminate the scope of work which includes installing TDP tub and guts permanently in Powerhouse Building as PP-D
- Credit to eliminate the scope of work to rework permanent feeders from MCC-D to TDP/PP-D and terminate

Material:	(221.00)
Labor:	(4,155.00)
Tax:	(14.00)
OH&P:	(656.00)
Total:	\$ (5,046.00)

Please do not hesitate to contact me with any questions.

Sincerely,

Trevor Strang
Project Manager
Centennial Electric LLC

Bid Summary Report

Jackson WWTP & Myrtle Lift Station Estimator: Mike

Job #2219

Job Name: Jackson WWTP & Myrtle Lift Station

Contractor:

Estimator: Mike

Notes:

Bid Date: 1/17/2023

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Install TDP in Powerhouse Permanently	\$221.00	100.00%	\$221.00	41.92	100.00%	41.92

Top Sheet

Raw Cost	\$4,376.11	Sales per Month	\$0.00
Tax	\$13.26	Return per Month	\$0.00
Raw Cost with Tax	\$4,389.37	Price per Square Foot	\$0.00
Overhead	\$656.42	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$656.42	Job Months	0.00
Total Return %	13.01%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	99.12
Price	\$5,045.79	Workers per Day	0.00
Bond	\$0.00	Total Hours	41.92
Sell Price	\$5,045.79	Markup Sales Tax (Overhead)	No
Adjusted Sell	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00%	\$0.00	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Journeyman 252	100.00%	41.92	\$99.12	\$0.00	0.00%	\$4,155.11
Foreman 252	0.00%	0.00	\$113.99	\$0.00	0.00%	\$0.00
General Foreman 252	0.00%	0.00	\$123.90	\$0.00	0.00%	\$0.00
Totals	100.00%	41.92	\$99.12	\$0.00	0.00%	\$4,155.11

Bid Summary Report

Jackson WWTP & Myrtle Lift Station Estimator: Mike

Job #2219

Mark Ups	OVERHEAD					PROFIT	
	Total		%	Amount		%	Amount
Materials	\$221.00	+	15.00%	\$254.15	+	0.00%	\$254.15
Labor	\$4,155.11	+	15.00%	\$4,778.38	+	0.00%	\$4,778.38
Supplier Quotes	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
SubContractors	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Fixtures Quotes	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Totals	\$4,376.11		15.00%	\$5,032.53		0.00%	\$5,032.53

Tax Report		Taxed Amount	Tax Rate %	Tax Amount
Materials		\$221.00	6.00%	\$13.26
Labor		\$4,155.11	0.00%	\$0.00
Supplier Quotes		\$0.00	6.00%	\$0.00
SubContractors		\$0.00	0.00%	\$0.00
Direct Job Expense		\$0.00	0.00%	\$0.00
Equipment Rental		\$0.00	6.00%	\$0.00
Fixtures Quotes		\$0.00	6.00%	\$0.00
		Total Tax:		\$13.26

Job Name: Jackson WWTP & Myrtle Lift Station
 Job Number: 2219
 Extension Name: Install TDP in Powerhouse Permanently

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					\$221.00			41.92		100%	100%
CCode: <none>					\$0.00			0.00		0%	0%
CCode: <undefined>					\$221.00			27.00		100%	64.41%
60,165	Pull Back Conduits to PP-D for Perm	1.00	\$0.00		\$0.00	13.00	E	13.00			
60,169	Mount TDP and Guts	1.00	\$125.00	E	\$125.00	6.00	E	6.00			
60,170	Install 3P I Line Breaker	8.00	\$12.00	E	\$96.00	1.00	E	8.00			
CCode: Branch Rough					\$0.00			0.00		0%	0%
CCode: Feeder Rough					\$0.00			0.00		0%	0%
CCode: Hangers/Anchors					\$0.00			0.00		0%	0%
CCode: Straps					\$0.00			0.00		0%	0%
CCode: Fuses					\$0.00			0.00		0%	0%
CCode: Lugs/Termination/Ground					\$0.00			14.92		0%	35.59%
5,736	12 GA TERMINATION	3.00	\$0.00	X	\$0.00	0.14	E	0.42	SI		
5,737	10 GA TERMINATION	5.00	\$0.00	X	\$0.00	0.14	E	0.70	SI		
5,738	8 GA TERMINATION	6.00	\$0.00	X	\$0.00	0.30	E	1.80	SI		
5,740	4 GA TERMINATION	3.00	\$0.00	X	\$0.00	0.40	E	1.20	SI		
5,741	3 GA TERMINATION	9.00	\$0.00	X	\$0.00	0.45	E	4.05	SI		
5,747	4/0 TERMINATION	9.00	\$0.00	X	\$0.00	0.75	E	6.75	SI		
CCode: Branch Wire					\$0.00			0.00		0%	0%
CCode: Feeder Wire					\$0.00			0.00		0%	0%
					\$221.00			41.92			



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Assessor's Contract Renewal

Recommendation:

Approval of a three-year Professional Services Agreement in the amount of \$105,554.40 annually with Quality Assessing Services, LLC for assessment services starting May 1, 2025 through April 30, 2028.

AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT (“Agreement”), made and entered into this ___ day of April, 2025, by and between the **CITY OF JACKSON**, 161 W Michigan Ave, Jackson MI 49201, hereinafter referred to as “**City**,” and Quality Assessing Services LLC, 5912 S Rickfield Rd, Jackson MI 49201, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, it is the intent of the City to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance By Appointed Assessor:

By approving this Agreement, City Council is appointing Jason Yoakam as the City Assessor. It is the parties’ intent that Mr. Yoakam be employed solely by Contractor. The Contractor shall ensure that Mr. Yoakam has and maintains his assessor certification level of Michigan Master Assessing Officer (MMAO) during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, as are required by City Charter and ordinance, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. Jason Yoakam, as appointed City Assessor, shall further assume all duties as required of a City department head, subject to review and oversight of the City Manager as may be required. In the event

material changes in the laws, statutes, rules, ordinances, guidelines during the term of this Agreement result in a substantial additional work burden on the Contractor, then the Contractor and City shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall maintain eight (8) office hours every two weeks at City Hall at the above address, as follows:

- A. The Contractor shall devote eight (8) hours every two weeks to maintaining office hours at the City office for public appointments.
- B. If specified office days of the Contractor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Contractor, however, an alternate day will be substituted.

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.3, the Contractor agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall ensure all new construction and real estate improvements are physically observed through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall ensure that damaged or destroyed properties are physically observe with respect to the making of any loss adjustments as shall be necessary in the performance of contractor duties. To assist with this requirement, the City shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.7 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, etc.), and special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor shall prepare a report annually summarizing the entire year that shall advise the City of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement. The City shall have the right at any time to require the Contractor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Contractor may choose to have a certified staff member from the City Assessor's Office in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the City Charter, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal.

The Contractor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Contractor is unable to attend these sessions, however, the Contractor must supply the City Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Jackson County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the City in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal will be referred to the City Attorney. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Contractor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose

of defending said appeal. City hereby authorizes Contractor, subject to approval by City Attorney, to settle where Contractor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included in the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Contractor or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the City for such further assistance as is required by the City in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf of the City in any proceedings. Mileage expenses for out-of-city travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Contractor shall keep the City Attorney informed of appeals and provide the City Attorney with any recommendation regarding said proceedings, the manner in which the same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

This contractor shall oversee the annual inspection of 20% (+/-) of the properties in each class. Physical inspection and pricing of the same shall be completed by the City employees at the direction of the Contractor. Should the City desire all properties to be re-inspected in less than a 5 year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the

City. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Jackson County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the City when requested by the City Manager by attending any annual Jackson County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist City staff in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation for contractor staff and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the City that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, be considered employees of the Contractor and not employees of the City. The Contractor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Contractor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2025 and each subsequent year thereafter during the contract term, at the City Manager's request, the Contractor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together

with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the City offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be borne by the Contractor.

1.23 Special Assessments:

The Contractor is responsible for determination and conducting the preparation of special assessment rolls for City projects such as streets and meterless parking. The Contractor shall work with City departments and staff in the gathering and preparation of special assessments, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on May 1, 2025. Unless sooner terminated, this Agreement shall, by its terms, expire April 30, 2028.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Contractor for any information, materials or documents which are turned over to City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Contractor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being April 1, 2028.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from May 1, 2025 - April 30, 2028, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period of May 1, 2025 through April 30, 2028, the sum of \$105,554.40 at a rate of \$8,796.20 per month. In addition to the rate set forth herein for the Contract term, Contractor shall be further entitled to receive any City Council approved cost-of-living (COLA) wage increase provided to non-union employees annually, during the Contract term.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide Contractor with access to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The City shall provide the Contractor with appropriate tax parcel maps, office space and furniture, telephone, personal desktop office computer for use at City Hall, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access, including remote access, to the City's computer network for the use of the following software products: BS&A, Microsoft Office, ARC Gis, and other applications already in use by the City Assessor's office. The City's Internet website will also have available on-line to the Contractor and the public property record cards, digital photographs and tax payment information. The Contractor shall not download or upload any software to the City's network, except with the City's prior written approval. The Contractor shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the City. Further, Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the City's computer network.

The Contractor agrees that City equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The City will maintain the hardware, software

and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes, disks or any other generally accepted medium of methods that ensure the recovery of data. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall continue the maintenance of tax maps through their GIS office and cooperation with Jackson County GIS in the maintenance of the parcel layer. Contractor will, when applicable, request approval from the Michigan Department of Treasury for continuation of computerized tax roll system.

4.5 Office Supplies:

The City shall provide the Contractor with office supplies for use while at City Hall, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.6 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims, full Tax Tribunal hearings, and all other legal matters that are of proper concern to the City, should the need arise.

4.7 Staffing Levels:

The City shall maintain a staffing level at a minimum of 4 FTE's to ensure the assessing office has adequate staff to complete the 20% reappraisal program and daily processing of documents, permits and special assessments.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the City may request and the Contractor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the City from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the City harmless and defend and indemnify the City from any claims for bodily injury, death or property damage that may arise due to its acts or negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the City, at its expense, a certified Level II Contractor to perform any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days)..

6.4 Professional Standards:

The Contractor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Contractor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Contractor shall act and preserve the confidentiality of all City documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for

information under the Freedom of Information Act shall be immediately forwarded to the City Attorney's office for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Jackson and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Jackson's City Council and Quality Assessing Services LLC. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Contractor.

6.11 Covenant Not To Discriminate:

Contractor agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be

delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

6.12 Entire Agreement:

This Agreement constitutes the entire agreement for professional assessing services by and between the City, Contractor, and Jason Yoakam, as appointed City Assessor. This Agreement supersedes and any all prior employment agreements by and between the City and Jason Yoakam, whether written or oral, as of the date executed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

City of Jackson:

By: _____
Jonathan Greene, City Manager

Dated: April __, 2025

By: _____
Andrea Muray, City Clerk

Dated: April __, 2025

Quality Assessing Services LLC:

By: _____
Jason Yoakam, Owner

Dated: April __, 2025

AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT (“Agreement”), made and entered into this ___ day of April, 2025, by and between the **CITY OF JACKSON**, 161 W Michigan Ave, Jackson MI 49201, hereinafter referred to as “**City**,” and Quality Assessing Services LLC, 5912 S Rickfield Rd, Jackson MI 49201, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, it is the intent of the City to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance By Appointed Assessor:

By approving this Agreement, City Council is appointing Jason Yoakam as the City Assessor. It is the parties’ intent that Mr. Yoakam be employed solely by Contractor. The Contractor shall ensure that Mr. Yoakam has and maintains his assessor certification level of Michigan Master Assessing Officer (MMAO) during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, as are required by City Charter and ordinance, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. Jason Yoakam, as appointed City Assessor, shall further assume all duties as required of a City department head, subject to review and oversight of the City Manager as may be required. In the event

material changes in the laws, statutes, rules, ordinances, guidelines during the term of this Agreement result in a substantial additional work burden on the Contractor, then the Contractor and City shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall maintain eight (8) office hours every two weeks at City Hall at the above address, as follows:

- A. The Contractor shall devote eight (8) hours every two weeks to maintaining office hours at the City office for public appointments.
- B. If specified office days of the Contractor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Contractor, however, an alternate day will be substituted.

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.3, the Contractor agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall ensure all new construction and real estate improvements are physically observed through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall ensure that damaged or destroyed properties are physically observe with respect to the making of any loss adjustments as shall be necessary in the performance of contractor duties. To assist with this requirement, the City shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.7 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, etc.), and special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor shall prepare a report annually summarizing the entire year that shall advise the City of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement. The City shall have the right at any time to require the Contractor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Contractor may choose to have a certified staff member from the City Assessor's Office in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the City Charter, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal.

The Contractor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Contractor is unable to attend these sessions, however, the Contractor must supply the City Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Jackson County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the City in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal will be referred to the City Attorney. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Contractor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose

of defending said appeal. City hereby authorizes Contractor, subject to approval by City Attorney, to settle where Contractor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included in the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Contractor or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the City for such further assistance as is required by the City in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf of the City in any proceedings. Mileage expenses for out-of-city travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Contractor shall keep the City Attorney informed of appeals and provide the City Attorney with any recommendation regarding said proceedings, the manner in which the same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

This contractor shall oversee the annual inspection of 20% (+/-) of the properties in each class. Physical inspection and pricing of the same shall be completed by the City employees at the direction of the Contractor. Should the City desire all properties to be re-inspected in less than a 5 year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the

City. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Jackson County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the City when requested by the City Manager by attending any annual Jackson County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist City staff in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation for contractor staff and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the City that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, be considered employees of the Contractor and not employees of the City. The Contractor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Contractor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2025 and each subsequent year thereafter during the contract term, at the City Manager's request, the Contractor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together

with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the City offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be borne by the Contractor.

1.23 Special Assessments:

The Contractor is responsible for determination and conducting the preparation of special assessment rolls for City projects such as streets and meterless parking. The Contractor shall work with City departments and staff in the gathering and preparation of special assessments, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on May 1, 2025. Unless sooner terminated, this Agreement shall, by its terms, expire April 30, 2028.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Contractor for any information, materials or documents which are turned over to City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Contractor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being **April 1, 2028**.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from May 1, 2025 - April 30, 2028, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period of May 1, 2025 through April 30, 2028, the sum of \$105,554.40 at a rate of \$8,796.20 per month. In addition to the rate set forth herein for the Contract term, Contractor shall be further entitled to receive any City Council approved cost-of-living (COLA) wage increase provided to non-union employees annually, during the Contract term.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide Contractor with access to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The City shall provide the Contractor with appropriate tax parcel maps, office space and furniture, telephone, personal desktop office computer for use at City Hall, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access, including remote access, to the City's computer network for the use of the following software products: BS&A, Microsoft Office, ARC Gis, and other applications already in use by the City Assessor's office. The City's Internet website will also have available on-line to the Contractor and the public property record cards, digital photographs and tax payment information. The Contractor shall not download or upload any software to the City's network, except with the City's prior written approval. The Contractor shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the City. Further, Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the City's computer network.

The Contractor agrees that City equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The City will maintain the hardware, software

and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes, disks or any other generally accepted medium of methods that ensure the recovery of data. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall continue the maintenance of tax maps through their GIS office and cooperation with Jackson County GIS in the maintenance of the parcel layer. Contractor will, when applicable, request approval from the Michigan Department of Treasury for continuation of computerized tax roll system.

4.5 Office Supplies:

The City shall provide the Contractor with office supplies for use while at City Hall, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.6 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims, full Tax Tribunal hearings, and all other legal matters that are of proper concern to the City, should the need arise.

4.7 Staffing Levels:

The City shall maintain a staffing level at a minimum of 4 FTE's to ensure the assessing office has adequate staff to complete the 20% reappraisal program and daily processing of documents, permits and special assessments.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the City may request and the Contractor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the City from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the City harmless and defend and indemnify the City from any claims for bodily injury, death or property damage that may arise due to its acts or negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the City, at its expense, a certified Level II Contractor to perform any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days)..

6.4 Professional Standards:

The Contractor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Contractor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Contractor shall act and preserve the confidentiality of all City documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for

information under the Freedom of Information Act shall be immediately forwarded to the City Attorney's office for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Jackson and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Jackson's City Council and Quality Assessing Services LLC. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Contractor.

6.11 Covenant Not To Discriminate:

Contractor agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be

delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

6.12 Entire Agreement:

This Agreement constitutes the entire agreement for professional assessing services by and between the City, Contractor, and Jason Yoakam, as appointed City Assessor. This Agreement supersedes and any all prior employment agreements by and between the City and Jason Yoakam, whether written or oral, as of the date executed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

City of Jackson:

By: _____
Jonathan Greene, City Manager

Dated: April __, 2025

By: _____
Andrea Muray, City Clerk

Dated: April __, 2025

Quality Assessing Services LLC:

By: _____
Jason Yoakam, Owner

Dated: April __, 2025



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Ordinance Amendment - Chapter 28, Section 73 of the Zoning Ordinance

Recommendation:

Approve the first reading of a revision to the Zoning Ordinance, Chapter 28 Section 73, reducing lot width, lot size, and side yard setbacks in the R-1 zoning district.

Approve the first reading of a revision to Chapter 28, Section 73 of the Zoning Ordinance

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the first reading of a revision to the Zoning Ordinance, Chapter 28 Section 73, reducing lot width, lot size, and side yard setbacks in the R-1 zoning district.

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



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: April 29, 2025

RECOMMENDATION: Approve the first reading of a revision to the Zoning Ordinance, Chapter 28 Section 73, reducing lot width, lot size, and side yard setbacks in the R-1 zoning district.

ISSUE STATEMENT

The City of Jackson has many parcels that do not meet our minimum lot width or lot size. The parcels are not able to be developed due to the current ordinance specifications. Chapter 28-73 as written, hinders the ability to champion a diverse range of developers. With current home engineering and the cost savings associated with narrow floor plans, our 60 foot minimum lot width leaves homes with 15- 20 foot setbacks. The existing housing stock in these neighborhoods have 8-10 foot setbacks often and leaves an undesirable landscape. The city of Jackson's Planning Commission approved revisions to Chapter 28, Section 73, at their April 21, 2025 meeting.

DESCRIBE THE CONSEQUENCES

By leaving these parcels vacant the City incurs costs for mowing, trash removal, and maintenance of sidewalks. The parcels do not generate any tax revenue.

OWNERSHIP

Community Development is responsible for the City's master plan and the need for our neighborhoods to continue to flourish through development and stabilization.

SOLUTION

The text amendment to Chapter 28-73 reducing our minimum lot width to 44 feet, our minimum lot size to 5500 Square feet, and our minimum side yard setbacks to 8/18 feet will allow for more utilization and development of the City's vacant parcels. The change will allow for the smaller footprint home to more closely match existing housing stock setbacks and allow for a wider range of developers to build affordable housing for our residents.

FACILITATE IMPLEMENTATION

To approve revisions to the Zoning Ordinance, Chapter 28 Section 73, reducing lot width, lot size, and side yard setbacks in the R-1 zoning district.

ATTACHMENTS

1. Ammended Chapter 28 - 73, 76 3.28.2025 for City Council

City Council
April 29, 2025, meeting

**To hear and review revisions to Chapter 28-73 Ordinance pertaining to lot area,
width, yard, building height requirements in the R-1 zoning district**
To hear and review Chapter 28-76 Compliance with regulations

GENERAL INFORMATION

Subject Location: The City of Jackson Proposed Ordinance Revision

Sec. 28-73. Lot area, width, yard, building height requirements—Residential districts.

	R-1	R-2	R-3	R-4	R-6
Lot Area (minimum):					
1-Family	7,500 5,500 sq. ft.	7,500 sq. ft.	7,500 sq. ft.	7,500 sq. ft.	7,500 sq. ft.

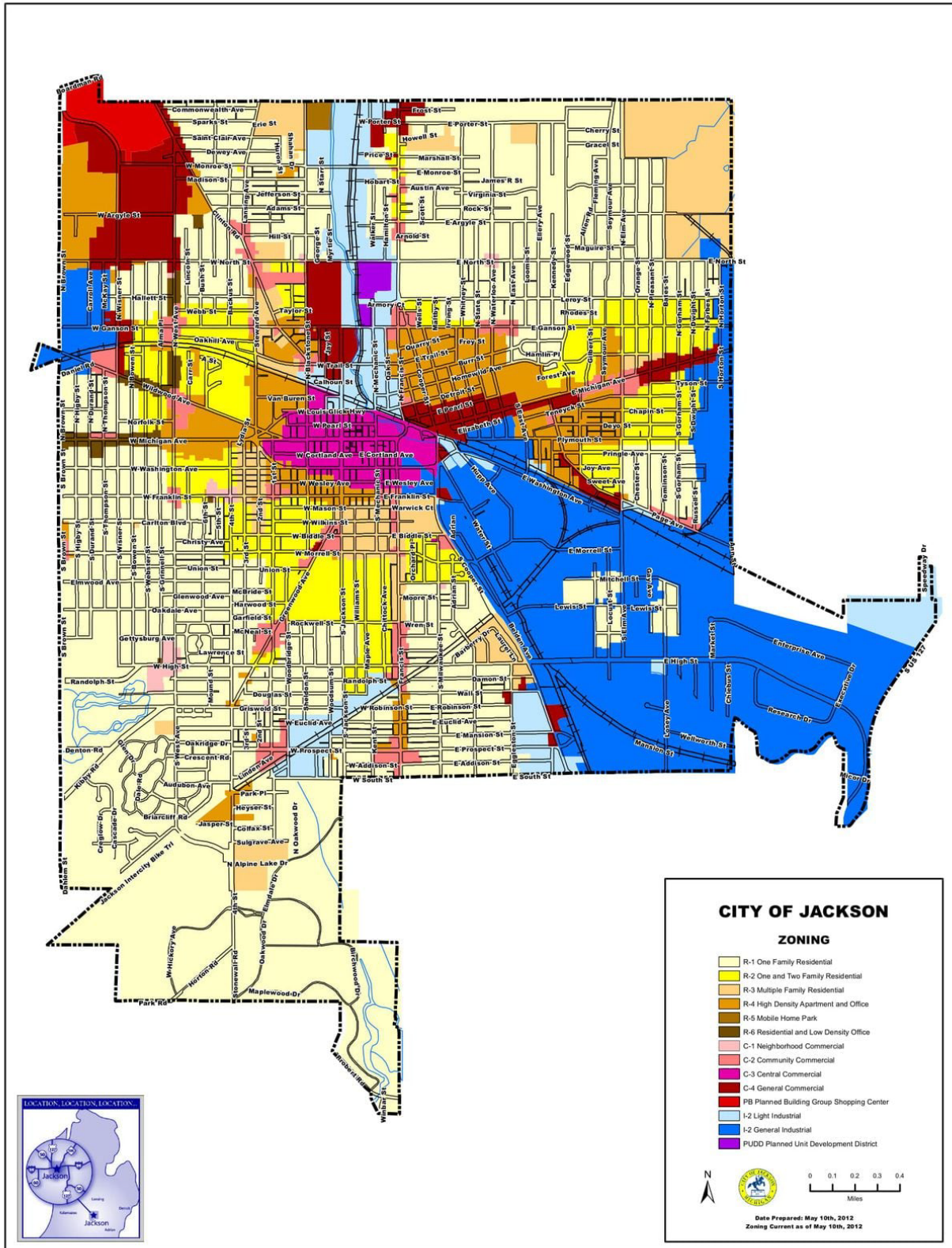
Lot Width (minimum):					
1-Family	60 ft. 44 ft.	60 ft.	60 ft.	NA	60 ft.

Front yard	35 ft.	35 ft.	25 ft.	25 ft.	35 ft.
Side yard**:					
1-Family	8/20 ft. 8/18 ft.	8/20 ft.	10/25 ft.	For all structures	8/20 ft.

Sec. 28-76. Compliance with regulations.

- (a) No building or structure shall be erected or altered contrary to the regulations prescribed for the district in which the building or structure is located.
- (b) No yard or lot existing on ~~October 20, 1988~~ ~~TBD~~ shall be reduced in dimension or area below the minimum requirements set forth for the district in which the yard or lot is located. Yards or lots created after the effective date of this chapter shall meet at least the minimum requirements established by this chapter.
- (c) No part of a yard or other open space required for or in connection with any structure for the purpose of complying with this chapter shall be included as part of a yard or open space required for compliance by any other structure.

SITE/PROPERTY DESCRIPTION



Examples of lots with proposed lot width of 44'



Maltby lots with 22' wide homes with 60' lot width





DEVELOPMENT POTENTIAL

The Planning Commission should consider the needs for diverse affordable housing and the changes to the zoning ordinance potential impact to increase the number of single-family home.

ESSENTIAL FACILITIES AND SERVICES

The City of Jackson's engineering department (Troy White) stated the ability to provide essential services to the public will not be affected by the increased density in the R-1 zoning district.

TRAFFIC IMPACT AND SITE ACCESS

Traffic patterns and density will not affect the city negatively as the lots that are buildable are spread across the city.

CONCLUSION/FINDINGS

The amendment to the Chapter 28 ordinances will have a positive impact on the community and will allow the city to increase density. The City of Jackson's mission to improve the quality of life for our residents and to make Jackson a vibrant and welcoming city are best served by the Planning Commission's approval of this amendment.



R. John O'Connor

Code Enforcement Officer

IPMC Certified Housing Inspector

Director of Planning

Building Inspector and Plan Reviewer

Community Development

City of Jackson

161 W. Michigan Ave

Jackson, MI 49201

(517) 768-6426 Office

(517) 812-5683 Cell



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: Marihuana License Stakeholder Amendment - SMOK/JARS

Recommendation:

Approve the stakeholder amendment for the Marihuana License held by SMOK/Jars, located at 810 W Argyle, as recommended by the Marihuana Licensing Review Committee.

Andrea Muray

From: Shane LaPorte
Sent: Friday, April 11, 2025 11:59 AM
To: Andrea Muray
Subject: RE: JARS/ SMOK Entity Amendment

All 5 members of the Marihuana Review Committee have vote Yes to approve



MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: April 29, 2025

SUBJECT: F/Y 2025/26 CDBG and HOME Projects and Final Funding Allocations

Recommendation:

Confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Final Funding Allocations for those Projects.

Confirm CDBG and HOME projects for Fiscal Year 2025 – 2026 and final funding allocations for those projects.

Included is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council confirm CDBG and HOME projects for Fiscal Year 2025 – 2026 and final funding allocations for those projects.

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

JG



DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: April 29, 2025

RECOMMENDATION: Confirm CDBG and HOME projects for Fiscal Year 2025 – 2026 and final funding allocations for those projects.

ISSUE STATEMENT

The City of Jackson must confirm CDBG and HOME projects for Fiscal Year 2025 – 2026 and establish final funding allocations for those projects.

DESCRIBE THE CONSEQUENCES

The Annual Action Plan, submitted to HUD each year, must contain final activities and funding allocations to be undertaken by the City of Jackson using Community Development Block Grant and HOME Investment Partnership funds. The Annual Action Plan must be submitted to HUD on or about May 17, and will be considered for approval by City Council during their May 13, 2025 meeting.

OWNERSHIP

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

SOLUTION

The U.S. Department of Housing and Urban Development (HUD) will publish its annual formula allocations to entitlement communities and participating jurisdictions on or about May 15, 2025. The allocations below are estimates for 2025-2026 program year funding. It is the hope of staff that final allocation amounts will be provided in time for review with the submission of the 5-year Consolidated Plan and the Annual Action Plan, to be considered by City Council at their May 13th, 2025 meeting.

CDBG

HOME

Grants funds received for FY 2024-2025	\$1,217,001	\$278,557
Less 3% in anticipation of a reduction of funds	-36,500	-8,400
Estimated Program Income	75,200	20,200
Estimated 2025-2026 Revenue:	\$1,255,701	\$290,357

Any decrease or increase in the final allocation for HOME funds will be absorbed in the “homebuyer” activity. Any increase or decrease in the final allocation for CDBG funds will be absorbed in the “rehabilitation” activity. Attached are spreadsheets delineating City Council’s preliminary allocations, made on February 11, 2025, and staff’s final requested allocations. Staff reminds City Council that once it establishes final allocations and the Action Plan is submitted to HUD, no activities can be added or deleted without triggering a substantial amendment. A substantial amendment requires public notification with a reasonable timeframe and opportunity to comment, which could thus result in a late submission of the Action Plan to HUD and, in turn, delay the onset of project funding.

FACILITATE IMPLEMENTATION

Requested action is for City Council to confirm Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Projects for Fiscal Year 2025 – 2026 and Establish Final Funding Allocations for those Projects.

ATTACHMENTS

1. 2025-26 CDBG-HOME Allocations

**2025-2026 Community Development Block Grant
Allocation Process**

Program	Recommendations	Prelim Allocations (February 11, 2025)	Final Staff Recommendation	Final Allocations (April 29, 2025)
Public Service				
	\$ -			
<i>Public Service Subtotal:</i>	\$ -	\$ -		\$ -
Public Service Cap: \$188,355.15				
Administration and Planning				
General Administration	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
<i>Admin/Planning Subtotal:</i>	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -
Admin/Planning Cap: \$251,140.20				
Other Projects				
Community Development Dept.				
Rehabilitation	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	
Rehabilitation Administration	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
Demolition	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	
City Attorney's Office				
Code Enforcement (AHB)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
DPW				
Streetscape (sidewalks, street trees)	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
Engineering				
Streetlighting	\$ 330,701.00	\$ 330,701.00	\$ 330,701.00	
<i>Other Projects Subtotal:</i>	\$ 1,105,701.00	\$ 1,105,701.00	\$ 1,105,701.00	\$ -
Total:	\$ 1,255,701.00	\$ 1,255,701.00	\$ 1,255,701.00	\$ -
Available Funding:	\$ 1,255,701.00	\$ 1,255,701.00	\$ 1,255,701.00	\$ -
	(Estimate)	(Estimate)	(Estimate)	(Actual)

Estimated Funding: \$1,180,501 CDBG + \$75,200 program income = \$1,255,701

2025-2026 HOME Investment Partnerships Program
Allocation Process

Projects	Recommendations	Prelim Allocations (February 11, 2025)	Final Staff Recommendation	Final Allocations (April 29, 2025)
Community Development Dept.				
Administration ¹	\$ 29,000	\$ 29,000	\$ 29,000	
Community Housing Development Organization (CHDO)				
CHDO Reserve ²	\$ 261,357	\$ 44,000	\$ 44,000	
CHDO Operating Expenses ³				
Homebuyer		\$ 217,357	\$ 217,357	
Total:	\$ 290,357	\$ 290,357	\$ 290,357	\$ -
Available Funding:	\$ 290,357 (Estimate)	\$ 290,357 (Estimate)	\$ 290,357 (Estimate)	(Actual)

Estimated Funding: \$270,157 HOME + \$20,200 program income = \$290,357

Restrictions

¹Administration - no more than 10% of allocation (\$29,035.70)

²CHDO Reserve - no less than 15% of allocation (\$43,553.55)

³CHDO Operating Expenses - no more than 5% of allocation (\$14,517.85)



MEMO TO: Mayor and City Councilmembers
FROM: Jonathan Greene, City Manager
DATE: April 29, 2025
SUBJECT: MICH-Grant Visitable Homes Construction Contract

Recommendation:

Approve the contract with Norfolk Homes of Michigan LLC for the construction of four (4) MICH homes, for the total amount of \$800,000; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of required lots to the recommended builder; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

Approve the contract with Norfolk Homes of Michigan LLC for the construction of four (4) MICH homes, for the total amount of \$800,000; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of required lots to the recommended builder; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the MICH construction contract for four (4) visitable homes.

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 29, 2025

RECOMMENDATION: Approve the contract with Norfolk Homes of Michigan LLC for the construction of four (4) MICH homes, for the total amount of \$800,000; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of required lots to the recommended builder; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

ISSUE STATEMENT

The City of Jackson was awarded a grant of \$800,000 from the Michigan State Housing Development Authority (MSHDA) for the MICH program, for the construction of four (4) visitable homes in the City of Jackson. The City's participation in the MICH program aligns with its long-term housing goals, as outlined in the City's Five-Year Consolidated Plan, emphasizing inclusivity, accessibility, and housing equity. The Jackson City Council approved the acceptance of this grant (grant # ARP-2023-274-MIC) on August 15, 2023. A request for proposals for builders was released on April 14, 2025, and all bids were due by April 28, 2025. Bids were reviewed by Community Development Department staff, and the recommended builder will make a strong partner for the construction of these homes. MICH homes will be constructed on four (4) City-owned lots, including 464 Cooper Street, 651 Cooper Street, 337 W. Mason Street, and 332 W. Wilkins Street. Homes will be donated to qualifying applicants, to be selected via a MSHDA-approved screening process administered by Community Development Department staff.

DESCRIBE THE CONSEQUENCES

The Michigan State Housing Development Authority (MSHDA) is in charge of MICH grant funds. The construction of MICH homes must be completed, all homes occupied, by April 30, 2026. Considering weather and additional possible delays in the building process, it is recommended that construction of these homes begin as soon as possible.

OWNERSHIP

Staff from the Community Development Department are in charge of the application, administration, and reporting of the MSHDA MICH grant award.

SOLUTION

The approval of this agreement is needed to award the construction contract for the MICH homes. City staff have carefully reviewed all submitted bids, and all required documents, qualifications, and construction specifications are in order.

FACILITATE IMPLEMENTATION

Approve the contract with Norfolk Homes of Michigan LLC for the construction of four (4) MICH homes, for the total amount of \$800,000; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of required lots to the recommended builder; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

ATTACHMENTS

1. Norfolk Home MICH Bid
2. City of Jackson MICH Development Agreement (draft 2)



MICH Homes Program Bid Submittal

Presented By:
Norfolk Homes
8178 Jackson Rd, Ste D
Ann Arbor, MI 48103
Contact: Sean Lefere, COO
734.216.6157

Bids Due: Monday, April 28, 2025
10:00 am

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Norfolk Homes Qualifications and Experience

Since 1992, Norfolk Homes has proudly built homes and communities with unique character, design, and high quality. Norfolk builds many projects, from affordable first homes to classic luxury homes. We take pride in providing new home buyers with innovative plans, hand-crafted construction, energy-efficient design, and high-quality standards. Our developments not only meet our high standards but also exceed our customers. Norfolk typically plans, designs, finances, and manages the construction of developments from the cornfield through home delivery to the customer. Norfolk Homes continues to set the benchmark of new home communities in Southern Michigan and throughout Jackson County, Calhoun County, Washtenaw County, and Livingston County. Norfolk had a separate development office in Huntsville, Alabama, and Nashville, Tennessee. Norfolk has closed these two offices to focus exclusively on the Southern Michigan market.

Over the last twenty-five years, Norfolk has completely sold out its units in over 12 separate developments comprising 500+ homes in the Jackson Area. Today, Norfolk is simultaneously building and managing Magnolia Park Development in Summit Township, building on scattered lots throughout Jackson County, and is the primary builder for the Jackson 100 Home program in the City of Jackson. Norfolk is also building nine other developments in Calhoun, Washtenaw, and Livingston Counties.

Norfolk's executive team includes three seasoned professionals with 50+ years of development experience. James Franke, CEO and President, is Norfolk's co-owner, along with his sister Patricia Williams. Under Jim's leadership since 1992, Norfolk delivered its 2,500th home in 2022. Sean Lefere, COO and Vice-President, has advanced in responsibility throughout his 30+ years with Norfolk and now oversees general operations, land development, home building, and the real estate sales team. Mark Johnson, CFO and Treasurer, leads the financial team and worked in project management before completing his MBA and becoming a CPA. Additionally, Norfolk's leadership team includes an experienced Production Manager, Sales Director, Purchasing Director, and Land Development Manager with the intent of closely monitoring trades and construction activities to deliver projects on time and budget while also exceeding the customer's expectations.

Norfolk Homes looks forward to the opportunity to work with the City of Jackson on its "MICH Home Program."

Executive Team

James A. Franke- CEO/President/Owner

James A. Franke graduated from the University of Michigan, Ann Arbor, Michigan, where he received an undergraduate degree in Mechanical Engineering (1983) with a course concentration in the automotive field.

Upon graduation, Jim became an engineer with Chrysler Corporation, working on the development of internal engine components. In 1984, Jim left Chrysler to start his own business, an automotive restoration facility specializing in Jaguars and Austin-Healeys.

In 1986, Jim hired a manager to run the facility and began working daily with his father, Thomas Franke, in his various real estate endeavors. In 1989, Jim expanded his automotive activities by opening a classic car dealership, which also did a limited amount of SCCA racing. In 1993, Jim decided to close the automotive businesses to focus on real estate development.

In 1993, Jim and his brother-in-law created Norfolk Development Corporation to develop and sell multi-family and single-family residential properties. In 2015, Norfolk delivered its 2,000th home. Adding the development that Jim did with his father to the homes built by Norfolk, he has directed the construction of over 2,900 residential units.

Patricia Franke Williams-Owner

Patricia is James's sister and a Marshall High School and Kalamazoo College graduate with a Bachelor of Arts in Economics with a Concentration in International Studies (1985).

She has served as Executive Director for the Marshall United Way and the Franke Center for the Arts. She is the Business Development Manager for the Marshall Area Economic Development Alliance/Choose Marshall. She also serves on the Marshall Community Foundation and Fountain Clinic Boards and volunteers at Oaklawn Hospital and the Franke Center for the Arts.

She has called Marshall, Michigan, home since 1998, where she raised her three children.

Sean Lefere – COO/Vice President

Sean Lefere graduated from Michigan State University's Construction Management program (1995). During his 30+ year tenure at Norfolk Development Corporation, Sean has held various positions of growing advancement, including Project Manager, Purchasing Manager, Vice President of Development, Division President, and currently Vice President/Chief Operating Officer.

Sean holds the Broker's License for Norfolk Realty, overseeing the Sales Department, which consists of a Sales Director and six Sales Associates. He manages over a dozen active single-family

and condominium communities and the custom home division. Additionally, he holds the Michigan Residential Builder's License, which includes a full-service Production, Purchasing, and Land Development team.

Mark P. Johnson – CFO/Treasurer

Mark Johnson attended the University of Michigan on a full-tuition scholarship and graduated with a Mechanical Engineering degree (1981). After graduation, Mark worked as a project engineer, designing and supervising the construction of chemical processing facilities for Amoco Chemicals Corp. (BP). In 1986, Mark completed his MBA with a finance concentration from the Booth School of Business at the University of Chicago.

Mark worked as an expert witness assessing financial damages in commercial litigation for various consulting firms, including PricewaterhouseCoopers and Berkeley Research Group, and most recently as a Managing Director at FTI Consulting. He was also the President/owner of a medical examining firm employing approximately 50 examiners and physicians. Mark is a licensed CPA (Illinois) and a Chartered Global Management Accountant (CGMA).

Mr. Johnson joined Norfolk Homes in 2016 as CFO and Treasurer and aims to expand the residential development portfolio.

Leadership Team

Bryan Riedel – Production Manager

Bryan Riedel has led Production at Norfolk Homes for over 10 years, overseeing a dozen in-house projects, purchasing and warranty managers, and staff. His expertise is in production scheduling, planning, and architecture, and he has over 30 years of experience in the building industry. His background includes production management with Bayberry Construction in Ann Arbor from 1996 to 2001, which led to him starting his own construction company, Riedel Custom Homes, from 2001 to 2009. When the downturn hit and it made sense to close his company, he was then brought into Norfolk Homes.

Lisa Bartleman – Sales Director

Lisa Bartleman has over 25 years' experience in real estate sales and management. Lisa is a graduate of Michigan State University and holds an MBA from Wayne State University. She brings experience in new home sales and sales management to the company, from large national builders like Pulte and DR Horton to local, privately held builders like Ivanhoe Huntley and AP Builders. With this career, she has experienced working in the Washington, D.C., and Maryland, North Carolina, and Michigan markets. Additionally, Lisa has taught business, marketing, management, and entrepreneurial courses at the college level for over a decade.

As Sales Director, Lisa has been with Norfolk Homes for over a year and currently manages a staff of 6. She is responsible for nine active semi-custom single-family and condo communities, the custom home division, all marketing and sales initiatives, the design studio, and the starts and closings department.

She has been a licensed Michigan Real Estate Broker for over 20 years and is actively involved with regular outreach to local real estate brokers. In the past two decades, she has owned and managed two small real estate brokerages and is currently a member of the Ann Arbor Board of Realtors, the Jackson Area Board of Realtors, the Battle Creek Area Association of Realtors, and BRAG, the local Ann Arbor builders and remodelers' association.

Dean A. Franchi, CGB, CR, CAPS, CGP, CMB, Director of Purchasing

Dean Franchi, a construction professional with over 45 years' experience in the Metro Detroit construction industry, oversees Norfolk Homes' day-to-day Purchasing and Estimating responsibilities.

Dean's extensive construction education has earned him the National Association of Home Builders' top four certifications, including "Graduate Master Builder," "Certified Graduate Builder," "Certified Green Professional," and "Certified Aging in Place Specialist," as well as the EPA's "Certified Restorator."

Dean has also served as a guest speaker at several National Association of Home Builders educational events and often lectures to students in Lawrence Technological University's engineering program.

Having constructed over 2,000 single-family and multi-family residential units right here in Michigan, he has accumulated a vast reserve of trades and suppliers and a very detailed understanding of the codes and regulations of many of Southern Michigan's cities and townships.

James Haeussler- Land Development Manager

James (Jim) Haeussler is a graduate of the University of Toledo with a BBA in Finance and an MS in Construction Management from Eastern Michigan University. During his 40+ years in the construction and development industry, he has been responsible for the approval and development of over 3000 residential lots and homes, over 1000 condominium units, and 80 million dollars of commercial work in Southeastern Michigan. Jim has held a State of Michigan Residential Builders and Real Estate Brokers License for over 30 years. He served over 10 years on a local bank board, was on their commercial loan committee, and was chairman of the audit committee.

As the Land Development manager for Norfolk, Jim manages the acquisition, approval, and construction of new sites for Norfolk Homes. In addition, Jim analyzes and coordinates the pre-construction activities for developing ready sites.

Support Staff**Corporate Administration**

The corporate administration office consists of experienced financial personnel skilled at managing the workload of a full-service construction and development company with a vast Washtenaw and Jackson County presence. The in-house IT department provides state-of-the-art technology and software, connecting field personnel and office staff across an internal server and high-speed network.

Production- Building- Purchasing

The production team consists of 8 Project Managers (Builders), five with over 25 years of experience, and a dozen expert team members knowledgeable in land development, budgeting, scheduling, field project management, warranty, and purchasing. Our team has developed longstanding relationships with local and national suppliers, vendors, trades, municipalities, inspectors, and surveyors.

Sales

The sales team is a leader in new construction residential sales. All are skilled in the sales and construction process, from first contact with a prospect to conversion to buyer to closing. They each have experience in new construction, are licensed realtors in the State of Michigan, and hold numerous individual certifications.

Corporate Overview

New Construction Builders Since 1992

Headquartered in Ann Arbor, Michigan

Serving Southeast Michigan

Completed Over 40 Major Projects

Over 2,900 Units Built

Over \$700 Million in Sales

State of Michigan Builder's License

Multiple Builder's Certifications and Licensed Sales Staff

Over 25 Employees Averaging 20 Years of Building Experience Each

Full-Service Development and Construction Services

Land Development, Site Survey, Budgets/Scheduling

Full-Service Sales and Marketing Departments

Norfolk Realty Brokerage Company

Residential, Commercial, and Mixed-Use Development

Production, Semi-Custom, and Custom Construction

Single Family Homes and Condominiums

Starter Homes to Full Luxury Custom

Fully Furnished Models with Design Centers

Numerous Builder Awards

Jackson - 1260 Plan

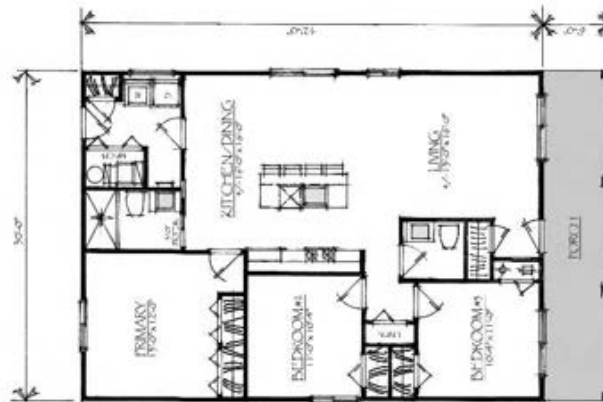
Norfolk Homes



FRONT ELEVATION A
SCALE: 1/4" = 1'-0"



FRONT ELEVATION B
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN 1,260 SQ. FT.
SCALE: 1/4" = 1'-0"



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23078 1260 Plan v.1 04/23/23

Specifications and Description of Materials

FOUNDATION AND CONCRETE FLAT WORK

Foundation Footings: 42" deep concrete trench footings.

Foundation Slab: 2500 PSI, 4" poured concrete slab, poured over 4" of peastone with a 6 MIL poly vapor barrier. Slab insulated per code.

Exterior service walks will be to code and 4" thick 2500 PSI poured concrete over 4" of compacted sand.

Driveway to be 4" thick 2500 PSI concrete (or 3-1/2" asphalt) from city street curb, extending 30 feet beyond front of home.

WALL FRAMING SYSTEM

Exterior walls 2" x 4" framing and interior walls 2" x 4" framing with construction grade 2" x 4", 2" x 6" studs (per Plan) with 7/16" OSB sheathing and approved house wrap. House wrap seams to be overlapped and taped.

ROOF FRAMING SYSTEM

Roof framing, per plans with pre-engineered trusses 24" O.C. and conventional framing. Roof to be 7/16" OSB sheathing with ply-clips between trusses.

ROOFING MATERIAL

Roofing will be Certainteed Landmark dimensional shingles with 30 year rating. Shingles will be applied directly over top of synthetic underlayment with Ice & Water shield being installed on the first 6' of roof decking above all eaves. All roof edgings to be covered with style "D" aluminum drip edging. Valleys to be synthetic underlayment. Ventilation to be continuous ridge vent or roof mounted vents.

SIDING

Exterior siding and corners will be Norandex, Woodsman Select Double 4 vinyl, per Plan. (Front, sides, and rear elevations)

GUTTERS AND DOWNSPOUTS

5" K-style seamless pre-finished aluminum gutters with 3" downspouts will be provided per plan.

EXTERIOR TRIM

The fascia, rake boards, window trim, and soffits are to be detailed and dimensioned per the Plan. All trim and soffits are to be vinyl/aluminum.

WINDOW AND PATIO DOORS

All windows to be single hung, sliders or casement and sizes, per Plan. Windows to have screens covering all operating sashes. Door(s) to deck will be per plan, sizes per plan.

EXTERIOR DOORS

Main Entry: per plan, it will be a 3'-0" x 6'-8" half-glass, Fiberglass, or steel pre-hung door in a weather-stripped frame. The rear service door from the house to the slab will be a 2'-8" x 6'-8" half-glass, fiberglass, or steel pre-hung door in a weather-stripped frame.

INSULATION

R-38 Ceiling insulation will be a combination of vapor barrier-backed batt and/or blown. Baffles will be installed at the eaves to provide proper ventilation to the attic. R-13 Exterior wall insulation will be a combination of vapor barrier-backed batt and/or blown.

DRYWALL

Interior wall and ceiling surfaces to be ½" drywall. Drywall will be glued and screwed to all framing members. The drywall is to be finished with a "Level 4 Finish" (paint-ready). All wet areas of bathrooms are to be moisture-resistant drywall.

INTERIOR DOORS, HARDWARE, AND TRIM

Interior doors will be an MMI Carrara 2-panel door design and will be painted. Door hardware to be "Lever" brushed nickel. Primary bedroom and baths to have privacy locks, all others to have passage Levers. Bifold doors to have small brushed nickel knobs. Interior trim is to be painted grade 2-1/4" O.G. casing, and the base is to be 3-1/2" O.G. base.

PAINTING

Interior

All drywall-finished surfaces will receive one coat of primer and one coat of latex flat finish paint. Interior doors, window trim, and baseboards will receive one coat of primer and one coat of semi-gloss finish. The trim color will be white. Ceilings will be painted the same color as walls.

Exterior

Trim will be painted with one coat of solid latex paint, and exterior doors will receive one coat over factory primer.

KITCHEN CABINETS AND VANITIES

Kitchen cabinets and vanities will be Dakota Basics series or equivalent—layout to be per plan.

COUNTER TOPS AND VANITIES

The kitchen and island tops will be Laminate with a 4" laminate backsplash, and the bath vanity tops will be Laminate with a 4" backsplash.

FLOOR COVERINGS

Floor coverings to be installed per the Plan.

Carpet: *Shaw, Venture Solid*
Carpet pad: *½" 6lb density*
Vinyl Plank: *Shaw Polaris Plus*

MIRRORS

Square ¼" thick, Oval or rectangular above pedestal sink

PLUMBING

Plumbing fixtures and faucets will be provided in the locations shown, per Plan. The fixtures listed herein by location are the standard. Standard fixture colors – White, Standard faucet color – Chrome.

Main Bath: Fixtures.

Toilet	PROFLO Toilet Bowl Part 4601868 White
Sinks	PROFLO Self Rimming Bathroom Sink 3511400 White
Sink faucets	Pfister 4" Centerset Bathroom Sink Faucet 9648262 Polished Chrome
Shower	Oasis Vursa Series TS-6032 White
Shower faucet	Pfister Shower Faucet Trim Kit 9648265 Polished Chrome

Powder Room: Fixtures

Toilet	PROFLO Toilet Bowl Part 4601868 White
Sink	PROFLO Self Rimming Bathroom Sink 3511400 White
Sink Faucet	Pfister 4" Centerset Bathroom Sink Faucet 9648262 Polished Chrome

Kitchen: Fixtures

Sink	PROFLO Double Bowl Kitchen Sink 4481083 Stainless Steel
Sink Faucet	Pfister 5164859 Polished Chrome
Disposal	Moen ½ HP
	Water line to refrigerator

Utilities:

Water Heater:	40-gallon electric fired – direct vent Bradford White
Water:	Per City of Jackson
Sewer Service:	Per City of Jackson
Water supply lines:	PEX
Waste lines:	Schedule 40 PVC
Sill cocks:	Two provided frost-free

HEATING/AIR CONDITIONING

One electronic ignition High Efficiency 90% plus AFUE natural gas forced air furnace, with outside fresh air makeup. 14 SEER Air Conditioner sized per plan. Ventilation for dryer and baths will be provided to the outside. All duct work will be sealed with Mastic. Programmable thermostat.

ELECTRICAL

The home will be wired to current electrical code; including, 200-amp electrical service panel with circuit breakers, two (2) GFCI protected waterproof exterior receptacles, GFCI protection at all “wet areas”, and Smoke Detectors “hard wired” together with Carbon Monoxide and back to service panel separately. Ceiling lights in all bedrooms. All switches are to be standard toggle switches and duplex receptacles to be standard, color to be white.

APPLIANCES

Frigidaire Brand, all Stainless Steel: Top Freezer-Refrigerator, Electric Glass Top Range, Built-In Dishwasher, Over the Range Microwave.

GENERAL MECHANICAL NOTES

1. Norfolk Homes will provide electric service for the Range and Dryer.

2. Location of furnace, hot water heater, circuit panel box, sump pump, plumbing lines, heat runs, cold air returns, A/C prep, water service, gas service, and electric service in the Residence will be determined by Norfolk Homes after reviewing field conditions, notwithstanding the suggested locations on the plans unless otherwise agreed.

SITE WORK DRIVEWAY AND EXTERIOR CONCRETE

1. The location of the home on the building site and handing of the house will be determined by Norfolk Homes and the recorded documents in the plat. The location of utilities will be determined by Norfolk Homes.
2. Site work shall consist of clearing the site of construction debris and construction grading of the disturbed area. Utility service, hook-up, and meter installation will be provided for sewer, water, electric, and gas.
3. Yard- spread existing topsoil 3", seed, and straw.
4. Norfolk Homes will provide a 3' wide concrete service walk from the driveway to the front porch.
5. Exterior Shed, 8' x 8' built with compatible exterior materials to match the residence.
6. All exterior site work may be delayed past closing due to inclement weather; however, there will be an escrow of funds for such work based on the Scheduled Value for those items. Delayed work will be completed within a reasonable time after weather conditions allow.

CHANGES AND SUBSTITUTIONS

Norfolk Homes may, in its sole discretion, or as required by changes in building code, or changing interpretations of the building code, make such changes and substitutions for material and equipment called for in the Specifications as are reasonable and in accordance with applicable building codes provided the changes and/or substitutions are of same or better quality than the original. The purchase price may be modified to reflect costs of mandated code changes implemented after contract date.

ANCILLARY COSTS PROVIDED AND FUNDED BY THE CITY OF JACKSON

- Concrete drive curb cut
- Sewer tap and lead stub to property line (back of City sidewalk)
- Water tap and connection to City stop box at sidewalk
- Replacement of any damaged City sidewalks in front of new home build sites
- Street trees where required.

Specifications for Type C (Visitable) Units

Section 1105 Type C (Visitable) Units

[Michigan Accessibility Code 2017](#) > [11 Dwelling Units and Sleeping Units](#) > [1105 Type C \(Visitable\) Units](#)

[Go To Full Code Chapter](#)

1105.1 General

Type C (Visitable) [dwelling units](#) shall comply with [Section 1105](#).

1105.2 Unit Entrance

At least one unit entrance shall be on a [circulation path](#) complying with [Section 1105.5](#) from a public street or sidewalk, a [dwelling unit](#) driveway, or a garage.

1105.3 Connected Spaces

A [circulation path](#) complying with [Section 1105.5](#) shall connect the unit entrance complying with [Section 1105.2](#) and with the spaces specified in [Section 1105.4](#).

1105.4 Interior Spaces

The entrance level shall include a toilet room or bathroom complying with [Section 1105.6](#) and one [habitable](#) space with an area 70 square feet (6.5 m²) minimum. Where a food preparation area is provided on the entrance level, it shall comply with [Section 1105.7](#).

Exception: A toilet room or bathroom shall not be required on an entrance level with less than 120 square feet (11.2 m²) of [habitable](#) space.

1105.5 Circulation Path

[Circulation paths](#) shall comply with Section 1105.5.

1105.5.1 Components

The [circulation path](#) shall consist of one or more of the following [elements](#): walking surfaces with a slope not steeper than 1:20, doors and doorways, [ramps](#), elevators complying with Sections [407](#) through [409](#), and wheelchair (platform) lifts complying with [Section 410](#).

1105.5.2 Walking Surfaces

Walking surfaces with slopes not steeper than 1:20 shall comply with [Section 303](#).

1105.5.2.1 Clear Width

The clear width of the [circulation path](#) shall be 36 inches (915 mm) minimum.

1105.5.3 Doors and Doorways

Doors and doorways shall comply with Section 1105.5.3

1105.5.3.1 Clear Width

Doorways shall have a clear opening of $31\frac{3}{4}$ inches (805 mm) minimum. Clear opening of swinging doors shall be measured between the face of the door and stop, with the door open 90 degrees.

1105.5.3.2 Thresholds

Thresholds shall comply with [Section 303](#).

Exception: Thresholds at exterior sliding doors shall be permitted to be $\frac{3}{4}$ inch (19 mm) maximum in height, provided they are beveled with a slope not steeper than 1:2.

1105.5.4 Ramps

[Ramps](#) shall comply with [Section 405](#).

Exception: Handrails, intermediate landings and edge protection shall not be required where the sides of [ramp](#) runs have a vertical drop off of $\frac{1}{2}$ inch (13 mm) maximum within 10 inches (255 mm) horizontally of the [ramp](#) run.

1105.5.4.1 Clear Width

The clear width of the [circulation path](#) shall comply with [Section 403.5](#).

1105.6 Toilet Room or Bathroom

At a minimum, the toilet room or bathroom required by [Section 1105.4](#) shall include a lavatory and a water closet. Reinforcement shall be provided for the future installation of grab bars at water closets. Clearances at the water closet shall comply with [Section 1104.11.3.1.2](#).

1105.7 Food Preparation Area

At a minimum, the food preparation area shall include a sink, a cooking appliance, and a refrigerator. Clearances between all opposing base cabinets, counter tops, appliances or walls within the food preparation area shall be 40 inches (1015 mm) minimum.

Exception: Spaces that do not provide a cooktop or conventional range shall be permitted to provide a clearance of 36 inches (915 mm) minimum.

1105.8 Lighting Controls and Receptacle Outlets

Receptacle outlets and [operable parts](#) of lighting controls shall be located 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the floor.

Exception: The following shall not be required to comply with Section 1105.8.

1. Receptacle outlets serving a dedicated use.
2. Controls mounted on ceiling fans and ceiling lights.
3. Floor receptacle outlets.
4. Lighting controls and receptacle outlets over countertops.



Flooring Locations Specification Sheet



Vinyl Plank Flooring

Carpet

LIMITED WARRANTY OF BUILDER

1. **NAME AND ADDRESS OF WARRANTOR.** The name of the Warrantor (i.e., the entity making this Limited Warranty) is Norfolk Development Corporation, dba Norfolk Homes, whose address is 8178 Jackson Road, Suite D, Ann Arbor, Michigan 48103.

2. **TERMS.** The terms of the various coverages of this Limited Warranty begin on the date on which your Condominium Unit is deeded to you. That date is referred to in this Limited Warranty as the "Closing."

3. **COVERAGE.** We, as Warrantor, warrant that, subject to the Exclusion from Coverage set forth below:

For the period of one year after the date of closing, the internal and external structural components of the residence constructed on your Condominium Unit which are not covered by other portions of this Limited Warranty will be free of defects in materials and workmanship in accordance with reasonable standards and practices of the residential building industry relative to construction of residences such as the one covered hereby. In the case of drywall, this Limited Warranty shall extend only to reasonably repairing any nail pops or cracks occurring within the one-year warranty period, and this repair will be performed only once and does NOT include repainting, either interior or exterior.

4. **MANUFACTURERS' WARRANTIES.** We assign and pass through to you the manufacturers' warranties on all appliances, equipment and other materials or items located in the residence constructed on your Condominium Unit for which a manufacturer warranty is provided. The following are examples of such appliances, equipment and materials, although not every residence in the Condominium includes all of these items and some residences may include appliances, equipment and materials not in this list: refrigerator, range, furnace, washing machine, dishwasher, garbage disposal, ventilating fan, air conditioner, floor covering and siding.

5. **EXCLUSIONS FROM COVERAGE.** We do not assume responsibility for any of the following (either with respect to your residence, Condominium Unit or to the Common Elements in the Project), all of which are excluded from the coverage of this Limited Warranty:

(a) Defects in appliances and pieces of equipment which are covered by manufacturers' warranties. (We have assigned these manufacturers' warranties to you, and you should follow the procedures included with these warranties if defects appear in these items.)

(b) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of your residence Condominium Unit or the Common Elements of the Condominium.

(c) Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; failure of paint to precisely match samples, cracks due to drying and curing of concrete, stucco, plaster, bricks, and masonry; scaling of bricks; drying, shrinking and cracking of caulking and weather-stripping, cracks in tile or cement and heaving of tile or cement, settlement of the residence located on your Condominium Unit or the ground under or around the residence or under or around other Units or Common Elements.

(d) Damage to or destruction of any tree, shrub or plant growth which is native to the Condominium site regardless of Warrantor's care to protect any tree, shrub or plant growth in either its original or relocated site.

(e) Defects in items installed by you or by anyone else except us or (if requested by us) our subcontractors.

(f) Work done by you or by anyone else except us or (if requested by us) our subcontractors.

(g) Loss or injury due to the elements.

(h) Conditions resulting from condensation on, or expansion or contraction of, materials.

(i) Consequential or incidental damages.

(k) Painting repairs.

6. **NO OTHER WARRANTIES. THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY WE GIVE. IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY, ARE LIMITED TO THE WARRANTY PERIOD SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY WISH TO CONSULT AN ATTORNEY WITH RESPECT TO SUCH OTHER RIGHTS.**

7. **CLAIMS PROCEDURE.** If a defect appears which you think is covered by this Limited Warranty, you must write a letter describing it to Norfolk Homes Warranty, 8178 Jackson Rd. Suite D, Ann Arbor MI who is managing this Limited Warranty for the Builder. We will not assume responsibility for responding to any written letter delivered either to us more than 14 days

after the expiration of the one-year warranty period, even if the defects that are claimed in the letter may have arisen within the one-year warranty period. Your letter must indicate what times during the day you will be at home, so that service calls can appropriately be scheduled. If a day will cause extra damage, telephone Norfolk Homes at (734) 627-6029. Only emergency reports will be taken by phone.

8. **REPAIRS.** Upon receipt of your written report of a defect, Norfolk Homes will inspect your residence. If a defective item is covered by this Limited Warranty, it will be repaired or replaced at no charge to you within 60 days after Norfolk Homes's inspection (longer if weather conditions, labor problems or materials shortage cause delays). The work will be done by us or subcontractors chosen by us. The choice between repair or replacement is ours. Repairs and replacements made by us or our subcontractor shall conform to reasonable standards of repair or replacement for the residential building industry relative to construction of residences such as the one covered hereby. It is acknowledged and agreed by Purchaser that, if Warrantor elects to make any painting repairs, Warrantor cannot match original paint with exactitude.

9. **NOT TRANSFERABLE.** This Limited Warranty is extended to you only if you are the first purchaser of your residence and Condominium Unit. When the first purchaser sells the residence and Unit or moves out of it, this Limited Warranty automatically terminates.

10. **STANDARDS OF WORKMANSHIP AND MATERIALS.** The standards to be used as a basis for evaluating the quality of the Warrantor's workmanship and the materials used to construct the residence on your Unit, shall be the standards contained in the most current version of the Residential Construction Performance Guidelines prepared by the National Association of Home Builders.

Date of Closing: _____

NORFOLK DEVELOPMENT CORPORATION
dba NORFOLK HOMES

Purchaser: _____

By: _____
Duly Authorized Agent
8178 Jackson Rd, Ste D
Ann Arbor, Michigan 48103
(734) 408-0777

Purchaser: _____

Unit No.: _____

Bid Proposal

Ranch Home -Slab (Visibility) – Bid Cost \$200,000 (Includes Shed)

- Required Minimum Square Footage (1,200sq. ft.) – Actual Square Footage Proposed (1,260sq. ft.)
- Sale to City of Jackson no later than 12/31/25 (Completion Date)
- All closing costs, including transfer tax, are to be paid by the Buyer. (City of Jackson)
- Utilities and Taxes will be prorated.
- Alternative garage plan
 - Single car attached Garage Elevation “A” (credit for shed included) -\$18,240
 - Single car attached Garage Elevation “B” (credit for shed included)-\$16,440
 - Single car detached Garage (credit for shed included) - \$19,980

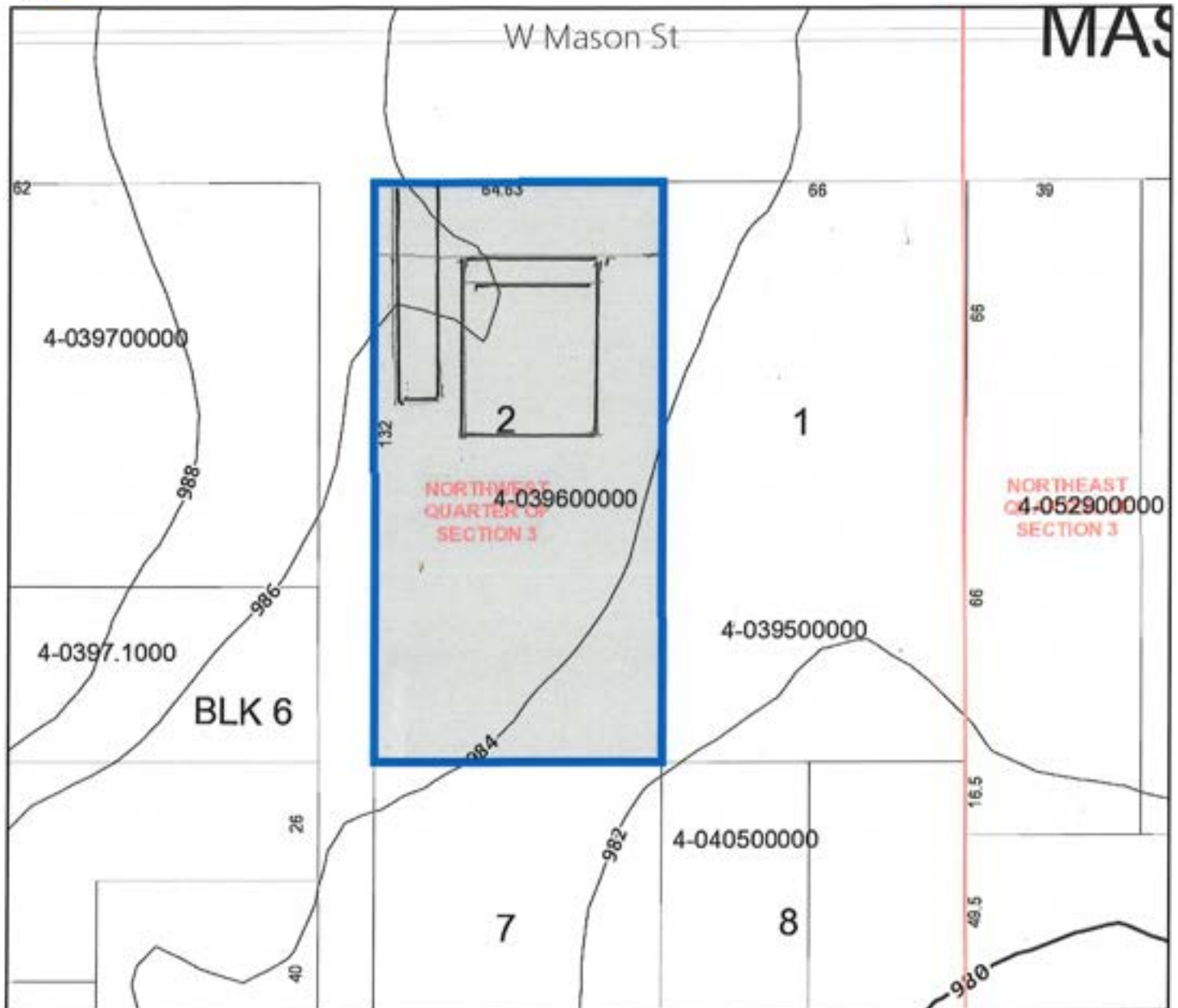
Note:

- If Norfolk Homes is awarded all four homes, Norfolk will include an electric dryer and washing machine in each house.
- Ripstra and Scheppelman will complete actual Plot Plans at the time of permitting.
- Lot-specific construction plans will be completed at the time of permitting



Parcel Report - Parcel ID: 4-039600000

4/28/2025



Owner Name CITY OF JACKSON
Owner Address 161 W MICHIGAN AVE
JACKSON, MI 49201
Homestead 0
Parcel Address 337 W MASON ST
JACKSON, MI 49203
Property Class 402 - RESIDENTIAL VACANT
Status Active
Acreage 0.2
Gov't Unit City of Jackson
Tax Unit City of Jackson
School District JACKSON PUBLIC SCHOOL
Libri/Page 2042-157

	2022	2023	2024
Taxable Value	\$0.00	\$0.00	\$0.00
Assessed Value	\$0.00	\$0.00	\$0.00

Tax Description:
LOT 2 BLK 6 LIVERMORE WOOD & EATON'S ADD



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.

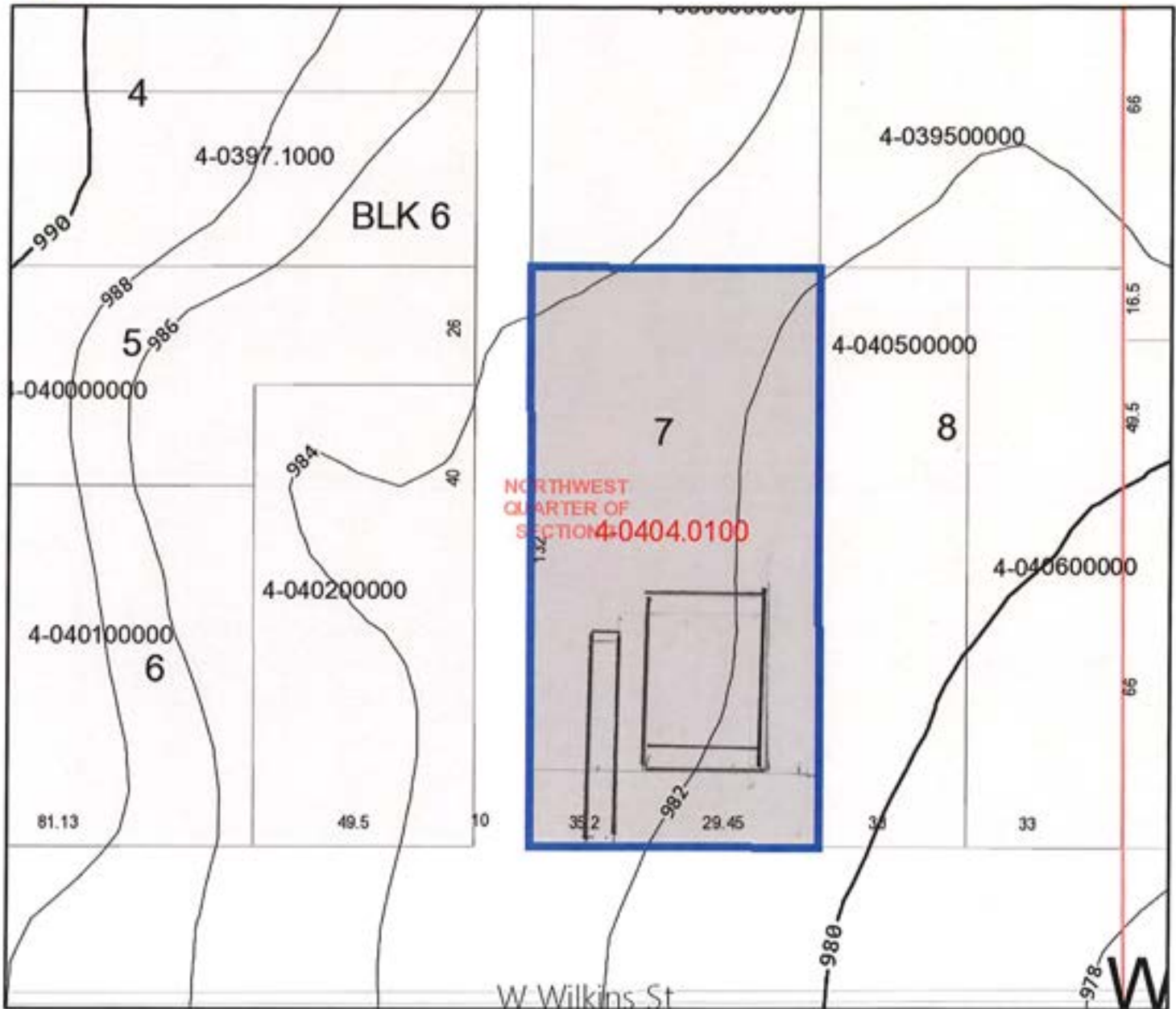


This parcel data last updated: April 22, 2025



Parcel Report - Parcel ID: 4-0404.0100

4/27/2025



Owner Name CITY OF JACKSON
Owner Address 161 W MICHIGAN AVE
JACKSON, MI 49201
Homestead 0
Parcel Address 332 W WILKINS ST
JACKSON, MI 49203
Property Class 402 - RESIDENTIAL VACANT
Status Active
Acreage 0.196
Gov't Unit City of Jackson
Tax Unit City of Jackson
School District JACKSON PUBLIC SCHOOL
Liber/Page 2195-0474

	2022	2023	2024
Taxable Value	\$0.00	\$0.00	\$0.00
Assessed Value	\$0.00	\$0.00	\$0.00

Tax Description:
LOT 7 EX W 35.2 FT BLK 6 LIVERMORE WOOD & EATON'S
ADD
~~CREATED~~ ON 03/03/2025 FROM 4-040400000, 4-



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.





Parcel Report - Parcel ID: 7-027500000

4/27/2025



Owner Name CITY OF JACKSON
Owner Address 161 W MICHIGAN AVE
JACKSON, MI 49201
Homestead 0
Parcel Address 464 COOPER ST
JACKSON, MI 49201
Property Class 402 - RESIDENTIAL VACANT
Status Active
Acreage 0.2
Gov't Unit City of Jackson
Tax Unit City of Jackson
School District JACKSON PUBLIC SCHOOL
Liber/Page 2096-238

	2022	2023	2024
Taxable Value	\$0.00	\$0.00	\$0.00
Assessed Value	\$0.00	\$0.00	\$0.00

Tax Description:
N 1/2 OF LOTS 2 & 3 BLK 7 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT



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: April 22, 2025



Owner Name	CITY OF JACKSON
Owner Address	161 W MICHIGAN AVE JACKSON, MI 49201
Homestead	0
Parcel Address	651 COOPER ST JACKSON, MI 49201
Property Class	402 - RESIDENTIAL VACANT
Status	Active
Acreage	0.183
Gov't Unit	City of Jackson
Tax Unit	City of Jackson
School District	JACKSON PUBLIC SCHOOL
Liber/Page	2152-633

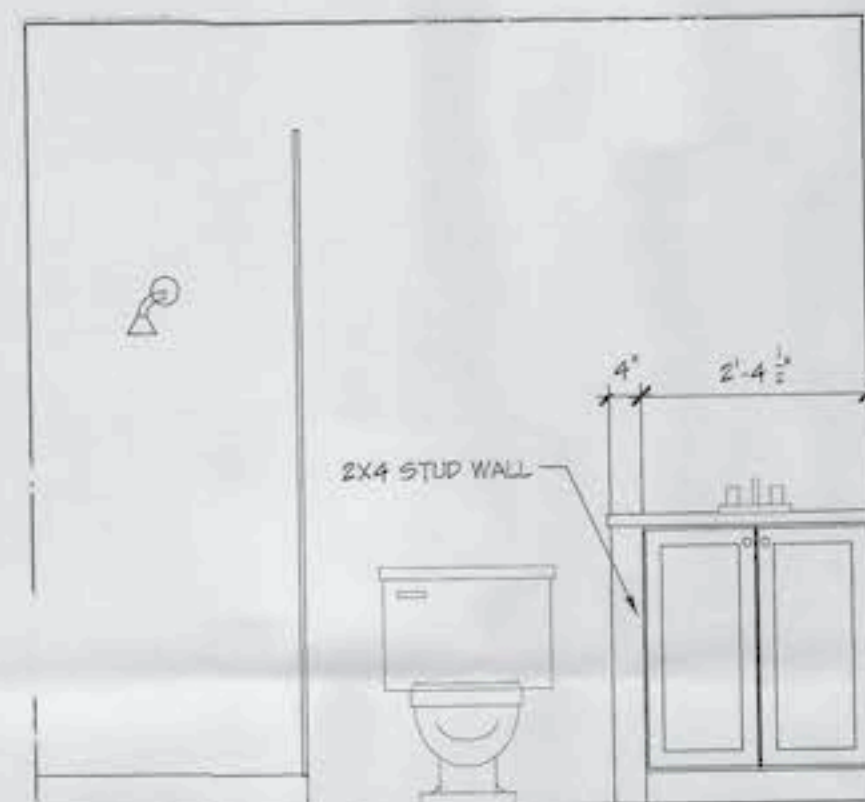
	2022	2023	2024
Taxable Value	\$0.00	\$0.00	\$0.00
Assessed Value	\$0.00	\$0.00	\$0.00

Tax Description:
W 88 FT OF LOT 5 & S 24.67 OF W 88 FT OF LOT 6 BLK 5
FORD'S NORTH ADD
ORIGINAL D6637000025 FROM 7-

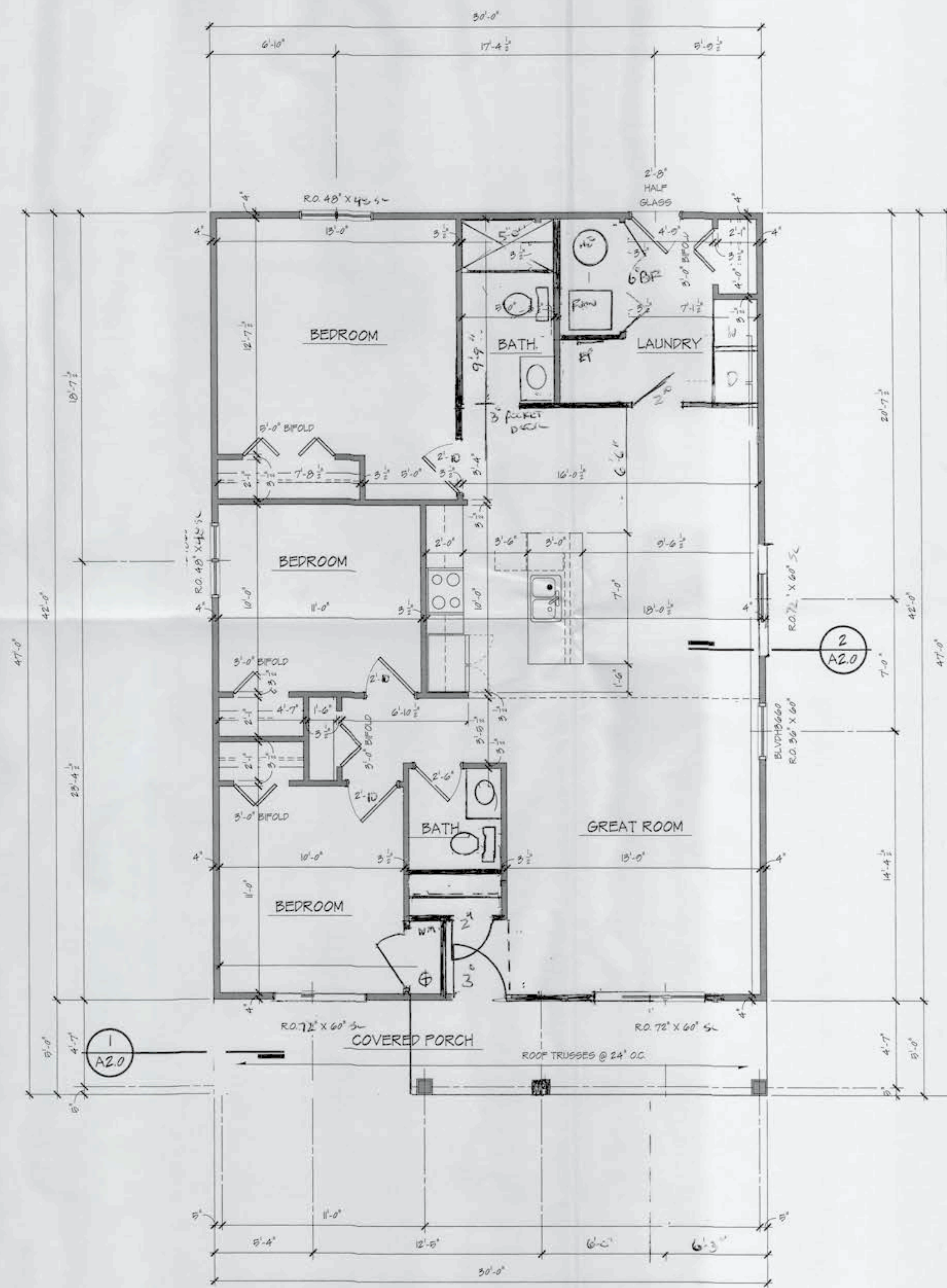


WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description.
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Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





1
A1.0 BATHROOM ELEVATION
1/2" = 1'-0"



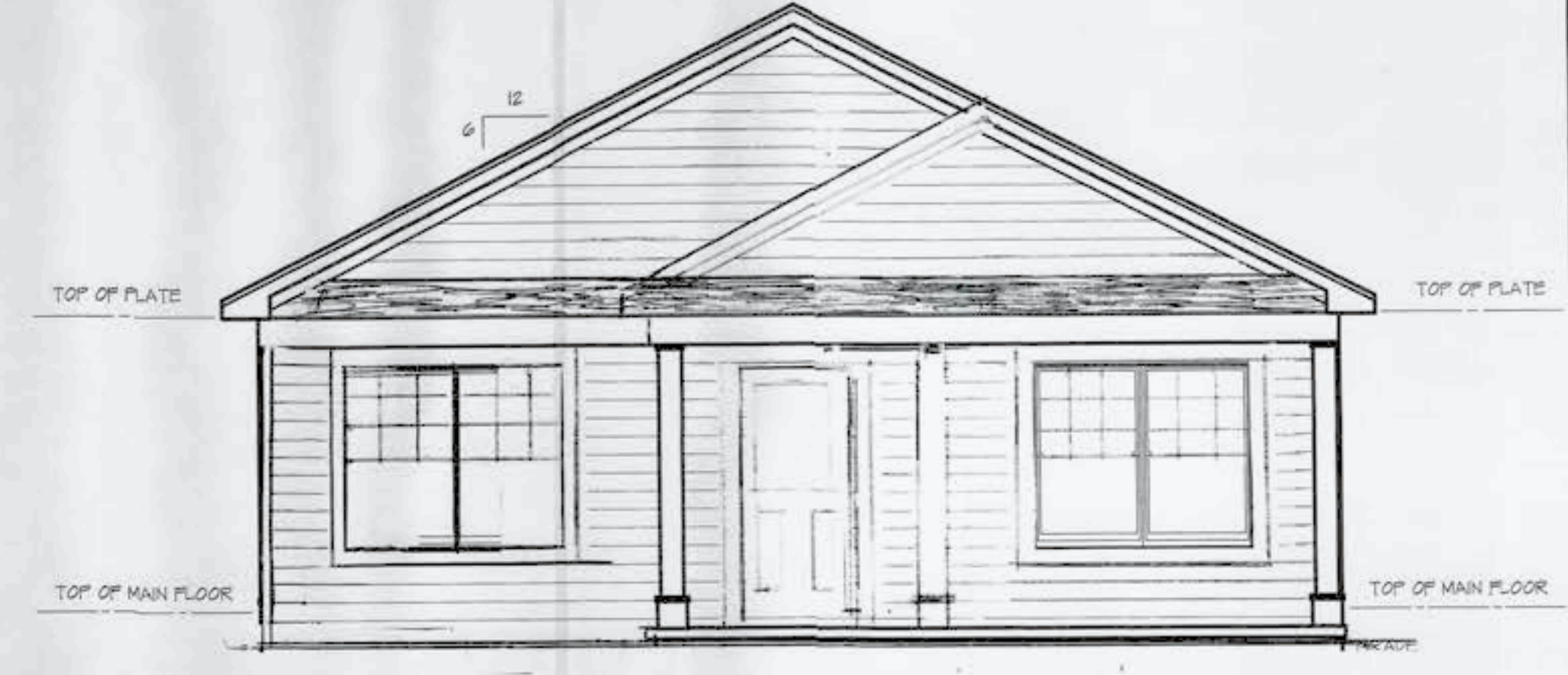
MAIN FLOOR PLAN
1/4" = 1'-0"

TOTAL SQUARE FOOTAGE = 1,260



LEFT ELEVATION

1/4" = 1'-0"



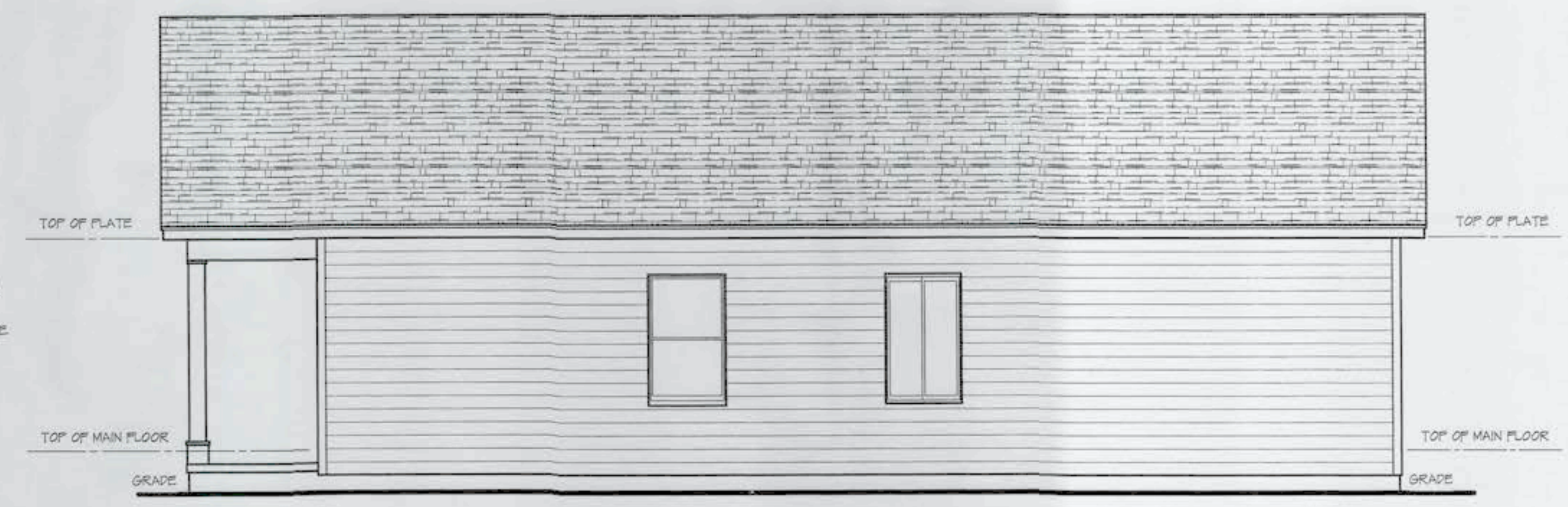
FRONT ELEVATION

1/4" = 1'-0"



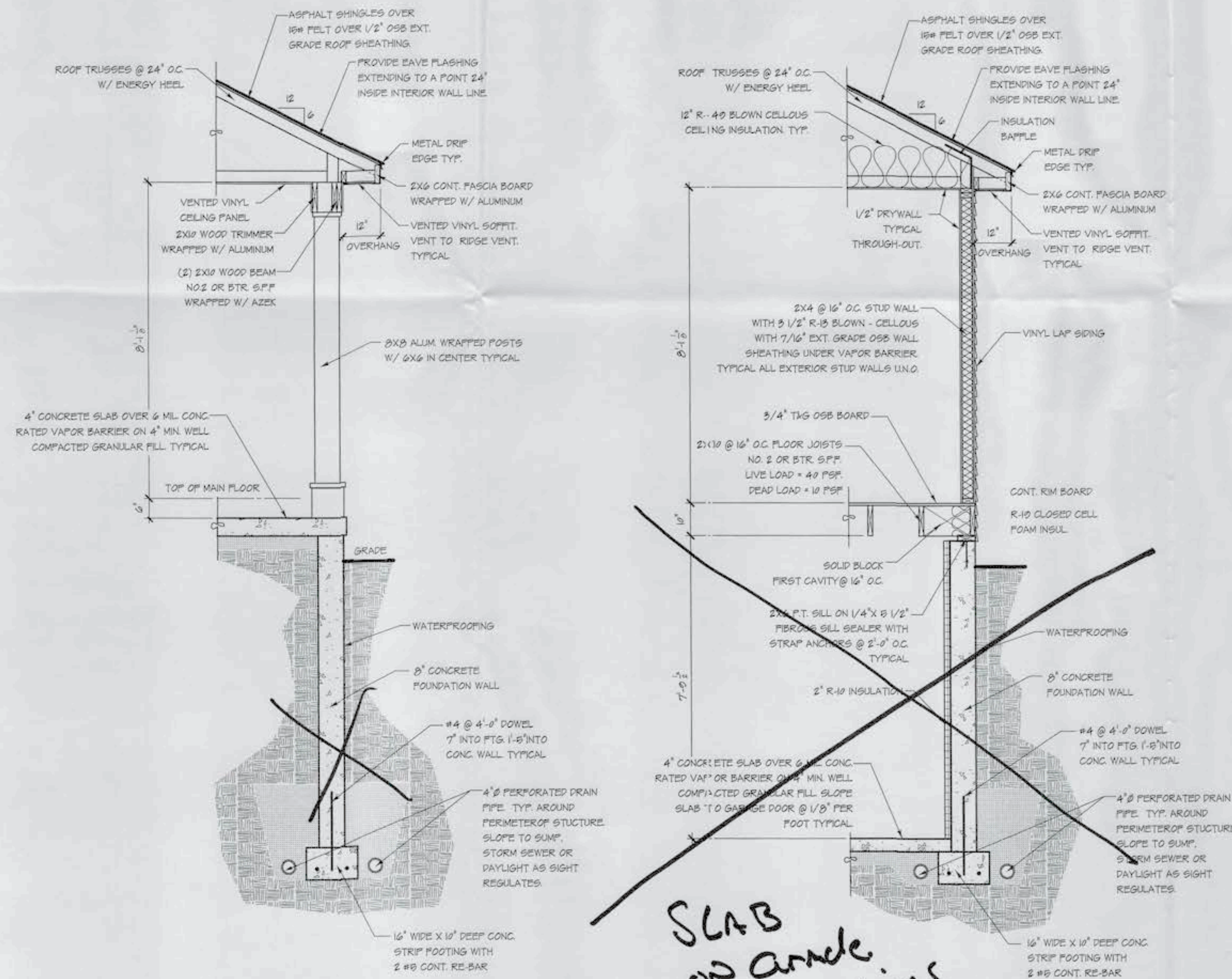
REAR ELEVATION

1/4" = 1'-0"



RIGHT ELEVATION

1/4" = 1'-0"



1 TYPICAL PORCH SECTION
1/2" = 1'-0"

2 TYPICAL PORCH SECTION
1/2" = 1'-0"

SLAB ON GRADE w/ Frost Footings

MEH DESIGN
1043 Jewell Road • Milan, Michigan 48160 •
734 - 864 - 7499

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS ON THE JOB REPORT ANY DISCREPANCIES TO OWNER IMMEDIATELY.

Original Issue Date:
25 December 2023

Revisions:

Issue Description:

Construction set.

Issued For:

Preliminary: ☐

Owner Reviews: ☐

Estimating: ☐

Construction: ☒

Project Name:
Independence "A"
Jackson, Michigan
Sheet Title:
Elevations & Sections

Drawn:
Matt Hagood

Scale:
As Shown

Date:
25 December 2023

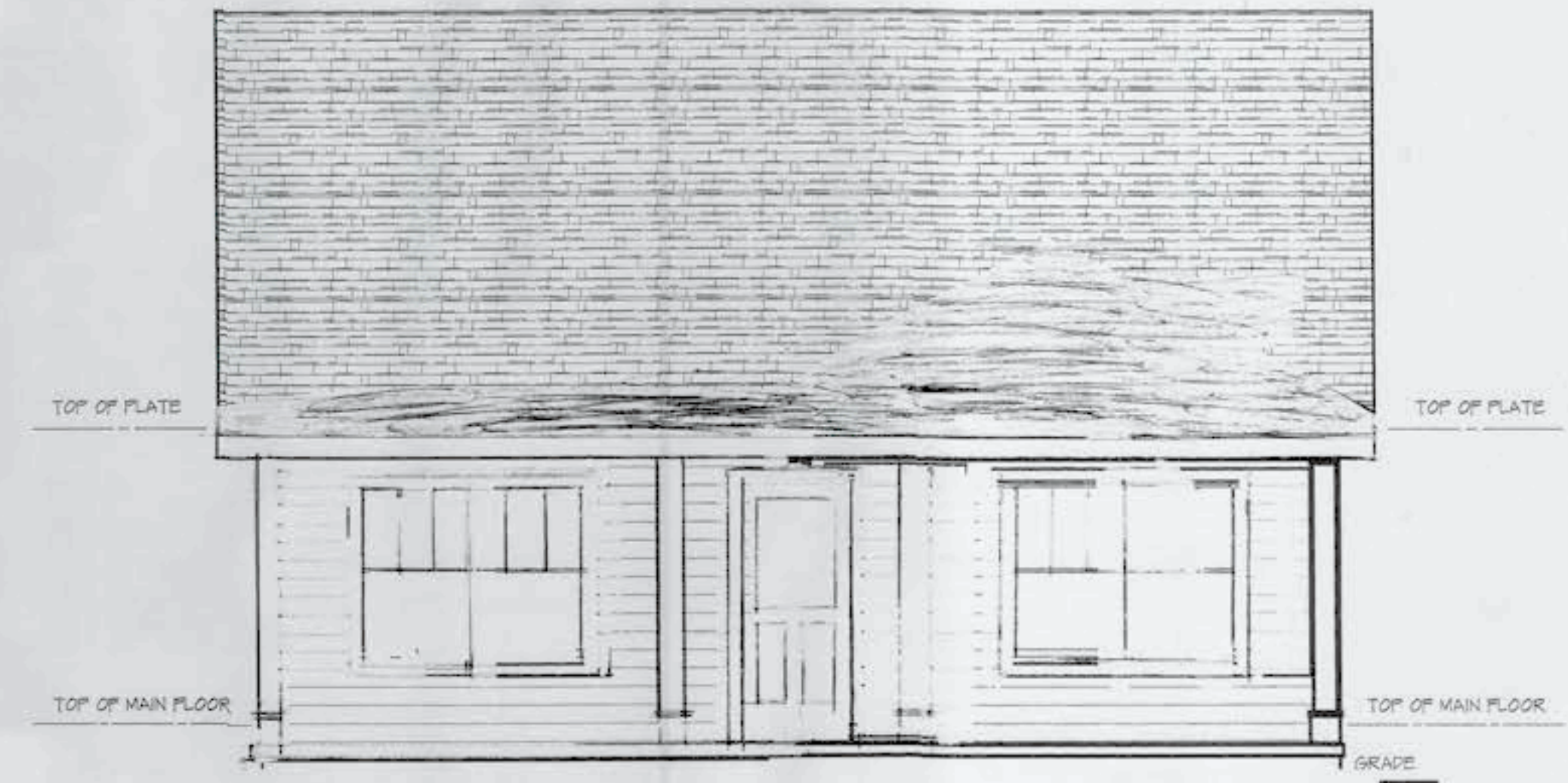
Project Number:
202312

Sheet Number:
A2.0



LEFT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"



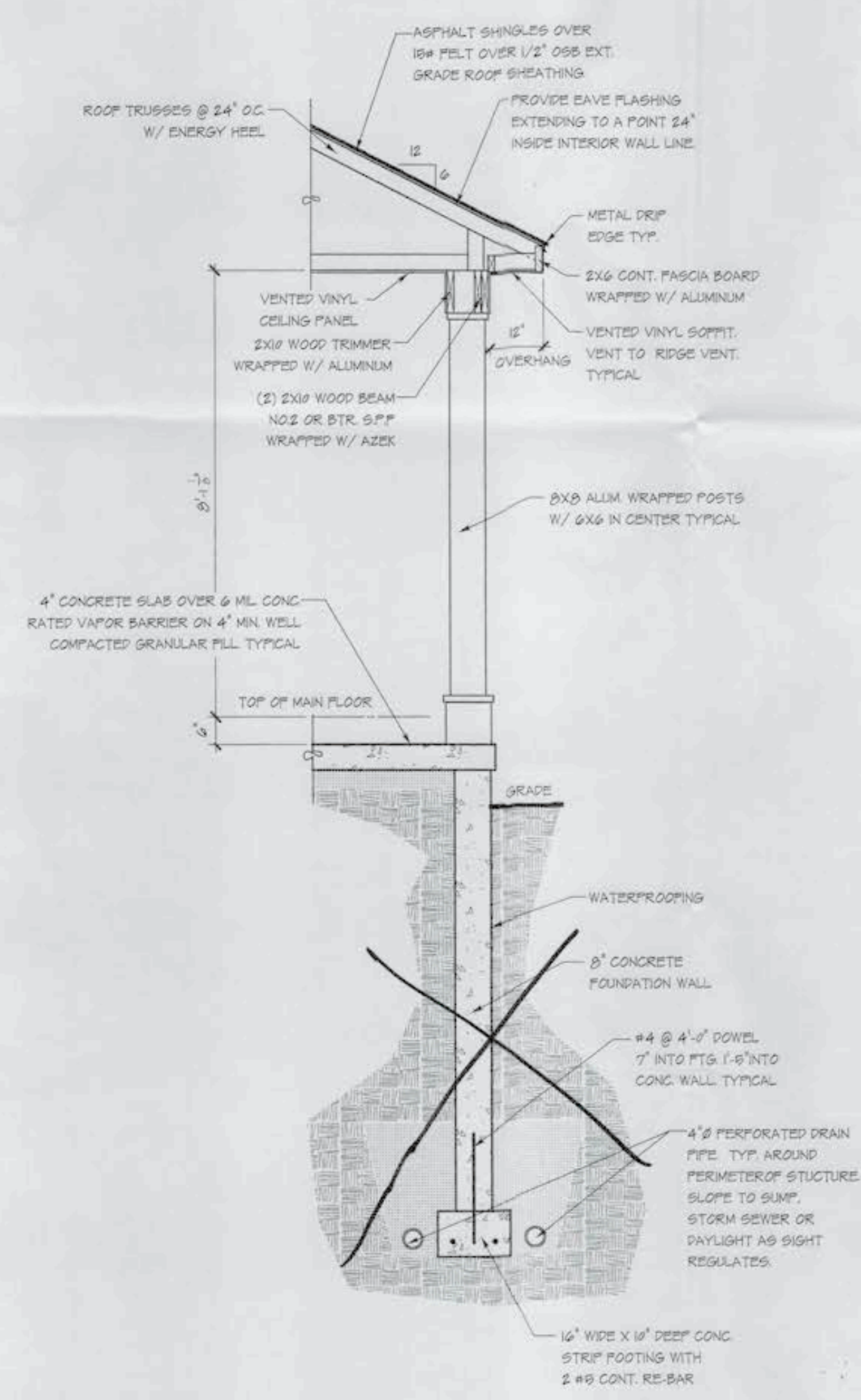
REAR ELEVATION

1/4" = 1'-0"

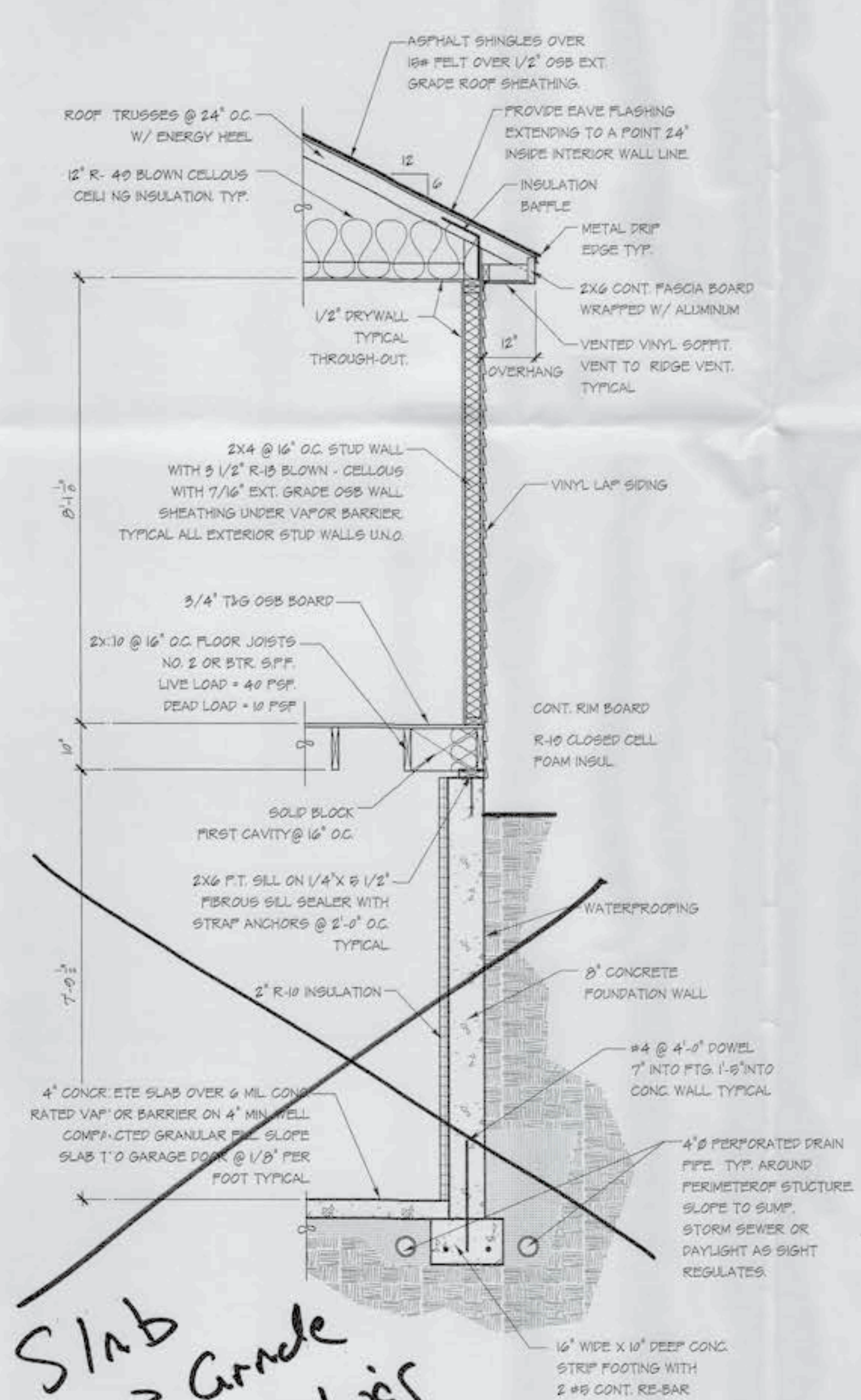


RIGHT ELEVATION

1/4" = 1'-0"



1
A2.0
TYPICAL PORCH SECTION
1/2" = 1'-0"



2
A2.0
TYPICAL PORCH SECTION
1/2" = 1'-0"

MEH DESIGN
• 1045 Jewel Road • Milan, Michigan 48160 •
• 734 • 964 • 7400 •

CONTRACTOR MUST CHECK AND VERIFY
ALL DIMENSIONS ON THE JOB REPORT
ANY DISCREPANCIES TO OWNER
IMMEDIATELY

Original Issue Date:
16 December 2023

Revisions:

Issue Description:

Preliminary
set.

Issued For:

Preliminary: ☒
Owner Review: ☐
Estimating: ☐
Construction: ☐

Project Name:
Independence "B"
Jackson, Michigan
Sheet Title:
Elevations

Drawn:
Matt Hagood
Scale:
As Shown
Date:
16 December 2023

Project Number:
202312
Sheet Number:

A1.0

CONSTRUCTION CONTRACT

THIS PROPERTY TRANSFER AND 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 Norfolk Homes of Michigan LLC, a Michigan corporation, with an address of 8178 Jackson Road, Suite D, Ann Arbor, Michigan, 48103 ("Developer"),

WITNESSETH:

WHEREAS, The City is the owner of certain vacant lots within the City that have been identified as eligible building sites for the City's MICH Construction Program initiative, and

WHEREAS, Developer is a City-approved, licensed, residential home builder who has been selected and approved by the Jackson City Council , via a competitive bidding process, for its MICH Program, which provides new homes for qualified/selected applicants on designated lots located within the City limits of Jackson, in areas designated by City staff in compliance with the rules and regulations outlined by the Michigan State Housing Development Authority (MSHDA), and

WHEREAS, this Agreement is being entered into between the parties to set forth the conditions for the sale of said homes, and to establish the requirements and construction standards on Developer to construct four (4) single family residence on pre-selected lots, as identified by the City of Jackson; and the conditions under which said homes will be given to qualified buyers.

NOW, THEREFORE, in consideration of the above recitals, the City and the Developer agree as follows:

1. RECITALS. The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. SELECTED LOTS. Selected lots are outlined on attached Exhibit B (“selected lots”). The City shall retain the right to select alternate lots if needed, selecting from its pool of City-owned vacant properties and in accordance with MSHDA guidelines.
3. LOT INFRASTRUCTURE IMPROVEMENTS AND PERMITS. As part of the City’s overall goal of improving neighborhoods and local streets, the City shall provide, at no expense to the Developer an extension of the public water line to the City stop-box; sewer laterals to the edge of the public right-of-way for all Eligible Lot(s) purchased by Developer; and shall waive any connection (tap) fees for water and sewer service. The City shall further provide any required sidewalk repairs and/or replacement, as determined in the sole discretion of the City’s Chief Building Official and/or Director of Public Works, and curb cuts (excluding the apron/approach) for Eligible Lots at no cost to the Developer. A street tree/trees may be installed within the public right-of way by the City in its sole discretion and shall not be an obligation of Developer to install. The permits needed to construct a house shall be in accordance with the City of Jackson’s standard fee schedule.
4. MICH PROGRAM FACILITATION BY CITY. The City shall identify and qualify eligible applicants who qualify under the MICH program criteria. The City, only as authorized in accordance with Michigan law, shall also indemnify and defend the Developer, to the extent legally feasible from claims of possible unfair selection of individuals as selected applicants, including without limitation claims of discrimination.

5. HOME CONSTRUCTION BY DEVELOPER. Subject to paragraph 7 below, Developer shall be required to build no less than four (4) single family homes on the identified lots, with the building specifications, improvements, fixtures and appliances as set forth on attached Exhibit A (the “Construction Criteria”). All improvements constructed on an Eligible Lot shall be performed in a workmanlike manner and pursuant to all applicable building code and City Ordinance standards.
6. SALES PRICE. Developer understands and agrees that for each newly constructed single-family home completed by the construction deadline, with a City-issued certificate of occupancy, and meeting the specifics of the MICH Program, the City will provide compensation in the amount of Two-Hundred Thousand and 00/100 Dollars (\$200,000). Developer further understand and agrees that the total compensation due from the City, for the completion of a total of four (4) single-family homes, shall not exceed Eight-Hundred Thousand and 00/100 Dollars (\$800,000). No additional financial compensation shall be provided by the City to the Developer as part of this contractual obligation.
7. CONSTRUCTION TIMELINE. All four (4) single family homes must be constructed in accordance with the **Exhibit A** Construction Standards, and all Eligible Lots must have a single family home completed thereon, with a final certificate of occupancy issued not later than December 31, 2025. Should Developer be obstructed or delayed in the prosecution of or completion of construction of the house for a time period equal to or greater than 60 calendar days, as a result of causes, whether or not foreseeable, beyond the control of Developer, and not due to its fault or neglect, including but not limited to (i) act(s) of God, (ii) war or wars, (iii) government regulation (including, but not limited to,

any law, rule, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency), (iv) act of terror, (v) disaster (including, but not limited to, hurricane, flood, ice storm, tornado, tropical or other major storm, earthquake, or earth movement or subsidence), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike or work stoppage (excluding strike or work stoppage of the Developer's own employees), (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the Developer is not responsible, (x) any shortage in materials or labor or (xi) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the Developer's control, Developer shall notify the City within 30 calendar days after the commencement of such delay and shall be entitled to an extension of the time period for completion of construction of the house equal to the time period of the delay. Any such notice shall be effective as of the date of the event causing such force majeure. No such notice shall be required in the event that a disaster or emergency is declared by any state or local government or by the U.S. government. An event of force majeure shall be deemed to have ended at such time as the event in question no longer reasonably obstructs or delays Developer's construction of the house.

8. **FINANCIAL ABILITY.** Developer acknowledges that it has the financial resources available in order to comply with this Agreement; purchase and construct the minimum number of Eligible Lots and single-family homes as set forth herein; and sell a newly constructed home on an Eligible Lot for the Two-Hundred Thousand and 00/100 Dollar (\$200,000) sales price to the City of Jackson.
9. **INSPECTIONS.** The Developer must permit inspections of the Property as requested

by the City to monitor compliance with this Agreement, 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.

10. **BROKERS.** City and Developer agree that no broker, sales agents or other persons shall be entitled to a commission from the City in relation to the sale of an Eligible Lot or a MICH home.

11. **COSTS AND EXPENSES.** Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the Lot affected which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances.

12. **CHANGE OF OWNERSHIP INTEREST.** This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns and transferees.

13. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of both parties.

14. **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 by first class mail or nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must

be addressed as follows:

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

With a copy to: City Attorney's Office
 161 West Michigan Avenue
 Jackson, MI 49201
 Attention: City Attorney

If to Developer, to: Norfolk Homes
 8178 Jackson Road
 Suite D
 Ann Arbor, MI 48103

15. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "Indemnities") harmless from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, including Developer or the Indemnities, and their respective agents, contractors, subcontractors, and employees, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death, loss, or damage cause by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

16. 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.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

18. 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. 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.

19. 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.

20. 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.

21. 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.

22. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

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 on behalf of the City of Jackson.

Notary Public
_____, County, Michigan
My commission expires: _____

NORFOLK HOMES OF MICHIGAN LLC

By: _____
Sean Lefere, COO/Vice President

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by _____, of _____, of _____, a Michigan corporation, on behalf of the corporation.

Notary Public
_____, County, Michigan

EXHIBIT A

CONSTRUCTION CRITERIA

Home construction to consist of one-story homes with a minimum 1,200 square feet of finished above-ground space. Homes to provide minimum 3 bedrooms and 1 ½ bathrooms. Final purchase of each home will not exceed \$200,000. Change orders will be accepted.

Funding

- Funding by Contractor- Contractor to cover full costs of construction with final payment at completion of project.
 - Ancillary costs provided and funded by the City of Jackson
 - Concrete drive cut
 - Sewer tap and lead stub to property line (back of City sidewalk)
 - Water tap and connection to City stop box at sidewalk
 - Replacement of any damaged City sidewalks in front of new home build sites
 - Street trees where required
- Provide plan sets to the City of Jackson Building Department for site plan layout and setbacks and proposed home construction for review and approval for each site
- Site design- Provide home design in accordance with Chapter 28 of the Jackson City Code of Ordinances and provide plan design and overall appearance to compliment the surrounding neighborhoods.
 - Setbacks per Chapter 28- Section 28-43 Lot, width, yard, building height requirements- Residential Districts
 - Driveway- 4"concrete or 3 ½"asphalt driveway to extend 30' beyond front of home
 - Private Sidewalk- 4" concrete to extend from driveway to front porch
 - Minimum 8" overhangs on eave and rakes of home
 - Roof pitch and general layout of exterior facades and building materials to compliment the surrounding neighborhood and as permitted by 28-115 Table of Acceptable Wall Materials
- Foundation
 - Concrete slab on grade
 - Must meet or exceed all provisions as required by the MRC 2015
- Front porch
 - Provide minimum 5'x16' covered front porch
- Rear/side entrance
 - Provide code compliant zero-step entry at side/rear exit doorway
- Wall Construction
 - Provide 2x4 or 2x6 wall framing with double top plate 16" o.c. with insulation systems to meet requirements of the Michigan Energy Code 2015 Chapter 11 requirements for foundation walls, house walls, ceilings, windows, doors, lighting, HVAC
- Roof Construction

- Provide trussed roof system on primary home and truss or rafter framing on porch, overhangs and decorative elements in accordance the Michigan Residential Code Chapter 8 requirements
 - Provide gutters and downspouts of colors to compliment home architectural design and color
 - Provide minimum 5/12 roof pitch
- HVAC system
 - Provide high efficiency furnace and water heater with all ductwork and ventilation in accordance with Michigan Residential Code 2015
 - Provide central air conditioning
- Electrical System
 - Provide 200 amp service
 - Provide service mast and conduit entrance feeder to home.
 - Interior wiring systems to be provided in accordance with the Michigan Residential Code 2015
 - Provide hard wired with battery backup smoke detectors and carbon monoxide detectors to requirement of Michigan Residential Code Sections R314/R315
- Plumbing
 - Provide minimum 1 ½ bathrooms
 - Provide fiberglass tub/shower unit- Aker or equivalent
 - Provide all plumbing supply/drains/venting and fixtures for bathrooms, kitchen sink, dishwasher, ice maker hookup, laundry and front and rear exterior hose connection.
- Appliances
 - Provide complete new kitchen appliance package, including refrigerator, stove, microwave, and dishwasher
 - Provide new washer and dryer
- Kitchen and bath cabinetry- Provide solid wood cabinetry
- Shed- Provide minimum 8'x8' shed to meet City Zoning setback requirements and of complimentary design as primary home structure. Please note, shed not required if attached/detached garage is included
- Yard installation- Provide 3" top soil/seed/straw
- Visitability Standards
 - Zero-step entrances into home on a paved surface no steeper than 1/12
 - Minimum interior door width of 32"
 - Wall reinforcement in bathroom walls and shower, with grab bars installed
 - Accessible placement of electrical and heating controls
 - Installation of lever door handles (interior and exterior doors)
 - Barrier-free shower
 - Lower closet rods
 - Toggle light switches
 - Increased turning radii in full bathroom and kitchen
 - First-floor laundry facilities
 - Additional visitable design standards can be added/negotiated between the City and the Developer
- Warranty – builder will provide a minimum twelve (12)-month transferrable warranty

EXHIBIT B
SELECTED LOTS

464 Cooper Street (parcel #7-027500000)

651 Cooper Street (parcel #7-0616.0100)

337 W. Mason Street (parcel #4-039600000)

332 W. Wilkins Street (parcel #4-0404.0100)