JACKSON
Founded 1829

AGENDA - CITY COUNCIL

Tuesday, November 18, 2025

6:30 PM

1. **CALL TO ORDER.**

2. **PLEDGE OF ALLEGIANCE.**

   A. Invocation to be given by Fifth Ward Councilmember Christy May Davis

3. **ROLL CALL.**

4. **ADOPTION OF AGENDA.**

5. **PRESENTATIONS/PROCLAMATIONS.**

   A. An Honorary Proclamation Recognizing Christy May Davis for Service to the Residents of Ward 5

6. **PUBLIC HEARINGS.**

   A. Public Hearing for the Approval of a Brownfield Plan

   Conduct Public Hearing for the Approval of a Brownfield Plan for Brown Floral Located at 908 Greenwood Avenue

   Public Hearing and discussion for the approval of the Brownfield Plan for Brown Floral located at 908 Greenwood Avenue Parcel #4-1170.0100.

   B. Hearing of Necessity - *Street reconstruction on Ganson Street, Elm to east City Limits*

   - Open a public hearing to receive comments on the necessity of a street reconstruction project on Ganson Street, Elm Avenue to east

City Limits.
- Close the public hearing
- Consider a resolution deeming the project necessary.

7. CITIZEN COMMENTS.

(3-Minute Limit)

8. CONSENT CALENDAR.

Consent Action

A. Minutes of the October 28, 2025, Regular Meeting of the Jackson City Council

B. Resignation from the Downtown Development Authority

Accept with regret, the resignation of Jessica Webb from the Downtown Development Authority.

C. 2026 City Council Meeting Schedule

Approve a resolution establishing the 2026 City Council Meeting Dates

D. Special Event Application: Lady of Guadalupe Festival

Approve a request from St. Mary of the Sea Church to host the Lady of Guadalupe on December 14, in Jackson.

E. Special Event Application: Christmas in the City

Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City on November 22, in downtown Jackson.

F. Special Event Application: Kiwanis Club of Jackson, Michigan

Approve a request from the Kiwanis Club of Jackson, Michigan to host the Kiwanis Newspaper Fundraiser on December 12, in downtown Jackson.

G. Special Event Application: Downtown Jackson Christmas Parade

Approve a request from the Downtown Jackson Christmas Parade to host the Downtown Jackson Christmas Parade on November 21, 2025, in downtown Jackson.

H. Special Event Application: Winter Whimsy Art Walk

Approve a request from the Jackson Downtown Development Authority to

host the Winter Whimsy Art Walk on December 4, 2025, in downtown Jackson.

I. Special Event Application: 12 Bars of Christmas Holiday Crawl

Approve a request from the Jackson Downtown Development Authority to host the 12 Bars of Christmas Holiday Crawl on December 20, 2025, in downtown Jackson.

J. A resolution in support of Michigan Senate Bills 248-256

Consider approval of a resolution supporting Michigan Senate Bills 248-256; a statewide water affordability bill package that helps ensure residents can consistently afford their water utility bills by capping them at no more than 3% of income for those living below 200% of the federal poverty level, and by providing shutoff protections for vulnerable populations.

9. OTHER BUSINESS.

10. NEW BUSINESS.

A. Purchase of 3 Ford Police Patrol Vehicles

Approve the purchase of three Police patrol vehicles. The Police Department budgeted $147,000 in the FY 25/26 budget for this purchase. The current State of Michigan contract price per vehicle for a pursuit-rated Ford Explorer is $45,911. Purchasing three vehicles under this contract would equal $137,733, which is less than the budgeted amount. These are hybrid vehicles, which will result in lower fuel usage and costs.

B. Purchase of one 2027 Freightliner 108SD truck cab & chassis with up-fitting.

Approve the purchase of one 2027 Freightliner 108SD truck cab & chassis from D&K Truck Company of Lansing, Michigan, for $113,373, to be up-fitted with a stainless steel five-yard dump box, underbody scraper, front plow mount, and necessary hydraulics from Truck & Trailer Specialties of Dutton, Michigan, for $98,486 for a total cost of $211,859. All procurements will be made through MiDEAL contracts.

C. Approval of a Brownfield Plan

Approve the Brownfield Plan for property located at 908 Greenwood Avenue (Parcel #4-1170.0100)

D. Amendment 2 to the 25-001 Major Street Engineering Contract

Approve Amendment 2 to the 25-001 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of

$216,800.00 and authorize the City Manager and City Engineer to sign the appropriate document.

E. Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC

Approve Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $17,055.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

F. Change Order 1(A) to the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC

Approve Change Order 1 to the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $1,209.43 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

G. Change Order 1(B) to the North Interceptor Sewer Make Ready contract with Taplin Group, LLC

Approve Change Order 1 to the North Interceptor Sewer Make Ready contract with Taplin Group, LLC in the increased amount of $92,883.73 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

H. Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.

Approval of the Final Change Order No. 3, to Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements, to decrease the total project cost by $23,776, reducing the debt service amount and providing a small savings for our citizens and water system customers.

I. Four-year contract with HydroCorp Inc. of Troy, Michigan, to perform inspections and compliance of the cross-connection control devices.

Approval of the four-year contract with HydroCorp Inc. of Troy, Michigan, in the amount of $247,482, to perform inspections and compliance with all applicable properties required to have an approved cross-connection control device.

J. A Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and agents of Aaron's Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

Approve a Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and agents of Aaron's Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

K. Approve a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

Approve a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

L. Award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

To award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

M. Approval of the updated Rehabilitation Program Manual

Approve the updated Rehabilitation Manual for the City of Jackson CDBG-funded Homeowner Rehabilitation Assistance Program.

N. Approve updated 100 Homes program guidelines

Approve updated program guidelines for the City of Jackson 100 Homes Program

O. Approve updated expanded rehabilitation program guidelines

Approve updated program guidelines for the City of Jackson ARPA-funded Expanded Housing Rehabilitation Program.

P. Joint Share Agreement - Jackson Fire Department & Summit Township Fire Department

It is recommended that the City Council approve the resolution supporting continued collaboration between the City of Jackson Fire Department and the Summit Township Fire Department as we work toward developing a Shared Service Agreement.

Q. Pension Modifications - City of Jackson Fire Department

Consider approving the Letter of Agreement between the City of Jackson and the Jackson Firefighters Union IAFF Local 1306 for pension plan modifications.

R. Establish Bicentennial Commission for City of Jackson

Adopt for first reading, the establishment of a temporary Bicentennial Commission ("Commission") to guide and coordinate planning, fundraising, and commemorative activities in celebration of the City of Jackson's 200th anniversary in 2029. Authorize the City Manager and City Attorney to make minor modifications as necessary.

S. Eyes on the Block: Community Safety Camera Pilot Proposal

Approve a 12-moth pilot program that authorizes the implementation of the "Eyes on the Block" Community Safety Camera Pilot Program, authorizes the expenditure of up to $50,000 for program costs, and directs the City Manager to oversee program development, reporting, and evaluation.

11. CLOSED SESSION.

A. Closed session to discuss specific pending litigation in the case of Wallen v City of Jackson, et al., Case No. 24-CV-13098; United States District Court for the Eastern District of Michigan, Southern Division, pursuant to MCL 15.268(e).

12. CITY COUNCILMEMBER'S COMMENTS.

13. CITY MANAGER'S COMMENTS.

14. ADJOURNMENT.

HONORARY PROCLAMATION

Recognizing Christy May Davis for Service to the Residents of Ward 5

WHEREAS, the City of Jackson acknowledges the value of civic participation and the importance of resident advocacy in strengthening our neighborhoods and improving local quality of life; and

WHEREAS, Councilmember Christy May Davis served as an active voice for the residents of Ward 5, regularly engaging with community members and communicating their concerns to City staff and leadership; and

WHEREAS, Councilmember Christy May Davis demonstrated a commitment to local beautification and community pride by participating in and encouraging neighborhood cleanups and volunteer-led improvement efforts; and

WHEREAS, Councilmember Christy May Davis consistently sought opportunities to elevate the needs, interests, and visibility of the Ward 5 community, working to ensure that residents felt represented and heard; and

WHEREAS, the City recognizes the time, energy, and personal dedication required to remain engaged in community matters and acknowledges the value of those who step forward to be involved in civic dialogue.

NOW, THEREFORE, I, Daniel J. Mahoney, Mayor, on behalf of the City of Jackson do hereby express appreciation to Christy May Davis for her involvement in community advocacy and her efforts to promote neighborhood engagement within Ward 5.

CITY OF JACKSON MICHIGAN FOUNDED IN 1829

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Jackson to be affixed this 18th day of November 2025.

Daniel J. Mahoney, Mayor

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Public Hearing for the Approval of a Brownfield Plan

---

Recommendation:

Public Hearing and discussion for the approval of the Brownfield Plan for Brown Floral located at 908 Greenwood Avenue Parcel #4-1170.0100.

Recommendation:

Conduct the public hearing and discussion for a Brownfield Plan located at 908 Greenwood Avenue (Parcel #4-1170.0100)
Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council conduct a public hearing to approve the Brownfield Plan for Brown Floral as recommended by the Jackson Brownfield Authority on October 14, 2025, with unanimous roll call vote. The Brownfield conditions that qualify the property are the known contamination; the property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: November 18, 2025

RECOMMENDATION: Conduct the public hearing and discussion for a Brownfield Plan located at 908 Greenwood Avenue (Parcel #4-1170.0100)

ISSUE STATEMENT

Conduct a Public Hearing and discussion for the approval of the Brownfield Plan for Brown Floral located at 908 Greenwood Avenue Parcel #4-1170.0100. The site has been found to be contaminated by two underground storage tanks with unknown contents and poses health risk to residential and commercial occupants.

DESCRIBE THE CONSEQUENCES

Given the known contamination of the property and its "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996. Failure to Hold hearings and public comment could jeopardize the continued utilization and development for the City of Jackson's oldest business, Brown Floral, dating back to 1965.

OWNERSHIP

Notice of the Public Hearing was published in the *Jackson Citizen Patriot / Mlive* on November 2, 2025. Notice was also given by email to all Taxing Jurisdictions of Record by electronic mail. The City of Jackson Community Development Department and the City of Jackson's Brownfield Redevelopment Authority is responsible for the creation and implementation of all City Brownfield Plans pursuant to Part 201 NREPA.

SOLUTION

City Council should conduct a Public Hearing to receive Citizen Comments for the City's Brownfield Plan. Action is required to permit the use of a Brownfield Plan (TIF) to reimburse Debra Faust/Brown Floral ("Developer") for the cost of eligible activities required to redevelop the eligible property.

FACILITATE IMPLEMENTATION

Conduct a Public Hearing for the approval of a Brownfield Plan for Brown Floral located at 908 Greenwood Avenue Parcel #4-1170.0100.

ATTACHMENTS

1. BP_Brown Floral_2025_1002_DFT Plan

Act 381 Brownfield Plan

BROWN FLORAL
908 GREENWOOD AVENUE

City of Jackson Brownfield Redevelopment Authority

Project No. 2501283
October 2, 2025

fishbeck
Engineers | Architects | Scientists | Constructors

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Act 381 Brownfield Plan

BROWN FLORAL
908 GREENWOOD AVENUE

Prepared For:
City of Jackson Brownfield Redevelopment Authority
Jackson, Michigan

October 2, 2025
Project No. 2501283

Recommended for Approval by Brownfield Redevelopment Authority on: _____
Adopted by City Council on: _____

Table of Contents

1.0 Introduction 1
1.1 Proposed Redevelopment and Future Use for Each Eligible Property 1
1.2 Eligible Property Information 1

2.0 Information Required by Section 13(2) of the Statute 2
2.1 Description of Costs to be Paid for with Tax Increment Revenues 2
Brownfield Plan/Work Plan Preparation and Development 2
Brownfield Plan/Work Plan Implementation 2
Pre-Approved Department Activities 2
Contingencies 2
Interest 2
Authority Administration Cost 2
Local Brownfield Revolving Fund 3
2.2 Summary of Eligible Activities 3
Brownfield Plan/Work Plan Preparation and Development 3
Brownfield Plan/Work Plan Implementation 3
Pre-Approved Department Activities 3
Contingencies 3
Interest 3
2.3 Estimate of Captured Taxable Value and Tax Increment Revenues 3
2.4 Method of Financing and Description of Advances Made by the Municipality 3
2.5 Maximum Amount of Note or Bonded Indebtedness 4
2.6 Duration of Brownfield Plan 4
2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions 4
2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property 4
2.9 Estimates of Residents and Displacement of Individuals/Families 4
2.10 Plan for Relocation of Displaced Persons 4
2.11 Provisions for Relocation Costs 4
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law 5
2.13 Other Material that the Authority or Governing Body Considers Pertinent 5

List of Figures

Figure 1 – Location Map
Figure 2 – Site Map of the Eligible Property

List of Tables

Table 1 – Summary of Eligible Costs
Table 2 – Total Captured Incremental Taxes Estimates
Table 3 – Estimated Reimbursement Schedule

List of Appendices

Appendix 1 Brownfield Plan Resolution(s)
Appendix 2 Notice to Taxing Jurisdictions
Appendix 3 Notice of Public Hearing
Appendix 4 Eligibility Documentation

List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
FTE	full-time equivalent
LBRF	Local Brownfield Revolving Fund
PA	Public Act
QLGU	qualified local governmental unit
TIF	tax increment financing

1.0 Introduction

The City of Jackson Brownfield Redevelopment Authority (the "JBRA") was established by the Jackson City Council pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing (TIF) for certain eligible properties.

This Brownfield Plan includes the eligible property described in Sections 1.1 and 1.2 below and permits the use of TIF to reimburse Debra Faust/Brown Floral ("Developer") for the cost of eligible activities required to redevelop the eligible property. See Appendix 1 for copies of plan resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The future property owner is proposing the revitalization of the Brown Floral site at 908 Greenwood Avenue, a prominent 1.25-acre parcel located in the heart of Jackson, Michigan. The site includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. Additionally, the greenhouse will be used to grow fresh produce, helping to expand food access in underserved areas of the community.

Historically, the property operated as a gasoline station and currently contains two underground storage tanks (USTs) associated with that former use. The environmental liabilities associated with the property have introduced unforeseen costs, creating financial obstacles that jeopardize the continued operation of this well-established local business. This Brownfield Plan aims to address those challenges by supporting the removal of the USTs, facilitating necessary environmental remediation, and enabling the successful revitalization of the site. The proposed redevelopment will preserve a valued community asset.

The Proposed Site Plan is included in Figure 3.

1.2 Eligible Property Information

Parcel ID: 4-1170.0100
Address: 908 Greenwood Avenue, Jackson, Michigan 49203

Size: Approximately 1.25 acres

The 1.25-acre Property is in a mixed residential commercial area just outside of downtown Jackson in Jackson, Jackson County, Michigan. The Property has been developed as a commercial greenhouse since at least the 1800s. Greenhouse operations peaked in the 1920s and 1930s, when approximately half of the Subject Property was covered by them. Most of the greenhouses were removed by 1950, and these areas have been primarily undeveloped since that time. Based on a recent Phase I ESA completed in April 2025, a gas station was present on the Subject Property at 918 Greenwood Avenue in at least the 1930s, which may have had a repair shop based on the presence of an attached cinder block structure. A Plus Environmental contracted FMCI to perform ground penetrating radar on the property and two potential USTs were identified (Figure 2). Alluvial Earth performed soil sampling in the area of the former gas station, which identified the presence of petroleum contamination.

Given the known contamination, the property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figure 1 and 2. Environmental data tables are provided in Attachment C.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to support the revitalization of the Brown Floral, which has been hindered by contamination caused by the former gasoline station, into a vibrant floral shop and community gathering space. The project will support the removal of the USTs and associated due care activities.

New local and state tax increment revenues will be captured to reimburse eligible brownfield costs incurred by the future property owner, following the approval of this Brownfield Plan. Base local and state taxes will continue to be distributed to the appropriate tax jurisdictions. No local debt or special assessments will be used for reimbursement. Eligible activities will support the cleanup and reuse of the contaminated property, which is in alignment with the City's vision of restoring and maintaining productive use of properties within the City.

The total cost of eligible activities anticipated to be incurred by the future Property owner, including contingencies, is $88,537 as described in Section 2.2 and summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to $41,464.

Brownfield Plan/Work Plan Preparation and Development

A Brownfield Plan is required prior to collection and disbursement of taxes. Costs will include preparation and development of this Brownfield Plan, as required per Act 381 of 1996, as amended. Preparation of the Brownfield Plan is estimated to cost $5,000, a cost that is being borne by the City of Jackson.

Brownfield Plan/Work Plan Implementation

Brownfield Plan implementation is not included for this project.

Pre-Approved Department Activities

Pre-approved Department Activities are included for this project. They include conducting Phase I and II Environmental Site Assessments, developing a Baseline Environmental Assessment (BEA)/Due Care Activities, and the removal of two USTs that were associated with the former gasoline station on the Property. Environmental activities, such as the Phase I and II ESA's, BEA's, and Due Care are estimated to cost $9,757 for Brown Floral. The removal of the underground storage tanks, transportation and disposal of any related wastes, backfill and restoration of the site is estimated to cost $64,156 for Brown Floral.

Contingencies

A 15% contingency ($9,623) is included for all eligible activities not already completed to accommodate unexpected conditions encountered during this project.

Interest

Interest expense is an eligible expense under this Plan and the amount of interest will be calculated following completion of project activities. Nonetheless, it is the intent of this Plan that the total amount of tax increment revenues collected for all eligible project costs not to exceed $88,537.

Authority Administration Cost

Eligible administrative costs incurred by the JCBRA are included in this plan as an eligible expense of 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as $11,014.

Local Brownfield Revolving Fund

Up to five years may be captured for deposit into the LBRF. The estimated deposits to the LBRF are calculated to be $41,464.

2.2 Summary of Eligible Activities

Brownfield Plan/Work Plan Preparation and Development

A Brownfield Plan is required prior to collection and disbursement of taxes. Costs will include preparation and development of this Brownfield Plan, as required per Act 381 of 1996, as amended.

Brownfield Plan/Work Plan Implementation

Brownfield Plan implementation is not included for this project.

Pre-Approved Department Activities

Pre-approved Department Activities are included for this project. They include conducting Phase I and II Environmental Site Assessments, developing a Baseline Environmental Assessment (BEA)/Due Care Activities, and the removal of two USTs that were associated with the former gasoline station on the Property.

Contingencies

A 15% contingency is included for all eligible activities not already completed to accommodate unexpected conditions encountered during this project.

Interest

To the extent interest expenses can be charged within the limits of this Plan, such an expense is eligible for reimbursement.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2025 taxable value of $84.402. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in late 2025 and be completed in the year of 2026. Collection of the tax increment will start immediately with 2026 taxes. It is anticipated that the Taxable Value will be $185,000 in 2026.

After the completion of this project and expiration of the proposed tax exemption, the projected taxable value is estimated at $185,000. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing, jurisdiction is depicted in tabular form (table 2). The JBRA may capture up to five full years of the tax increment and deposit the revenues into the LBRF or an amount not to exceed the total cost of eligible activities. The plan also includes a flat fee of 10% of the local tax increment for administrative and operation expense of the JBRA. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by a combination of Brown Floral, the Jackson County BRA, and the JBRA., Environmental due diligence costs have been financed by Brown Floral. Future Baseline Environmental Assessment/Due Care activities will be financed by the JBRA. The Jackson County BRA is providing a loan to Brown Floral in an amount not to exceed $86,500 to reimburse costs of the UST removal and site restoration which will be financed by Brown Floral.

2.5 Maximum Amount of Note or Bonded Indebtedness

The Jackson County BRA is providing a loan in an amount not to exceed $86,500 to reimburse eligible costs incurred by Brown Floral.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2026. This plan will then remain in place for 30 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Subject Property consists of one parcel addressed 908 Greenwood Avenue, Jackson, Michigan, occupying approximately 1.25 acres. The parcel ID number for the property is listed below. A Site Map is attached as Figure 2. No personal property is anticipated to be created; therefore, no personal property is included as eligible property.

The legal description for the parcel is as follows:

Parcel ID No.: 4-1170.0100

BEG AT SE COR OF BLK 6, HARWOOD'S ADD TH N 89°52'36" W 104.01 FT ALG S LINE OF SD BLK 6 TH N 00°30'56" E 186.05 FT TH S 89°49'13" E 54.00 FT TH N 00°30'56" E 143.06 FT TO N LN OF SD BLK 6 TH S 89°42'57" E 211.00 FT ALG SD N LN TH S 30°53'25" E 10.35 FT TO E LN OF SD BLK 6 TH S 27°56'06" W 361.32 FT ALG E LN OF BLK 6 TO POB. BLK 6 HARWOOD'S ADD. SPLIT/COMBINED ON 12/07/2022 FROM 4-117000000, 4-1170.1000, 4-117100000, 4-117200000, 4-117300000, 4-117400000, 4-117500000, 4-117600000, 4-118400000, 4-1184.1000 INTO 4-1176.0100

A map showing eligible property dimensions is attached in Figure 1.

The property is an eligible property due to the presence of contamination on the site that makes it a facility as defined in the Act.

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

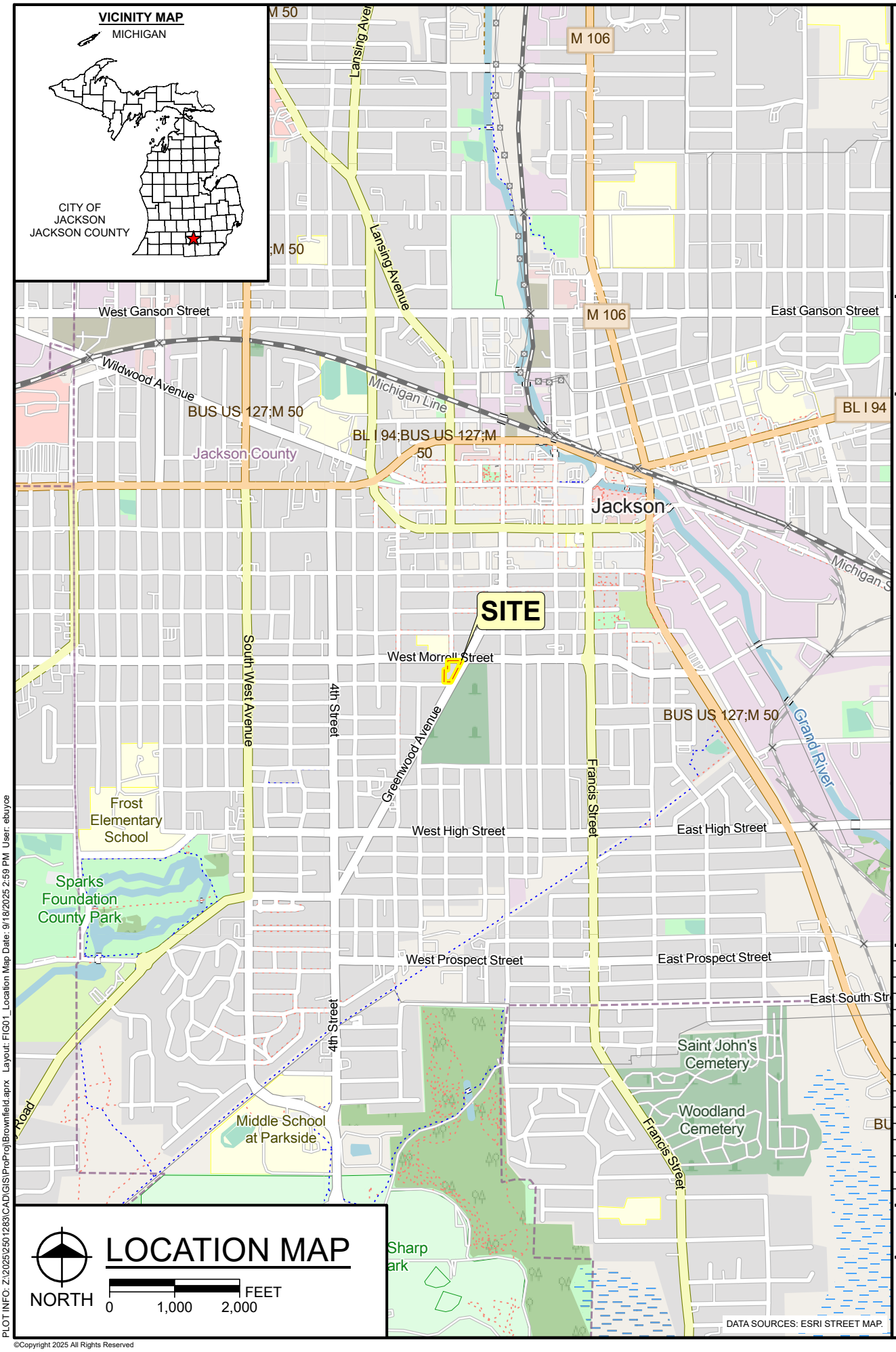
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

N/A

Figure 1 – Location Map



fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Brown Floral
908 Greenwood Avenue, Jackson, Michigan
Act 381 Brownfield Plan

PROJECT NO.
2501283

FIGURE NO.
1

PLOT INFO: Z:\2025\2501283\CAD\GIS\ProjBrownfield.aprx Layout: FIG01_Location Map Date: 9/18/2025 2:59 PM User: ebuyce

©Copyright 2025 All Rights Reserved

Figure 2 – Site Map of the Eligible Activities



NORTH

SITE PLAN

0 30 60 FEET

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Brown Floral
908 Greenwood Avenue, Jackson, Michigan
Act 381 Brownfield Plan

PROJECT NO.
2501283

FIGURE NO.
2

PLOT INFO: Z:\2025\2501283\CAD\GIS\ProjBrownfield.aprx Layout: FIG02_Site Plan Date: 9/18/2025 2:59 PM User: ebuyce

©Copyright 2025 All Rights Reserved

Table 1 – Summary of Eligible Activities

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Pre-Approved Departmental Activities	**$ 9,757**	
Phase I ESA	$ 2,500	
GPR	$ 1,880	
A+ GPT Oversight	$ 500	
Soil Sampling	$ 2,008	**2025**
	$ 1,300	
	$ 1,569	
BEA/Due Care	$ -	
UST Removal	**$ 64,156**	
Small UST Removal	$ 11,411	
Large UST Removal	$ 16,755	
Vac Truck ($150/hr + $0.95/gal)	$ 1,600	**2025**
Field Time	$ 3,000	
Laboratory Analyses	$ 990	
Restoration of Parking Lot	$ 27,900	
Project Planning	$ 2,500	
EGLE Eligible Activities Subtotal	**$ 73,913**	
Contingency (15%)	**$ 9,623**	
Interest Expense	**TBD**	
Brownfield Plan/Work Plan Preparation	**$ 5,000**	**City Funded/EPA**
Brownfield Plan/Work Plan Implementation	**$ -**	
EGLE Eligible Activities Total Costs	**$ 88,537**	

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost	Completion Season/Year
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
MEDC Eligible Activities Subtotal	**$ -**	
Contingency (15%)	**$ -**	
Interest Expense	**$ -**	
Brownfield Plan/Work Plan Preparation	**$ -**	
Brownfield Plan/Work Plan Implementation	**$ -**	
MEDC Eligible Activities Total Costs	**$ -**	

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
MSHDA Eligible Activities Subtotal	**$ -**	
Contingency (15%)	**$ -**	
Interest Expense	**$ -**	
Brownfield Plan/Work Plan Preparation	**$ -**	
Brownfield Plan/Work Plan Implementation	**$ -**	
MSHDA Eligible Activities Total Costs	**$ -**	

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Activity	$ -	
Activity	$ -	
Authority Administration Fee (10%)	$ -	
Local Only Eligible Activities Subtotal	$ -	
Contingency (0%)	$ -	
Interest Expense	$ -	
Brownfield Plan/Work Plan Preparation	$ -	
Local Only Eligible Activities Total Costs	$ -	

Table 2 – Total Captured Incremental Taxes Estimates

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7
Calendar Year	2026	2027	2028	2029	2030	2031	2032
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 185,000	$ 186,850	$ 188,719	$ 190,606	$ 192,512	$ 194,437	$ 196,381
Incremental Difference (New TV - Base TV)	**$ 100,598**	**$ 102,448**	**$ 104,317**	**$ 106,204**	**$ 108,110**	**$ 110,035**	**$ 111,979**

School Capture	Millage Rate							
State Education Tax (SET)	6.0000	$ 604	$ 615	$ 626	$ 637	$ 649	$ 660	$ 672
School Operating Tax	18.0000	$ 1,811	$ 1,844	$ 1,878	$ 1,912	$ 1,946	$ 1,981	$ 2,016
School Total	**24.0000**	**$ 2,414**	**$ 2,459**	**$ 2,504**	**$ 2,549**	**$ 2,595**	**$ 2,641**	**$ 2,688**

Local Capture	Millage Rate							
Med Care	0.2476	$ 25	$ 25	$ 26	$ 26	$ 27	$ 27	$ 28
Senior Services	0.5966	$ 60	$ 61	$ 62	$ 63	$ 64	$ 66	$ 67
Lifeways	0.4947	$ 50	$ 51	$ 52	$ 53	$ 53	$ 54	$ 55
County Parks	0.4954	$ 50	$ 51	$ 52	$ 53	$ 54	$ 55	$ 55
Animal Control	0.2476	$ 25	$ 25	$ 26	$ 26	$ 27	$ 27	$ 28
Library	1.7411	$ 175	$ 178	$ 182	$ 185	$ 188	$ 192	$ 195
Jackson IDD	2.7411	$ 276	$ 281	$ 286	$ 291	$ 296	$ 302	$ 307
Jackson ISD Oper	0.1700	$ 17	$ 17	$ 18	$ 18	$ 18	$ 19	$ 19
Jackson ISD Voc	1.0643	$ 107	$ 109	$ 111	$ 113	$ 115	$ 117	$ 119
Jackson ISD Spec	2.0643	$ 208	$ 211	$ 215	$ 219	$ 223	$ 227	$ 231
Jackson ISD Sp12	0.7704	$ 78	$ 79	$ 80	$ 82	$ 83	$ 85	$ 86
JTA	0.9897	$ 100	$ 101	$ 103	$ 105	$ 107	$ 109	$ 111
City Operating	6.6828	$ 672	$ 685	$ 697	$ 710	$ 722	$ 735	$ 748
City Pub Imp	1.9092	$ 192	$ 196	$ 199	$ 203	$ 206	$ 210	$ 214
City Pol/Fire	8.4500	$ 850	$ 866	$ 881	$ 897	$ 914	$ 930	$ 946
Jackson College	1.1327	$ 114	$ 116	$ 118	$ 120	$ 122	$ 125	$ 127
JPS Oper Pub Rec	0.4952	$ 50	$ 51	$ 52	$ 53	$ 54	$ 54	$ 55
County Oper	5.0660	$ 510	$ 519	$ 528	$ 538	$ 548	$ 557	$ 567
Local Total	**35.3587**	**$ 3,557**	**$ 3,622**	**$ 3,688**	**$ 3,755**	**$ 3,823**	**$ 3,891**	**$ 3,959**

Non-Capturable Millages	Millage Rate							
JPS Debt 2004	1.1205	$ 113	$ 115	$ 117	$ 119	$ 121	$ 123	$ 125
JPS Debt 2009	1.6038	$ 161	$ 164	$ 167	$ 170	$ 173	$ 176	$ 180
JPS Debt 2018	2.6038	$ 262	$ 267	$ 272	$ 277	$ 281	$ 287	$ 292
City Hall Debt	3.6038	$ 363	$ 369	$ 376	$ 383	$ 390	$ 397	$ 404
Non-Capturable Total	**8.9319**	**$ 274**	**$ 279**	**$ 284**	**$ 289**	**$ 295**	**$ 300**	**$ 305**

Total Tax Increment Revenue (TIR) Available for Capture	$ 5,971	$ 6,081	$ 6,192	$ 6,304	$ 6,417	$ 6,532	$ 6,647

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	**8**	**9**	**10**	**11**	**12**	**13**	**14**
Calendar Year	2033	2034	2035	2036	2037	2038	2039
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 198,345	$ 200,328	$ 202,332	$ 204,355	$ 206,399	$ 208,463	$ 210,547
Incremental Difference (New TV - Base TV)	**$ 113,943**	**$ 115,926**	**$ 117,930**	**$ 119,953**	**$ 121,997**	**$ 124,061**	**$ 126,145**

School Capture	Millage Rate							
State Education Tax (SET)	6.0000	$ 684	$ 696	$ 708	$ 720	$ 732	$ 744	$ 757
School Operating Tax	18.0000	$ 2,051	$ 2,087	$ 2,123	$ 2,159	$ 2,196	$ 2,233	$ 2,271
School Total	**24.0000**	**$ 2,735**	**$ 2,782**	**$ 2,830**	**$ 2,879**	**$ 2,928**	**$ 2,977**	**$ 3,027**

Local Capture	Millage Rate							
Med Care	0.2476	$ 28	$ 29	$ 29	$ 30	$ 30	$ 31	$ 31
Senior Services	0.5966	$ 68	$ 69	$ 70	$ 72	$ 73	$ 74	$ 75
Lifeways	0.4947	$ 56	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
County Parks	0.4954	$ 56	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
Animal Control	0.2476	$ 28	$ 29	$ 29	$ 30	$ 30	$ 31	$ 31
Library	1.7411	$ 198	$ 202	$ 205	$ 209	$ 212	$ 216	$ 220
Jackson IDD	2.7411	$ 312	$ 318	$ 323	$ 329	$ 334	$ 340	$ 346
Jackson ISD Oper	0.1700	$ 19	$ 20	$ 20	$ 20	$ 21	$ 21	$ 21
Jackson ISD Voc	1.0643	$ 121	$ 123	$ 126	$ 128	$ 130	$ 132	$ 134
Jackson ISD Spec	2.0643	$ 235	$ 239	$ 243	$ 248	$ 252	$ 256	$ 260
Jackson ISD Sp12	0.7704	$ 88	$ 89	$ 91	$ 92	$ 94	$ 96	$ 97
JTA	0.9897	$ 113	$ 115	$ 117	$ 119	$ 121	$ 123	$ 125
City Operating	6.6828	$ 761	$ 775	$ 788	$ 802	$ 815	$ 829	$ 843
City Pub Imp	1.9092	$ 218	$ 221	$ 225	$ 229	$ 233	$ 237	$ 241
City Pol/Fire	8.4500	$ 963	$ 980	$ 997	$ 1,014	$ 1,031	$ 1,048	$ 1,066
Jackson College	1.1327	$ 129	$ 131	$ 134	$ 136	$ 138	$ 141	$ 143
JPS Oper Pub Rec	0.4952	$ 56	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
County Oper	5.0660	$ 577	$ 587	$ 597	$ 608	$ 618	$ 628	$ 639
Local Total	**35.3587**	**$ 4,029**	**$ 4,099**	**$ 4,170**	**$ 4,241**	**$ 4,314**	**$ 4,387**	**$ 4,460**

Non-Capturable Millages	Millage Rate							
JPS Debt 2004	1.1205	$ 128	$ 130	$ 132	$ 134	$ 137	$ 139	$ 141
JPS Debt 2009	1.6038	$ 183	$ 186	$ 189	$ 192	$ 196	$ 199	$ 202
JPS Debt 2018	2.6038	$ 297	$ 302	$ 307	$ 312	$ 318	$ 323	$ 328
City Hall Debt	3.6038	$ 411	$ 418	$ 425	$ 432	$ 440	$ 447	$ 455
Non-Capturable Total	**8.9319**	**$ 310**	**$ 316**	**$ 321**	**$ 327**	**$ 332**	**$ 338**	**$ 344**

Total Tax Increment Revenue (TIR) Available for Capture	$ 6,764	$ 6,881	$ 7,000	$ 7,120	$ 7,242	$ 7,364	$ 7,488

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	**15**	**16**	**17**	**18**	**19**	**20**	**21**
Calendar Year	2040	2041	2042	2043	2044	2045	2046
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 212,653	$ 214,779	$ 216,927	$ 219,096	$ 221,287	$ 223,500	$ 225,735
Incremental Difference (New TV - Base TV)	**$ 128,251**	**$ 130,377**	**$ 132,525**	**$ 134,694**	**$ 136,885**	**$ 139,098**	**$ 141,333**
School Capture	Millage Rate						
State Education Tax (SET)	6.0000	$ 770	$ -	$ -	$ -	$ -	$ -	$ -
School Operating Tax	18.0000	$ 2,309	$ -	$ -	$ -	$ -	$ -	$ -
School Total	**24.0000**	**$ 3,078**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture	Millage Rate						
Med Care	0.2476	$ 32	$ 32	$ 33	$ 33	$ 34	$ 34	$ 35
Senior Services	0.5966	$ 77	$ 78	$ 79	$ 80	$ 82	$ 83	$ 84
Lifeways	0.4947	$ 63	$ 64	$ 66	$ 67	$ 68	$ 69	$ 70
County Parks	0.4954	$ 64	$ 65	$ 66	$ 67	$ 68	$ 69	$ 70
Animal Control	0.2476	$ 32	$ 32	$ 33	$ 33	$ 34	$ 34	$ 35
Library	1.7411	$ 223	$ 227	$ 231	$ 235	$ 238	$ 242	$ 246
Jackson IDD	2.7411	$ 352	$ 357	$ 363	$ 369	$ 375	$ 381	$ 387
Jackson ISD Oper	0.1700	$ 22	$ 22	$ 23	$ 23	$ 23	$ 24	$ 24
Jackson ISD Voc	1.0643	$ 136	$ 139	$ 141	$ 143	$ 146	$ 148	$ 150
Jackson ISD Spec	2.0643	$ 265	$ 269	$ 274	$ 278	$ 283	$ 287	$ 292
Jackson ISD Sp12	0.7704	$ 99	$ 100	$ 102	$ 104	$ 105	$ 107	$ 109
JTA	0.9897	$ 127	$ 129	$ 131	$ 133	$ 135	$ 138	$ 140
City Operating	6.6828	$ 857	$ 871	$ 886	$ 900	$ 915	$ 930	$ 945
City Pub Imp	1.9092	$ 245	$ 249	$ 253	$ 257	$ 261	$ 266	$ 270
City Pol/Fire	8.4500	$ 1,084	$ 1,102	$ 1,120	$ 1,138	$ 1,157	$ 1,175	$ 1,194
Jackson College	1.1327	$ 145	$ 148	$ 150	$ 153	$ 155	$ 158	$ 160
JPS Oper Pub Rec	0.4952	$ 64	$ 65	$ 66	$ 67	$ 68	$ 69	$ 70
County Oper	5.0660	$ 650	$ 660	$ 671	$ 682	$ 693	$ 705	$ 716
Local Total	**35.3587**	**$ 4,535**	**$ 4,610**	**$ 4,686**	**$ 4,763**	**$ 4,840**	**$ 4,918**	**$ 4,997**
Non-Capturable Millages	Millage Rate						
JPS Debt 2004	1.1205	$ 144	$ 146	$ 148	$ 151	$ 153	$ 156	$ 158
JPS Debt 2009	1.6038	$ 206	$ 209	$ 213	$ 216	$ 220	$ 223	$ 227
JPS Debt 2018	2.6038	$ 334	$ 339	$ 345	$ 351	$ 356	$ 362	$ 368
City Hall Debt	3.6038	$ 462	$ 470	$ 478	$ 485	$ 493	$ 501	$ 509
Non-Capturable Total	**8.9319**	**$ 349**	**$ 355**	**$ 361**	**$ 367**	**$ 373**	**$ 379**	**$ 385**
Total Tax Increment Revenue (TIR) Available for Capture		$ 7,613	$ 4,610	$ 4,686	$ 4,763	$ 4,840	$ 4,918	$ 4,997

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	22	23	24	25	Totals
Calendar Year	2047	2048	2049	2050	
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 227,993	$ 230,272	$ 232,575	$ 234,901	$ 249,352
Incremental Difference (New TV - Base TV)	**$ 143,591**	**$ 145,870**	**$ 148,173**	**$ 150,499**	**$ -**

School Capture	Millage Rate					
State Education Tax (SET)	6.0000	$ -	$ -	$ -	$ -	$ 10,271
School Operating Tax	18.0000	$ -	$ -	$ -	$ -	$ 30,814
School Total	**24.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41,085**

Local Capture	Millage Rate					
Med Care	0.2476	$ 36	$ 36	$ 37	$ 37	$ 771
Senior Services	0.5966	$ 86	$ 87	$ 88	$ 90	$ 1,858
Lifeways	0.4947	$ 71	$ 72	$ 73	$ 74	$ 1,541
County Parks	0.4954	$ 71	$ 72	$ 73	$ 75	$ 1,543
Animal Control	0.2476	$ 36	$ 36	$ 37	$ 37	$ 771
Library	1.7411	$ 250	$ 254	$ 258	$ 262	$ 5,423
Jackson IDD	2.7411	$ 394	$ 400	$ 406	$ 413	$ 8,538
Jackson ISD Oper	0.1700	$ 24	$ 25	$ 25	$ 26	$ 530
Jackson ISD Voc	1.0643	$ 153	$ 155	$ 158	$ 160	$ 3,315
Jackson ISD Spec	2.0643	$ 296	$ 301	$ 306	$ 311	$ 6,430
Jackson ISD Sp12	0.7704	$ 111	$ 112	$ 114	$ 116	$ 2,400
JTA	0.9897	$ 142	$ 144	$ 147	$ 149	$ 3,083
City Operating	6.6828	$ 960	$ 975	$ 990	$ 1,006	$ 20,817
City Pub Imp	1.9092	$ 274	$ 278	$ 283	$ 287	$ 5,947
City Pol/Fire	8.4500	$ 1,213	$ 1,233	$ 1,252	$ 1,272	$ 26,321
Jackson College	1.1327	$ 163	$ 165	$ 168	$ 170	$ 3,528
JPS Oper Pub Rec	0.4952	$ 71	$ 72	$ 73	$ 75	$ 1,543
County Oper	5.0660	$ 727	$ 739	$ 751	$ 762	$ 15,780
Local Total	**35.3587**	**$ 5,077**	**$ 5,158**	**$ 5,239**	**$ 5,321**	**$ 110,140**

Non-Capturable Millages	Millage Rate					
JPS Debt 2004	1.1205	$ 161	$ 163	$ 166	$ 169	$ 3,490
JPS Debt 2009	1.6038	$ 230	$ 234	$ 238	$ 241	$ 4,996
JPS Debt 2018	2.6038	$ 374	$ 380	$ 386	$ 392	$ 8,111
City Hall Debt	3.6038	$ 517	$ 526	$ 534	$ 542	$ 11,226
Non-Capturable Total	**8.9319**	**$ 391**	**$ 397**	**$ 404**	**$ 410**	**$ 8,486**

Total Tax Increment Revenue (TIR) Available for Capture	$ 5,077	$ 5,158	$ 5,239	$ 5,321	**$ 151,226**

NOTES:

Table 3 – Estimates Reimbursement Schedule

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**40.4%**	$ 15,257	$ -	$ 15,257
Local	**59.6%**	$ 73,280	$ -	$ 73,280
TOTAL				
EGLE	100.0%	$ 88,537	$ -	$ 88,537
MEDC	0.0%	$ -	$ -	$ -
MSHDA	0.0%	$ -	$ -	$ -

Estimated Total Years of Plan:	**30**

		1	2	3	4	5	6	7	8
		2026	2027	2028	2029	2030	2031	2032	2033
Total State Incremental Revenue		$ 2,414	$ 2,459	$ 2,504	$ 2,549	$ 2,595	$ 2,641	$ 2,688	$ 2,735
State Brownfield Redevelopment Fund (50% of SET)		$ 302	$ 307	$ 313	$ 319	$ 324	$ 330	$ 336	$ 342
State TIR Available for Reimbursement		**$ 2,113**	**$ 2,151**	**$ 2,191**	**$ 2,230**	**$ 2,270**	**$ 2,311**	**$ 2,352**	**$ 2,393**
Total Local Incremental Revenue		$ 3,557	$ 3,622	$ 3,688	$ 3,755	$ 3,823	$ 3,891	$ 3,959	$ 4,029
BRA Administrative Fee		$ 356	$ 362	$ 369	$ 376	$ 382	$ 389	$ 396	$ 403
Local TIR Available for Reimbursement		**$ 3,201**	**$ 3,260**	**$ 3,320**	**$ 3,380**	**$ 3,440**	**$ 3,502**	**$ 3,563**	**$ 3,626**
Total State & Local TIR Available		**$ 5,314**	**$ 5,412**	**$ 5,510**	**$ 5,610**	**$ 5,711**	**$ 5,812**	**$ 5,915**	**$ 6,019**
Brownfield Redevelopment Authority (BRA)	Beginning Balance								
Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BF Implementation Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Local Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Total Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual BRA Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DEVELOPER	Beginning Balance								
Reimbursement Balance	***$ 88,537***	***$ 83,223***	***$ 77,812***	***$ 72,301***	***$ 66,691***	***$ 60,981***	***$ 55,168***	***$ 49,253***	***$ 45,627***
MSHDA Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Total MSHDA Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	*$ 88,537*	*$ 88,537*	*$ 83,223*	*$ 77,812*	*$ 72,301*	*$ 66,691*	*$ 60,981*	*$ 55,168*	*$ 49,253*
State Tax Reimbursement	$ 15,257	$ 2,113	$ 2,151	$ 2,191	$ 2,230	$ 2,270	$ 2,311	$ 2,352	$ -
Local Tax Reimbursement	$ 73,280	$ 3,201	$ 3,260	$ 3,320	$ 3,380	$ 3,440	$ 3,502	$ 3,563	$ 3,626
Total EGLE Reimbursement Balance		*$ 83,223*	*$ 77,812*	*$ 72,301*	*$ 66,691*	*$ 60,981*	*$ 55,168*	*$ 49,253*	*$ 45,627*
MEDC Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MEDC Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local-Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Total Local-Only Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement		*$ 5,314*	*$ 5,412*	*$ 5,510*	*$ 5,610*	*$ 5,711*	*$ 5,812*	*$ 5,915*	*$ 3,626*
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits *		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 2,393*
Local Tax Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Capture		
Administrative Fees	$	11,014
State Brownfield Redevelopment Fund	$	5,136
Local Brownfield Revolving Fund	$	41,464

	9	10	11	12	13	14	15	16	17
	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue	$ 2,782	$ 2,830	$ 2,879	$ 2,928	$ 2,977	$ 3,027	$ 3,078	$ -	$ -
State Brownfield Redevelopment Fund (50% of SI	$ 348	$ 354	$ 360	$ 366	$ 372	$ 378	$ 385	$ -	$ -
State TIR Available for Reimbursement	**$ 2,434**	**$ 2,477**	**$ 2,519**	**$ 2,562**	**$ 2,605**	**$ 2,649**	**$ 2,693**	**$ -**	**$ -**
Total Local Incremental Revenue	$ 4,099	$ 4,170	$ 4,241	$ 4,314	$ 4,387	$ 4,460	$ 4,535	$ 4,610	$ 4,686
BRA Administrative Fee	$ 410	$ 417	$ 424	$ 431	$ 439	$ 446	$ 453	$ 461	$ 469
Local TIR Available for Reimbursement	**$ 3,689**	**$ 3,753**	**$ 3,817**	**$ 3,882**	**$ 3,948**	**$ 4,014**	**$ 4,081**	**$ 4,149**	**$ 4,217**
Total State & Local TIR Available	**$ 6,124**	**$ 6,229**	**$ 6,336**	**$ 6,444**	**$ 6,553**	**$ 6,663**	**$ 6,775**	**$ 4,149**	**$ 4,217**
Brownfield Redevelopment Authority (BRA)									
Reimbursement Balance	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
BF Implementation Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	0	0	0	0	0	0	0	0	0
Local Tax Reimbursement	0	0	0	0	0	0	0	0	0
Total Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual BRA Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DEVELOPER									
Reimbursement Balance	*$ 41,938*	*$ 38,185*	*$ 34,368*	*$ 30,486*	*$ 26,538*	*$ 22,523*	*$ 18,442*	*$ 14,293*	*$ 10,076*
MSHDA Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	0
Total MSHDA Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	*$ 45,627*	*$ 41,938*	*$ 38,185*	*$ 34,368*	*$ 30,486*	*$ 26,538*	*$ 22,523*	*$ 18,442*	*$ 14,293*
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ 3,689	$ 3,753	$ 3,817	$ 3,882	$ 3,948	$ 4,014	$ 4,081	$ 4,149	$ 4,217
Total EGLE Reimbursement Balance	*$ 41,938*	*$ 38,185*	*$ 34,368*	*$ 30,486*	*$ 26,538*	*$ 22,523*	*$ 18,442*	*$ 14,293*	*$ 10,076*
MEDC Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MEDC Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local-Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	0
Total Local-Only Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement	*$ 3,689*	*$ 3,753*	*$ 3,817*	*$ 3,882*	*$ 3,948*	*$ 4,014*	*$ 4,081*	*$ 4,149*	*$ 4,217*
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	*$ 2,434*	*$ 2,477*	*$ 2,519*	*$ 2,562*	*$ 2,605*	*$ 267*	*$ -*	*$ -*	*$ -*
Local Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total LBRF Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*

*Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

	18	19	20	21	22	23	24	25	
	2043	2044	2045	2046	2047	2048	2049	2050	TOTAL
Total State Incremental Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,085
State Brownfield Redevelopment Fund (50% of SI	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,136
State TIR Available for Reimbursement	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 35,950**
Total Local Incremental Revenue	$ 4,763	$ 4,840	$ 4,918	$ 4,997	$ 5,077	$ 5,158	$ 5,239	$ 5,321	$ 110,140
BRA Administrative Fee	$ 476	$ 484	$ 492	$ 500	$ 508	$ 516	$ 524	$ 532	$ 11,014
Local TIR Available for Reimbursement	**$ 4,286**	**$ 4,356**	**$ 4,426**	**$ 4,498**	**$ 4,569**	**$ 4,642**	**$ 4,715**	**$ 4,789**	**$ 99,126**
Total State & Local TIR Available	**$ 4,286**	**$ 4,356**	**$ 4,426**	**$ 4,498**	**$ 4,569**	**$ 4,642**	**$ 4,715**	**$ 4,789**	**$ 135,076**
Brownfield Redevelopment Authority (BRA)									
Reimbursement Balance	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
BF Implementation Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
State Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Total Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual BRA Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DEVELOPER									
Reimbursement Balance	***$ 5,790***	***$ 1,433***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
MSHDA Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Total MSHDA Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	*$ 10,076*	*$ 5,790*	*$ 1,433*	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,617
Local Tax Reimbursement	$ 4,286	$ 4,356	$ 1,433	$ -	$ -	$ -	$ -	$ -	$ 72,920
Total EGLE Reimbursement Balance	*$ 5,790*	*$ 1,433*	$ -	$ -	$ -	$ -	$ -	$ -	*$ 88,537*
MEDC Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MEDC Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local-Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Total Local-Only Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement	*$ 4,286*	*$ 4,356*	*$ 1,433*	$ -	$ -	$ -	$ -	$ -	***$ 88,537***
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41,464**
State Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 15,257*
Local Tax Capture	$ -	$ -	*$ 2,993*	*$ 4,498*	*$ 4,569*	*$ 4,642*	*$ 4,715*	*$ 4,789*	*$ 26,207*
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 41,464*

*Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Brownfield Plan Resolution(s)

JACKSON, MICHIGAN

RESOLUTION ADOPTING A BROWNFIELD PLAN
OF
BROWN FLORAL PROPERTY
BY THE CITY OF JACKSON, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the City Council of the City of Jackson, Michigan, held in City Council Chambers, City Hall located at 161 W Michigan Avenue, Jackson, Michigan 49201, on the _____ day of _____ 2025 at ____ PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Jackson City Council, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 908 Greenwood Ave, Jackson, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Jackson City Council have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Jackson City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Jackson City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Jackson City Council concur with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the Jackson City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)ss:

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on the _____ day of _____ 2025, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____ 2025.

Andrea Muray

City of Jackson Clerk

Notice to Taxing Jurisdictions

NOTICE TO ALL TAXING JURISDICTIONS

THE CITY COMMISSION OF JACKSON, MICHIGAN PROPOSES TO APPROVE A BROWNFIELD PLAN FOR THE PROPERTY LOCATED AT 908 GREENWOOD AVENUE, JACKSON, MICHIGAN (TAX IDENTIFICATION NO 4-1170.0100)

The City of Jackson, Jackson, Michigan has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of one parcel of property located at 908 Greenwood Avenue, Jackson, Jackson County, Michigan. The property contains one commercial parcel that includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. Additionally, the greenhouse will be used to grow fresh produce, helping to expand food access in underserved areas of the community.

The Brownfield condition that qualifies the property as eligible is a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes pre-approved department activities, and soil sampling and due care; and underground storage tank (UST) removal.

The plan will be considered for adoption at the _____ _____, ____ meeting of the City of Jackson City Council held at TIME in the City Hall, Council Chamers, 161 West Michigan Avenue, Jackson, Michigan 49201. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to John O'Conno, joconnor@cityofjackson.org, 517-768-6426

Dated: ____ ____, _____

Notice of Public Hearing

NOTICE OF PUBLIC HEARING

THE CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

OF JACKSON COUNTY

REGARDING ADOPTION OF A BROWNFIELD PLAN OF BROWN FLORAL LOCATED AT 908 GREENWOOD AVENUE WITHIN THE CITY OF JACKSON, IN THE COUNTY OF JACKSON, MICHIGAN

TO ALL INTERESTED PERSONS IN JACKSON COUNTY

PLEASE TAKE NOTICE that the City Council for the City of Jackson, Michigan will hold a Public Hearing on _____, the ___ day of _____ _____, at approximately _____, Eastern Daylight time in the Council Chambers within City Hall, 161 W. Michigan Avenue, Jackson, Michigan, to receive public comment on the City's Brownfield Redevelopment Plan to include therein the Brown Floral property site located at 908 Greenwood Avenue, Jackson, Jackson County, Michigan. The following legal parcel is included in the "eligible property":

Parcel ID No.: 4-1170.0100

BEG AT SE COR OF BLK 6, HARWOOD'S ADD TH N 89°52'36" W 104.01 FT ALG S LINE OF SD BLK 6 TH N 00°30'56" E 186.05 FT TH S 89°49'13" E 54.00 FT TH N 00°30'56" E 143.06 FT TO N LN OF SD BLK 6 TH S 89°42'57" E 211.00 FT ALG SD N LN TH S 30°53'25" E 10.35 FT TO E LN OF SD BLK 6 TH S 27°56'06" W 361.32 FT ALG E LN OF BLK 6 TO POB. BLK 6 HARWOOD'S ADD. SPLIT/COMBINED ON 12/07/2022 FROM 4-117000000, 4-1170.1000, 4-117100000, 4-117200000, 4-117300000, 4-117400000, 4-117500000, 4-117600000, 4-118400000, 4-1184.1000 INTO 4-1176.0100

The property consists of one commercial parcel consisting of 1.25-acres located in Jackson, Michigan. The site includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. This Brownfield Plan aims to address environmental challenges associated with the former use of the property as a gasoline station by supporting the removal of the USTs, facilitating necessary environmental remediation, and enabling the successful revitalization of the site.

The Brownfield condition that qualifies the property as eligible is the presence of contamination that makes the site a facility as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

The Brownfield Plan, which includes a site map, is available for public inspection at the City Hall, Community Development Department, located at 161 W. Michigan Avenue, Jackson, Michigan. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Jackson County Brownfield Redevelopment Authority at (517) 788-4330. THIS NOTICE is given by order of the City Council of the City of Jackson, Michigan.

Andrea Murray, Clerk
City of Jackson

Eligibility Documentation

Analytical Summary of Data Collected by A+ Environmental
Brown Floral

	GSI Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Residential Drinking Water Protection Criteria	Direct Contact Criteria	GP 1 (3-5')	GP 1 (8-10')	GP 2 (9-10')	GP 2 (10-12)	GP 2 (13-15')	GP 3 (8-10')	GP 3 (12-15')	GP 6 (8')	GP 6 (12')	GP 7 (7.5')
Analyte														
Lead	-	-	700000	400000	**46000**	**44000**	**26000**	**1300**	**4000**	**8800**	**2800**	**1000**	**15000**	**3200**
Benzene	4000	1600	100	180000	ND	ND	ND	**210**	**67**	ND	ND	ND	ND	ND
Toluene	5400	330000	16000	50000000	ND	ND	ND	**140**	**64**	ND	ND	ND	ND	ND
o-Xylene	980	6300000	5600	410000000	ND	ND	ND	**180**	**320**	ND	ND	ND	ND	ND
m,p-Xylene	980	6300000	5600	410000000	ND	ND	ND	**550**	**900**	ND	ND	ND	ND	ND
1,2,4-Trimethylbenzene	570	4300000	2100	32000000	ND	ND	ND	ND	**820**	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	1100	2600000	1800	32000000	ND	ND	ND	ND	**210**	ND	ND	ND	ND	ND

Notes
Results are reported in µg/Kg-dry
ND = Not detected
Bold = Detected
Highlighted = Exceeds EGLE Criteria

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: October 28, 2025

RECOMMENDATION: Receive the Engineer's Report for street resurfacing on Ganson Street from Elm Avenue to the east City Limits and establish November 18, 2025 at the City Council meeting as the time and place to hold a public hearing of necessity.

ISSUE STATEMENT

The City of Jackson has received a federal Surface Transportation Program (STP) grant in the amount of $506,400 to fund up to 80% of the cost for street resurfacing on Ganson Street from Elm Avenue to the east City Limits. A condition of this grant is that the City of Jackson pay the remaining 20% of construction costs and all engineering costs. The City's portion is paid with a combination of the City's Act 51 Major Street Funds and Special Assessments on adjacent properties.

Engineering requests that City Council receive this Engineer's Report and establish the City Council meeting on November 18, 2025 as the time and place for a public hearing of necessity for street resurfacing on Ganson Street from Elm Avenue to the east City Limits.

DESCRIBE THE CONSEQUENCES

Ganson Street was originally platted in 1870 (Elm to Pleasant) and 1911 (Pleasant to the east City Limits) and the street was constructed thereafter. Engineering records show that Ganson Street was reconstructed in 1980 with new curb and gutter and full depth asphalt pavement. The single block between Elm and Orange was milled in resurfaced in 2005. Since 2018, the PASER rating for the subject segments are three (3) and four (4) meaning the pavement is in poor condition. There are cracks and potholes throughout.

The attached photos show current street conditions.

OWNERSHIP

A federal grant has been secured to fund most of the cost to rehabilitate the pavement. This project was selected for inclusion in the 2023 - 2026 Transportation Improvement Plan (TIP) for the Jackson Urbanized Area which includes the entire City and portions of the County road network. A resolution of support was approved by City Council on October 13, 2021. A second resolution of support was approved by City Council on October 8, 2023 when the project was rolled over into the 2026 – 2029 TIP.

SOLUTION

It is recommended that a Public Hearing of Necessity for street construction on Ganson Street from Elm to the east City Limits be established for the November 18, 2025 City Council meeting.

There are 61 parcels within the project zone. Estimated street construction assessments for residential properties range from $180 to $480 per year for a period of ten (10) years. The assessments vary based primarily on parcel size – assessments for large parcels are more than those for smaller parcels.

If the project proceeds to bidding, factors beyond parcel size will be examined in detail and actual assessments for each lot will be determined on an individual basis in accordance with the City's Assessment policy and will be based on as-bid contract prices.

The estimated project costs and funding are as follows:

	Federal Grant Funds	$ 506,400
+	Street Construction Assessments	$ 228,898
+	Street Funds	$ 179,570
=	Total Project Cost	$ 914,868

If, upon the conclusion of the Public Hearing of Necessity, City Council orders the project to proceed, Engineering will let a construction contract to obtain competitive bids to determine the true cost of the project. A special assessment roll will then be prepared by the City Assessor to establish individual parcel assessments.

FACILITATE IMPLEMENTATION

Receive the Engineer's Report for street resurfacing on Ganson Street from Elm Avenue to the east City Limits and establish November 18, 2025 at the City Council meeting as the time and place to hold a public hearing of necessity.

TRW/kkm

RESOLUTION
STREET RECONSTRUCTION

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 98-6 and 98-20, the City Council has reviewed the report regarding the necessity of street resurfacing on Ganson Street from Elm Avenue to east City Limits the following estimated costs, to wit:

Street Construction Assessments	**$ 228,898**
Street Funds	**$ 179,570**
Federal Grant Funds	**$ 506,400**
Total Project Cost	**$ 917,868**

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 18th day of November, 2025 at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

WHEREAS, the City Council and Assessor having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that the street construction is a necessary public improvement and directs staff to proceed with the street construction, in accordance with plans, maps, and specifications in the City Engineer's office; and

BE IT FURTHER RESOLVED that the City Assessor is ordered to assess the cost of said improvement to the property owners who benefit therefrom on a front footage basis and prepare an assessment roll covering this assessment district as soon as possible after the public improvement has been completed.

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 18th day of November 2025.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 19th day of November 2025.

_____
Andrea Muray, City Clerk

CITY COUNCIL MEETING MINUTES

October 28, 2025

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE AND INVOCATION:

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

ROLL CALL:

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, 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, City Assessor Jason Yoakam, Chief Equity Officer John Willis, Police Chief Chris Simpson, Director of Community Development Shane LaPorte, Director of Public Works Mike Osborne, and City Engineer Troy White.

ADOPTION OF AGENDA:

Motion was made by Mayor Mahoney, seconded by Councilmember Forgrave to adopt the agenda with the addition of Item 10D – Resolution Urging the Federal Government to End the Government Shutdown. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

PRESENTATIONS/PROCLAMATIONS:

A. Family Court Awareness Month Proclamation

PUBLIC HEARINGS:

A. Hearing of Necessity - Bloomfield Boulevard

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to conduct a public hearing of necessity to consider the resident requested resurfacing of Bloomfield Boulevard. Vote was done by voice with all in favor. Motion carried.

Comments were heard.

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

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

B. Meterless Parking Confirmation Hearing

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

Motion was made by Councilmember Forgrave, seconded by Councilmember Robinson to conduct a public hearing of confirmation for SA Roll No. 4308 for Meterless Parking for FY 2025-2026. Vote was done by voice with all in favor. Motion carried.

The following property owners/representatives in the assessment district submitted correspondence protesting the assessment:

Nicklaus McKee (209 N Blackstone), Kent Kleinschmidt (154 W Pearl), Vu Nguyen (310 S Mechanic), Andrew Kokas (134 S MLK Jr Drive), Rhonda Tripp (200 N Jackson).

The following property owners/representatives in the assessment district protested during the public hearing:

Patrick Calligan (216 S MLK Jr Drive), Shane Sobieski (209 Louis Glick), and Max Ryan (159 and 163 W Pearl).

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

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve a resolution confirming Special Assessment Roll No. 4308 for Meterless Parking for Fiscal Year 2025-2026. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Wood, Davis, and Forgrave (6). Nays: Councilmember Gunn (1). Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to adjourn as a Board of Review and reconvene as City Council. Vote was done by vote with all in favor. Motion carried.

CITIZEN COMMENTS:

Citizen comments were heard and the meeting continued.

CONSENT CALENDAR:

A. Minutes of the October 14, 2025, Regular Meeting of the Jackson City Council

B. Special Event Application: Veterans Day Ceremony
*Approve a request from the Jackson County Veterans Council to host the Veterans Day Ceremony on November 11, 2025, in downtown Jackson***.**

C. Special Event Application: Jackson Turkey Trot 2025
Approve a request from the Jeff and Tina Beagle Foundation to host the 2025 Jackson Turkey Trot on November 27, 2025, at Ella Sharp Park.

D. Traffic Control Order 2417
Approve Traffic Control Order 2417 to install "Autistic Child Area" signs on North Blackstone Street between West North Street and Hill Street.

E. Delinquent Invoices to winter tax bills
Approve a resolution to place delinquent invoices on 2025 Winter Tax Bills

F. Engineer's Report - Street Resurfacing on Ganson Street
Receive the Engineer's Report for street resurfacing on Ganson St from Elm Avenue to the east City limits and establish November 18, 2025, at the City Council meeting as the time and place to hold a public hearing of necessity.

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

OTHER BUSINESS:

A. East Side Economic Development Update
No report was given

NEW BUSINESS:

A. Resolution to Set Parking Fines, Fees and Regulations
Recommendation: *Approve a resolution to set parking violation fines, parking permit fees, and regulations and define enforcement criteria for the automobile parking system within the downtown Central Commercial District.*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve a resolution to set parking violation fines, parking permit fees, and regulations, and define enforcement criteria for the automobile parking system within the downtown Central Commercial District. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

B. The first amendment to the contract agreement with Johnny's Tree Service, Inc., for 2025/2026
Recommendation: *Approve the first amendment to the contract agreement with Johnny's Tree Service, Inc., for 2026 as-needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $129,000 and approve the Resolution to amend the budget for Fiscal Year 2025/26.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the first amendment to the contract agreement with Johnny's Tree Service, Inc., for 2026 as needed tree trimming, tree removals, and stump grinding and restoration in the increased amount of up to $129,000 and approve the resolution to amend the budget for Fiscal Year 2025/26. Vote – Yeas: Mayor

Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

C. Authorization of Purchase Agreement for Cooper Street Property
Recommendation: *Approve a purchase and sale agreement for Cooper Street property owned by Consumers Energy Company and related restrictive covenant; accept the $150,000 contribution by Consumers Energy Company for site remediation; and allow the City Attorney and City Manager to make minor modifications to the documents to effectuate the sale and property transfer.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Gunn to approve the purchase and sale agreement for Cooper Street property owned by Consumers Energy Company and related restrictive covenant; accept the $150,000 contribution by Consumers Energy Company for site remediation; and allow the City Attorney and City Manager to make minor modifications as to the documents to effectuate the sale and property transfer. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

D. Resolution Urging the Federal Government to End the Government Shutdown
Recommendation: *Consideration of a resolution urging the Federal Government to end the government shutdown.*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to approve a resolution urging the Federal Government to end the government shutdown. Vote was done by voice with all in favor. Motion carried.

CITY COUNCILMEMBER'S COMMENTS:

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

Motion was made by Councilmember Davis, seconded for discussion by Councilmember Robinson to create and community connect and protect program to promote neighborhood safety and connectivity, allocate $25,000 from the general fund, and for the City Manager to create the guidelines for program operation.

After some discussion, Councilmember Davis, with consent from Councilmember Robinson, withdrew her motion.

MANAGER'S COMMENTS:

City Manager Jonathan Greene offered comments.

ADJOURNMENT:

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Gunn. Mayor Mahoney adjourned the meeting at 8:57 p.m.

Jessica Webb
300 Glendale
Jackson MI 49203
jessicajoslynwebb@gmail.com
(517)474-1292

October 28, 2025

Downtown Development Authority
161 W. Michigan Ave
Jackson MI 49201

Dear Executive Committee,

I am writing to formally resign from my position as a member of the Board of Directors and the Executive Committee, of the Downtown Development Authority, effective October 28, 2025.

This decision was not made lightly, as it has been a privilege to serve alongside such a dedicated group of individuals and contribute to the mission and goals of the organization. However, due to personal and professional commitments, I believe it is in the best interest of the board and organization that I step down at this time.

I remain deeply supportive of the Downtown Development Authority and its mission, and I wish its mission, and I wish the boar and leadership team continued success in all future endeavors.

Warm regards,

Jessica Webb

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: 2026 City Council Meeting Schedule

Recommendation:

Approve a resolution establishing the 2026 City Council Meeting Dates

RESOLUTION
CITY COUNCIL MEETING DATES 2026

BY THE CITY COUNCIL:

WHEREAS, Act 267 of 1976 as last amended (the Open Meetings Act) requires all public bodies to establish a schedule of regular meetings to be held each year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson, Michigan hereby declares that it will meet in the Council Chambers on the second floor of City Hall, 161 West Michigan Avenue, Jackson, Michigan during 2026 on the following dates:

January 13
January 27

February 10
February 24

March 10
March 24

April 7
April 21

May 5*
May 19

June 16

July 14

August 18

September 8
September 22

October 6
October 20

November 17

December 1**
December 15

* Budget Workshop
**Swearing In Ceremony

* * * * *

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on November 18, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on the 19th day of November 2025.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Special Event Application: Lady of Guadalupe Festival

---

Recommendation:

Approve a request from St. Mary of the Sea Church to host the Lady of Guadalupe on December 14, in Jackson.

Attached is a memo and supporting paperwork from St. Mary Star of the Sea Church regarding the Special Event Application for the Lady of Guadalupe Festival.

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

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: November 18, 2025

RECOMMENDATION: Approve a request from St. Mary of the Sea Church to host the Lady of Guadalupe on December 14, in Jackson.

ISSUE STATEMENT

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

DEPARTMENT	APPROVAL	DENIAL	ECONOMIC IMPACT
DDA	X		$0.00
Engineering	X		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$171.00
Public Works	X		$0.00
		TOTAL	***$171.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Police escort

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from St. Mary of the Sea Church to host the Lady of Guadalupe on December 14, in Jackson.

ATTACHMENTS

1. SEA-Lady of Guadalupe Festival

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY	
Application Received:	
By: M.Evans	Date: 10/24/25
Fee Rec:	Date: 10/24
Cash: $75	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)
- ☐ 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)

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

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: LADY OF GUADALUPE FESTIVAL

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

Street Address : 120 E. WESLEY ST JACKSON MI 49201

Tax ID# : 38-1381289 Website : ST.MARYJACKSON.COM

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

Contact Name 2 : MARICELA OROZCO Email: 77MARICELAOROZCO@GMAIL. Phone: (517)3928284

Contact Name/Phone# During Event: REV.TIM NELSON (517) 817-9351

✔ Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
SUNDAY, DECEMBER 14, 2025	10:00AM	10:30AM	11:30AM	11:30AM

Has this event occurred before? X Yes No If yes, how many previous years? 9

What is the expected attendance? 200 Do you expect to do this event next year? X Yes No

✔ Type of Event Please check all that apply

Festival X 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

OUR LADY OF GUADALUPE PROCESSION WILL MARCH FROM ST.MARY STAR OF THE SEA CHURCH TO ST. STANISLAUS CHAPEL.

☐ 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	**Clarification per event organizer 11/4/25: In regards to street closures, there will be no street closures. With the request for police escorts, the police will block intersections to allow the procession/ community to cross and then the intersection opens back up for traffic as normal.	

✔ 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: E. WESLEY ST		Cross Street 1: MLK		Cross Street 2: MECHANIC ST.			
Closure Start Date: 12/14/2025	Time: 10:00AM			Closure End Date: 12/14/2025	Time: 10:45 AM		
Street Name: S. MECHANIC ST.		Cross Street 1: E. WESLEY ST.		Cross Street 2: WASHINGTON AVE.			
Closure Start Date: 12/14/2025	Time: 10:30AM			Closure End Date: 12/14/2025	Time: 10:45AM		
Street Name: WASHINGTON AVE.		Cross Street 1: S. MECHANIC ST		Cross Street 2: S. EAST AVE.			
Closure Start Date: 12/14/02025	Time: 10:45AM			Closure End Date: 12/14/2025	Time: 11:00AM		
Street Name: S .EAST AVE.		Cross Street 1: WASHINGTON AVE.		Cross Street 2: PLYMOUNT AVE.			
Closure Start Date: 12/14/2025	Time: 11:00AM			Closure End Date: 12/14/2025	Time: 11:05.AM		
Street Name: PLYMOUNT AVE.		Cross Street 1: S. EAST AVE.		Cross Street 2: PAGE AVE.			
Closure Start Date: 12/14/2025	Time: 11:05AM			Closure End Date: 12/14/2025	Time: 11:10AM		
Street Name: PAGE AVE.		Cross Street 1: PLYMOUNT AVE.		Cross Street 2 PRINGLE ST.			
Closure Start Date: 12/14/2025	Time: 11:10AM			Closure End Date: 12/14/02025	Time: 11:20 AM		

☐ Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

☐ Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

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

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

Will you have food trucks? 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? X Yes No If yes, please explain: POLICE ESCORT

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.

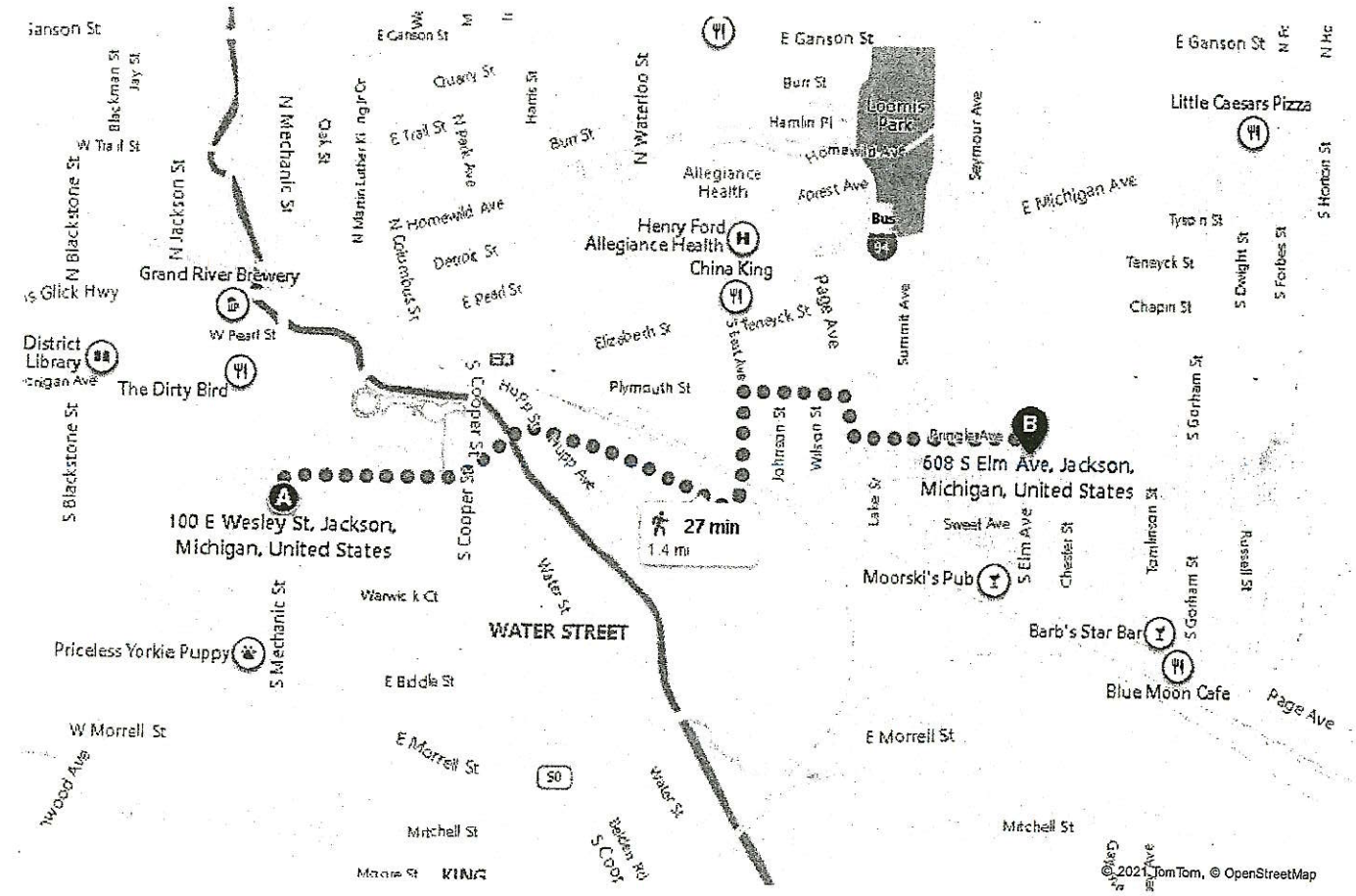
✔ Event Map *Please include **all event details** and activities on the map for review and processing.*

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

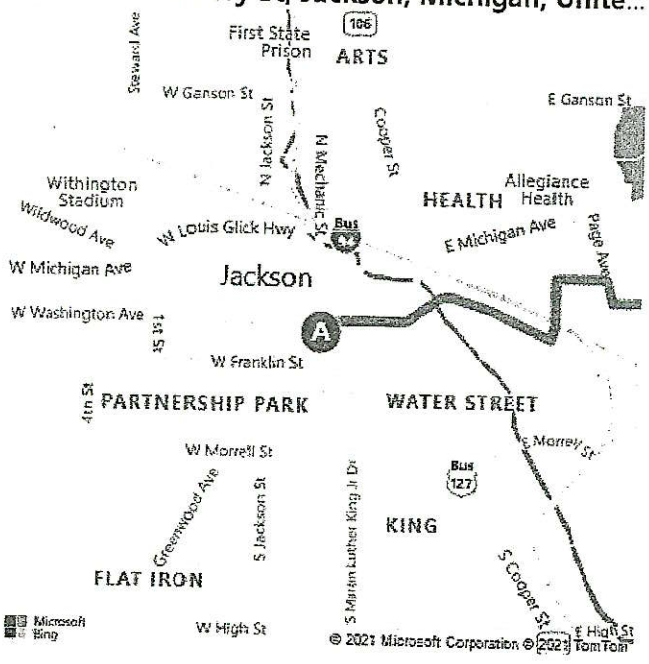
**If these details change, a revised map must be provided seven days prior to event.*
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.

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):*

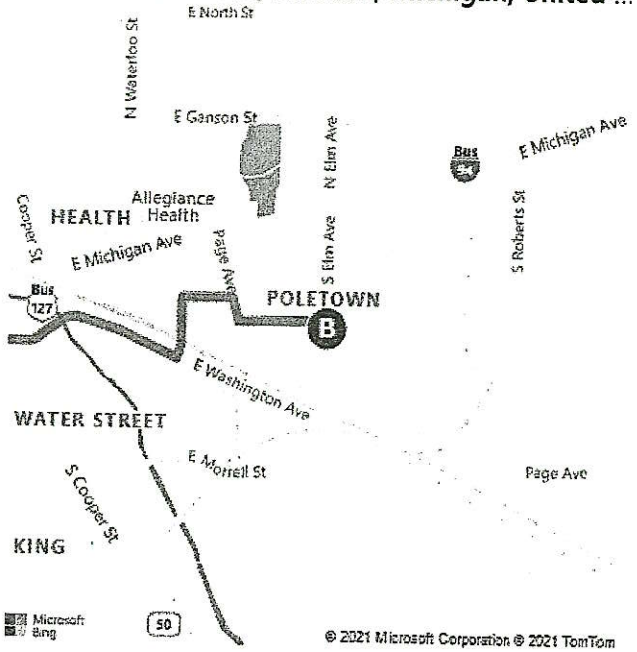
****Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing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



A 100 E Wesley St, Jackson, Michigan, Unite...



B 608 S Elm Ave, Jackson, Michigan, United ...



These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2021 TomTom.

bing maps

A 100 E Wesley St, Jackson, Michigan, United States

B 608 S Elm Ave, Jackson, Michigan, United States

27 min , 1.4 miles
Via E Washington Ave, Pringle Ave

Our Lady of Guadalupe Procession
Sponsored by: Sacred Heart Chapel
Date: Dec. 12, 2021 from 10:30am - 11:30am
Start at St. Mary Church ... End at St. Stan's Church

A 100 E Wesley St, Jackson, Michigan, United States

↑	1. Head **north** on **S Mechanic St** toward E Washington Ave	167 ft
↱	2. Turn **right** onto **E Washington Ave**	0.7 mi
↰	3. Turn **left** onto **S East Ave**	0.2 mi
↱	4. Turn **right** onto **Plymouth St**	0.1 mi
↱	5. Turn **right** onto **Page Ave**	341 ft
↰	6. Turn **left** onto **Pringle Ave**	0.3 mi
↱	7. Turn **right** onto **S Elm Ave**	102 ft
	Arrive at **S Elm Ave** on the right 8. The last intersection before your destination is Pringle Ave If you reach Joy Ave, you've gone too far	

B 608 S Elm Ave, Jackson, Michigan, United States

Rev. Timothy A Nelson, pastor
10-23-25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 616-233-0910 **FAX (A/C, No):** 616-233-0923 **E-MAIL ADDRESS:**
INSURED Michigan Catholic Conference ST MARY STAR OF THE SEA, 5148 510 S. Capitol Ave. Lansing MI 48933	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Safety National Casualty Corporation — 15105 **INSURER B :** National Catholic RRG , Inc — 10083 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 434796179 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Add'l Ins Form GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		RRG-076-2025-1 XS-076-2025-1	7/1/2025 7/1/2025	7/1/2026 7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ $ See Description $ 1,000,000 $ 10,000,000 $ 10,000,000
B B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RRG-076-2025-1 XS-076-2025-1	7/1/2025 7/1/2025	7/1/2026 7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP4066507	7/1/2025	7/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Misc Professional Liability Dir & Off/Counselors E&O Claims Made Retro Date			RRG-076-2025-1 XS-076-2025-1	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Occ/Claims Made Aggregate 7/1/1985	$10,000,000 $10,000,000

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

LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION
The following are additional insureds regarding General Liability per the Additional Insured Endorsement.
Med Pay is included in Retention

GENERAL OPERATIONS PERTAINING TO OUR LADY OF GUADALUPE PROCESSION ON DECEMBER 14TH, 2025.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Special Event Application: Christmas in the City

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City on November 22, in downtown Jackson.

Attached is a memo and supporting paperwork from Jackson Downtown Development Authority regarding the Special Event Application for Christmas in the City.

I recommend approval of the Special Event Application for Christmas in the City. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: November 18, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the Christmas in the City on November 22, 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: 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 Christmas in the City on November 22, in downtown Jackson.

ATTACHMENTS

1. SEA-Christmas in the City 2025

JACKSON Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY Application Received:			
By: M. Evans	Date: 10/27/25		
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: Christmas in the City 2025

Sponsoring Organization Legal Name : Jackson Downtown Development Authority

Street Address : 161 W. Michigan Avenue, 5th Floor

Tax ID# : 68-6004701 Website : jacksondda.org

Contact Name 1 : Beth Kuiper Email: jacksondda@cityofjackson.org Phone: 517-800-1445

Contact Name 2 : Melissa Evans Email: mevans@cityofjackson.org Phone: 517-768-6411

Contact Name/Phone# During Event: Beth or Melissa

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
November 22, 2025	10:00 AM	12:00 PM	4:00 PM	4:00 PM

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

What is the expected attendance? 1000 Do you expect to do this event next year? X Yes ☐ No

Type of Event Please check all that apply

☐ Festival ☐ March/Parade ☐ Walk/Run* X Other Downtown Holiday Event

***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

A shopping/Christmas Event teaming up with non profits and local businesses to host Christmas activities for the whole family while enjoying our local downtown businesses. Trolley rides will be available at designated locations for convenient drop-off and pick-up, and guests can enjoy live ice sculpting demonstrations.

Event Location Please include the location on the map

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

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? See below

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: United Methodist Church, Found Church, Library, Jackson School of the Arts, and Lean Rocket

- [ ] **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? Provide extra throughout 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? [X] Yes [ ] No ****All electrical lines MUST be properly covered to minimize tripping hazards ****

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

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

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

Other electrical power needed? [X] Yes [ ] No If yes, what? Power at Bucky Harris Park
Wattage needed: Number of plug-ins needed: 2

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

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

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

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

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

Other Requests:

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

[ ] Other

[ ] Other

Required Attachments for Application Processing

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

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

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

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

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

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

Additional Comments:

For trolley rides, please see attached map.

****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: 10/23/25


CHRISTMAS
NOV 22 IN THE CITY 12-4PM
LOUIS GLICK HWY.
ICE SCULPTURE
PARKING
TROLLEY PICK-UP DROP-OFF
LOUIS GLICK HWY.
TRUE COMMUNITY STAGE
TROLLEY PICK-UP DROP-OFF
HORACE BLACKMAN PARK
SANTA'S MAILBOX
PEARL ST
LLAMAS
LIVE ICE SCULPTING
BUCKY HARRIS PARK
SIDEWALK S'MORE STATION
LIVE ICE SCULPTING
TROLLEY PICK-UP DROP-OFF
W. MICHIGAN AVE.
JACKSON ST
ICE SCULPTURE
PARKING
TROLLEY PICK-UP DROP-OFF
TROLLEY PICK-UP DROP-OFF
MECHANIC ST
ICE SCULPTURE
TROLLEY ROUTE
CORTLAND ST
PARKING
PARKING
MLK JR BLVD
FREE PARKING
JACKSON DDA
Downtown Development Authority
WASHINGTON ST.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Special Event Application: Kiwanis Club of Jackson, Michigan

---

Recommendation:

> Approve a request from the Kiwanis Club of Jackson, Michigan to host the Kiwanis Newspaper Fundraiser on December 12, in downtown Jackson.

Attached is a memo and supporting paperwork from Kiwanis Club of Jackson, Michigan regarding the Special Event Application for the Kiwanis Newspaper Fundraiser.

I recommend approval of the Special Event Application for the Kiwanis Newspaper Fundraiser. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: November 18, 2025

RECOMMENDATION: Approve a request from the Kiwanis Club of Jackson, Michigan to host the Kiwanis Newspaper Fundraiser on December 12, 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 Kiwanis Club of Jackson, Michigan to host the Kiwanis Newspaper Fundraiser on December 12, in downtown Jackson.

ATTACHMENTS

1. SEA-Kiwanis Newspaper Fundraiser

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY	
Application Received:	
By: ME	Date: 10/21/25
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: Kiwanis Newspaper Fundraiser

Sponsoring Organization Legal Name : KIWANIS CLUB OF JACKSON, MICHIGAN

Street Address : P.O. BOX 1426, JACKSON, MI 49204

Tax ID# : 38-6070174 Website : WWW.JACKSONKIWANIS.ORG

Contact Name 1 : JOE WOLFE Email: JOEWOLFE1948@GMAIL.COM Phone: 517-740-3008

Contact Name 2 : Email: Phone:

Contact Name/Phone# During Event: JOE WOLFE 517-740-3008

✓ Event Details

Event Date(s): 12/12/2025 Set up Time: N/A Start Time: 8AM End Time: 4PM Tear Down Time: N/A

Has this event occurred before? (Yes) No If yes, how many previous years? 106

What is the expected attendance? N/A 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) SELLING KIWANIS NEWSPAPERS TO RAISE MONEY TO BUY SHOES/BOOTS FOR NEEDY CHILDREN

***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

SELLING KIWANIS NEWSPAPERS AT THE POST OFFICE (CITY SIDEWALK) ON FRIDAY 12/12/2025 FROM 8AM TO 4PM

☑ 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 POST OFFICE SIDEWALK & SIDE DOOR

☐ 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 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:

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

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

☐ Bathroom Plan Please include bathroom locations on the map

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

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

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

Additional Notes:

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

Waste Management Plan Please include garbage locations on the map

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

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

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

Will you have food trucks? 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 for the food trucks? 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 for the food trucks? 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):* THE KIWANIS CLUB OF JACKSON IS A 501(C-4) NON-PROFIT & HAS BEEN SELLING A SPECIAL EDITION NEWSPAPER ON CITY STREETS FOR 106 YEARS. THE PROCEEDS BUY SHOES & BOOTS FOR NEEDY CHILDREN. ALMOST 250 KIDS WERE FITTED FOR FOOTWEAR LAST YEAR. PLEASE CONSIDER A FEE WAIVER. THANKS, Joe Wolf, Club Secretary

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: [signature] Date: 10/15/2025

BLACKSTONE ST.
HORACE BLACKMAN PARK
TEMPORARY COMMUNITY STAGE
N. JACKSON ST.
S. JACKSON ST.
BUCKY HARRIS PARK
POST OFFICE
W. MICHIGAN AVE.
LOUIS GLICK HWY.
PEARL ST.
MECHANIC ST.
WESTLEY ST.
WASHINGTON ST.
CORTLAND
P
MLK JR. BLVD.
COOPER ST.
E. MICHIGAN AVE.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	**CONTACT NAME:** Lisa Christenson **PHONE (A/C, No, Ext):** 317-817-5172 **FAX (A/C, No):** 317-817-5151 **E-MAIL ADDRESS:** kiwaniscert@hylant.com
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Lexington Insurance Company 19437 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 684264183 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		020744212	10/1/2025	10/1/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Liquor Liability						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	X OTHER: District						PRODUCTS - COMP/OP AGG	$2,000,000
							Liquor Liability	$1,000,000
A	**AUTOMOBILE LIABILITY**			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			020744212	10/1/2025	10/1/2026	All Claims	$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
Annual Newspaper Sale
Located @ City Sidewalks
Kiwanis Club of Jackson, Michigan

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

© 1988-2015 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

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

However:

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

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

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

1. Required by the contract or agreement; or

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

All other terms and conditions of the policy remain the same.

Authorized Representative

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Special Event Application: Downtown Jackson Christmas Parade

---

Recommendation:

Approve a request from the Downtown Jackson Christmas Parade to host the Downtown Jackson Christmas Parade on November 21, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from the Downtown Jackson Christmas Parade regarding the Special Event Application for the Downtown Jackson Christmas Parade.

I recommend approval of the Special Event Application for the Downtown Jackson Christmas Parade. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: November 18, 2025

RECOMMENDATION: Approve a request from the Downtown Jackson Christmas Parade to host the Downtown Jackson Christmas Parade on November 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		$0.00
Fire	X		$0.00
Neighborhood & Economic Operations	X		$0.00
Parks & Recreation	X		$0.00
Police	X		$1844.00
Public Works	X		$3000.00
		TOTAL	***$4844.00***

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, barricades, police assistance

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Downtown Jackson Christmas Parade to host the Downtown Jackson Christmas Parade on November 21, 2025, in downtown Jackson.

ATTACHMENTS

1. SEA-Downtown Jackson Christmas Parade

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY Application Received:			
By: M. Evans	Date: 10/20/25		
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: Downtown Jackson Christmas Parade

Sponsoring Organization Legal Name : Downtown Jackson Christmas Parade

Street Address : 3600 Greentree Rd, Jackson, MI 49203

Tax ID# : EIN 39-4400431 Website : Downtown Jackson Christmas Parade

Contact Name 1 : Edward Hatfield Email: ehat59@gmail.com Phone: 517-262-4422

Contact Name 2 : Rose Tripp Email: kuku2626@yahoo.com Phone: 517-740-7980

Contact Name/Phone# During Event: Edward Hatfield - 517-262-4422

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
November 21, 2025	4:45PM	6:00 PM	7:30 PM	8:00 PM

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 33 YEARS

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

Type of Event Please check all that apply

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

***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

Annual Christmas Parade complete with marching bands, floats, hundreds of walkers, Santa and Mrs. Claus, through Downtown Jackson along Michigan Ave

Event Location Please include the location on the map

- [ ] Horace Blackman Park
- [ ] Bucky Harris Park
- [ ] MLK Equality Trail
- [ ] TRUE City Square Stage
- [ ] Grand River Farmers Market Pavilion
- [ ] Ella Sharp Park **requires Ella Sharp Board approval*
- [x] Other Location: Michigan Ave between First Street and Martin Luther King Jr Dr

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: Steward to Martin Luther King Jr | Cross Street 2:
Closure Start Date: 11/21/2025 | Time: 5:15 PM | Closure End Date: 11/21/2025 | Time: 7:45 PM

Street Name: First Street | Cross Street 1: Washington to Wildwood | Cross Street 2:
Closure Start Date: 11/21/2025 | Time: 5:30 PM | Closure End Date: 11/21/2025 | Time: 7:15 PM

Street Name: Wildwood | Cross Street 1: Michigan Ave to Louis Glick | Cross Street 2:
Closure Start Date: 11/21/2025 | Time: 5:30 PM | Closure End Date: 11/21/2025 | Time: 7:15 PM

Street Name: Cortland | Cross Street 1: First Street to MLK Blvd | Cross Street 2:
Closure Start Date: 11/21/2025 | Time: 5:15 PM | Closure End Date: 11/21/2025 | Time: 7:15 PM

Street Name: MLK Blvd | Cross Street 1: Warshington Ave to Michigan Av | Cross Street 2:
Closure Start Date: 11/21/2025 | Time: 5:15 PM | Closure End Date: 11/21/2025 | Time: 7:15 PM

Street Name: Blackstone, Jackson & Mechanic Sts | Cross Street 1: Washington to Pearl St | Cross Street 2
Closure Start Date: 11/21/2025 | Time: 5:15 PM | Closure End Date: 11/21/2025 | Time: 7:15 PM

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: N/A

- [ ] **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: N/A

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: Police escort Santa Float from storage site to Michigan Ave.

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 Police escort Santa Float from storage site to Michigan Ave, follow Santa Float down the parade route and back to storage facili

☐ 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.

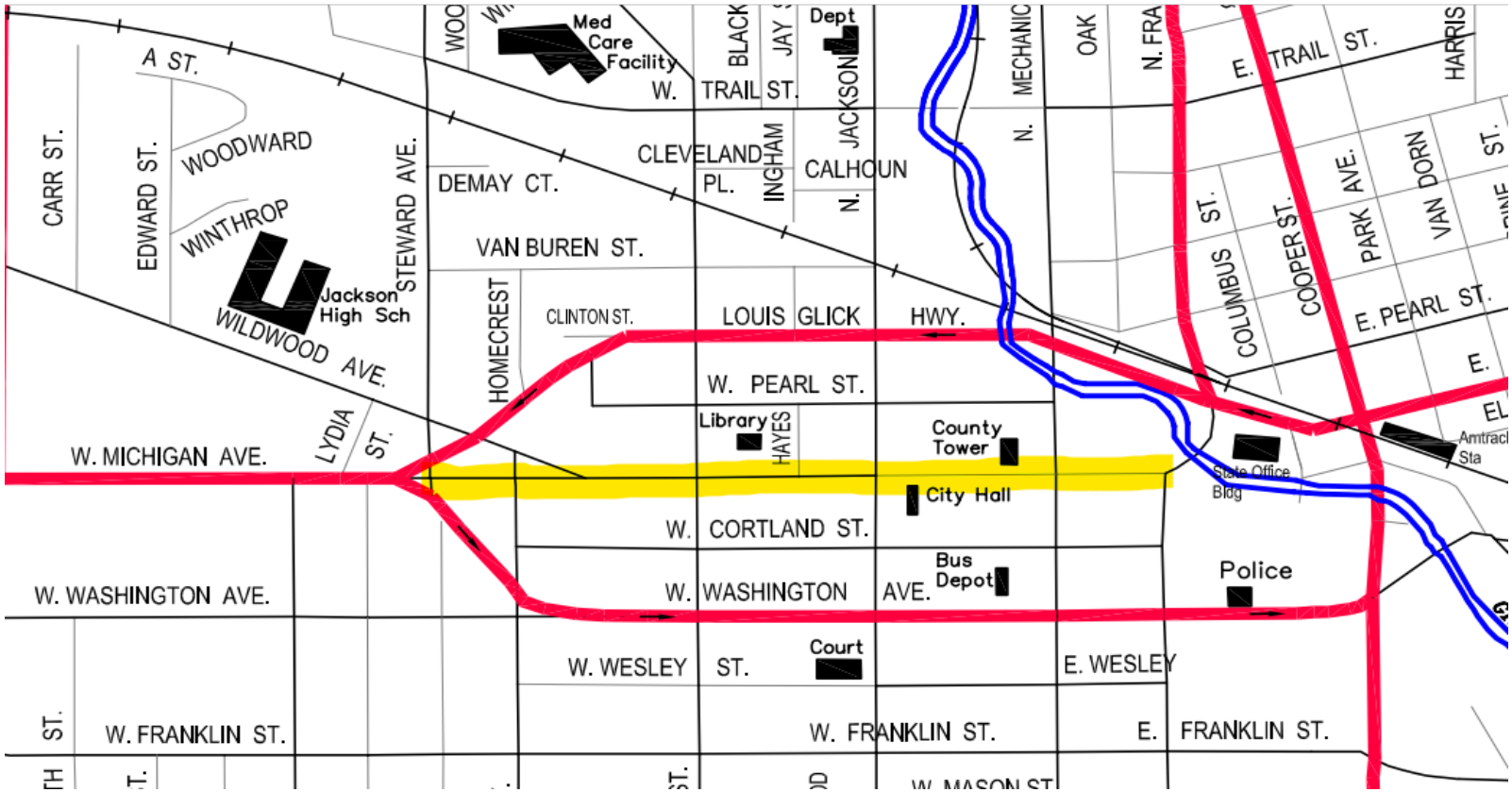
1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.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



Christmas Parade: November 21, 2025, 4:45 p.m. – 8:00 p.m:

Michigan Ave (Steward Ave to Martin Luther King Jr Dr)
First St (Washington Ave to Wildwood Ave)
Wildwood Ave (Michigan Ave to Louis Glick Hwy)
Cortland St (First St to Francis St)
Blackstone St (Washington Ave to Pearl St)
Jackson St (Washington Ave to Pearl St)
Mechanic St (Washington Ave to Pearl St)
Martin Luther King Jr Dr (Washington Ave to Michigan Ave)

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Special Event Application: Winter Whimsy Art Walk

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the Winter Whimsy Art Walk on December 4, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from the Jackson Downtown Development Authority regarding the Special Event Application for the Winter Whimsy Art Walk.

I recommend approval of the Special Event Application for the Winter Whimsy Art Walk. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: November 18, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the Winter Whimsy Art Walk on December 4, 2025, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the Winter Whimsy Art Walk on December 4, 2025, in downtown Jackson.

ATTACHMENTS

1. SEA-Winter Whimsy Art Walk

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY			
Application Received:			
By: M. Evans		Date: 10/23/25	
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: Winter Whimsy Art Walk Sip & Shop

Sponsoring Organization Legal Name : Jackson Downtown Development Authority

Street Address : 161 W. Michigan Avenue, Floor 5

Tax ID# : 68-6004701 Website : Jacksondda.org

Contact Name 1 : Beth Kuiper Email: jacksondda@cityofjackson.org Phone: 517-800-1445

Contact Name 2 : Melissa Evans Email: mevans@cityofjackson.org Phone: 517-768-6411

Contact Name/Phone# During Event: Beth Kuiper

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
December 4, 2025	N/A	4:00PM	8:00PM	N/A

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

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

Type of Event Please check all that apply

☐ Festival ☐ March/Parade ☐ Walk/Run* X Other Art Walk/Sip & Shop

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

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

Participants will stroll through downtown and experience a cozy evening of art, shopping, and sips! Downtown businesses will host local artists. Enjoy the creativity, explore unique shops, and warm up with food and drinks along the way.

Event Location Please include the location on the map

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

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? Participating businesses

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? Participating businesses

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? ☐ 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.

Additional Comments:

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: Beth Kuiper Date: 10/23/25

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Special Event Application: 12 Bars of Christmas Holiday Crawl

---

Recommendation:

Approve a request from the Jackson Downtown Development Authority to host the 12 Bars of Christmas Holiday Crawl on December 20, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 12 Bars of Christmas Holiday Crawl.

I recommend approval of the Special Event Application for the 12 Bars of Christmas Holiday Crawl. Your consideration and concurrence is appreciated.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: DDA Director, DDA Director

DATE: November 18, 2025

RECOMMENDATION: Approve a request from the Jackson Downtown Development Authority to host the 12 Bars of Christmas Holiday Crawl on December 20, 2025, in downtown Jackson.

ISSUE STATEMENT

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

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

DESCRIBE THE CONSEQUENCES

Conditions & Considerations: None

OWNERSHIP

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

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the 12 Bars of Christmas Holiday Crawl on December 20, 2025, in downtown Jackson.

ATTACHMENTS

1. SEA-12 Bars of Christmas Holiday Crawl

JACKSON
Founded 1829

JACKSON DDA
Downtown Development Authority

OFFICE USE ONLY			
Application Received:			
By: M.Evans		Date: 10/23/25	
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: 12 Bars of Christmas Holiday Crawl

Sponsoring Organization Legal Name : Jackson Downtown Development Authority

Street Address : 161 W. Michigan Avenue, 5th Floor

Tax ID# : 68-6004701 Website : jacksondda.org

Contact Name 1 : Beth Kuiper Email: jacksondda@cityofjackson.org Phone: 517-800-1445

Contact Name 2 : Melissa Evans Email: mevans@cityofjackson.org Phone: 517-768-6411

Contact Name/Phone# During Event: Beth Kuiper or Elizabeth Wray 517-812-0032

Event Details

Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
December 20, 2025	N/A	12:00PM	6:00PM	N/A

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

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

Type of Event Please check all that apply

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

***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 12 Bars of Christmas Holiday Crawl is a festive event where participants visit 12 local restaurants on foot, enjoying unique holiday drinks and specials curated just for the occasion. The event organizer will coordinate with each participating restaurant. Check-in begins at Michigan Theatre, 12PM-4PM and the crawl concludes at Oak & Iron with an after party and prizes, 4-6PM.

Event Location Please include the location on the map

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

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? Local businesses

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? Local businesses

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

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

Cleanup: Who will handle post-event cleanup?

Additional notes:

Other City Resource Requests *Include all extra resources on map

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

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

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

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

Other electrical power needed? Yes [X] No If yes, what?
Wattage needed: Number of plug-ins needed:

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

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

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

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

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

Other Requests:

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

Other

Other

Required Attachments for Application Processing

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

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

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

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

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

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

Additional Comments:

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

Special Event Application Policy

Additional charges may incur if policies are broken.

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

Special Event Application

Certification and Signature

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

Signature: Beth Kuiper Date: 10/23/25

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: A resolution in support of Michigan Senate Bills 248-256

Recommendation:

Consider approval of a resolution supporting Michigan Senate Bills 248-256; a statewide water affordability bill package that helps ensure residents can consistently afford their water utility bills by capping them at no more than 3% of income for those living below 200% of the federal poverty level, and by providing shutoff protections for vulnerable populations.

City of Jackson, Michigan

Resolution in Support of Michigan Senate Bills 248 - 256

November 18, 2025

WHEREAS, City of Jackson residents, like those in most Michigan cities, will continue facing increased water & sewer (water utility) charges levied to ensure safe drinking water, sewerage, and clean waterways; and

WHEREAS, an estimated 31% of Jackson families, or at least 9,674 residents, living below 200% of the federal poverty level risk water insecurity when their drinking water and sanitation bills are unaffordable, and 26% of all Jackson residents live below the federal poverty level, as do 34% of children, and 30% of households earn less than $25,000 per year; and

WHEREAS, the City of Jackson needs a stable revenue stream to ensure proper operations, maintenance, and infrastructure improvements of the water system; and

WHEREAS, when some Jackson residents cannot afford their water utility bills, other customers must pay more for theirs through debt service, rate hikes, bonds, and/or loans to meet the water system's revenue needs; and

WHEREAS, Jackson residents who fell behind in their water utility bills during the COVID-19 pandemic were aided by a temporary state water assistance program totaling more than $157,132; and

WHEREAS, researchers estimate that at least 9,074 Jackson county households would benefit from a statewide water affordability program that would help residents with monthly bill discounts and provide more than $1,457,127 in water gap payments to the local water departments; and

WHEREAS, a recent Public Sector Consultant study estimated 371,522 households statewide are under 200% of the federal poverty level and, if only 40% of those households received help in keeping their water on, it would require roughly $65 million; and

WHEREAS, the Michigan legislature appropriated only $5 million in statewide water assistance for FY '26 to help residential customers; and

WHEREAS, while there are federal and state programs and funds for residential energy utility customers there are none to assist residential water customers in paying for unaffordable water utility bills; and

NOW, THEREFORE BE IT RESOLVED, that the City of Jackson supports the statewide water affordability bill package, Michigan Senate Bill 248 – 256, that helps ensure residents can consistently afford their water utility bills by capping them at no more than 3% of income for those living below 200% of the federal poverty level, and by providing shutoff protections for vulnerable populations.

BE IT FURTHER RESOLVED, that the City of Jackson supports increased state appropriations to assist with water utility bills until the statewide water affordability bills are fully enacted.

IN WITNESS WHEREOF, I, Daniel J. Mahoney, Mayor, following a majority vote in favor, have hereunto set my Hand and caused the Seal of the City of Jackson, Michigan to be affixed on this 18th day of November, 2025.

_____

Daniel J. Mahoney, Mayor

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Purchase of 3 Ford Police Patrol Vehicles

Recommendation:

Approve the purchase of three Police patrol vehicles. The Police Department budgeted $147,000 in the FY 25/26 budget for this purchase. The current State of Michigan contract price per vehicle for a pursuit-rated Ford Explorer is $45,911. Purchasing three vehicles under this contract would equal $137,733, which is less than the budgeted amount. These are hybrid vehicles, which will result in lower fuel usage and costs.

The attached information from Chief Chris Simpson outlines the necessity of purchasing these three vehicles.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Chris Simpson , Chief of Police

DATE: November 18, 2025

RECOMMENDATION: Approve the purchase of three 2026 Utility Police Interceptor Ford Explorers for use by the Police Department as patrol vehicles.

ISSUE STATEMENT

A portion of the Jackson Police Department's patrol vehicle fleet is aging. Purchasing 3 vehicles this year helps to rotate replacement of the fleet over several years to lessen the financial impact. Current technology provides a hybrid option for pursuit-rated patrol vehicles.

DESCRIBE THE CONSEQUENCES

Patrol vehicles incur high number of miles driven as well as high numbers of idle hours. This constant wear and tear means they become less reliable, have higher numbers of breakdowns, and need increasingly more expensive maintenance.

OWNERSHIP

Reliable transportation for our police officers ensures the quickest response possible to a citizen's call for service. In addition, patrol cars are our police officers' offices, where they complete reports and contact citizens during investigations.

SOLUTION

Patrol vehicles are rotated into and out of the Police Department's fleet periodically to ensure reliable equipment is available to patrol officers. The Police Department budgeted $147,000 in the FY 25/26 budget for this purchase. The current State of Michigan contract price per vehicle for a pursuit-rated Ford Explorer is $45,911. Purchasing three vehicles under this contract would equal $137,733, which is less than the budgeted amount. These are hybrid vehicles, which will result in lower fuel usage and costs.

FACILITATE IMPLEMENTATION

Approve the purchase of three 2026 Utility Police Interceptor Ford Explorers for use by the Police Department.

ATTACHMENTS

1. 11-18-25 - PD Vehicle Quote

Lunghamer Ford Of Owosso

September 15, 2025

City of Jackson Police Department
Attn: Sgt. Chad Edwards
161 W. Michigan Ave,
Jackson, MI 49201

Dear Sgt. Chad Edwards:

Price on 2026 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

(3) 2026 Ford Police Interceptor AWD Utility in Agate Black	**$45,911.00 ea**
Total Delivered Price	**$137,733.00**

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An $8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).
If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

State of Michigan
2026 Utility Police Interceptor
Major Standard Equipment

MECHANICAL
- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks Note: Includes Class III Trailer Tow Lighting Package
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection FFV
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H8 AGM Battery (850CCA/92-amp)
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR
- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster Note: Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2 nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)

— Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
— Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
— Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- Tail Lamp Prep Kit
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT
- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Climate Control – Rear Aux A/C System
- Dark Car
- Door-Locks

— Power
— Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting

— Overhead Console
— Red/White Task Lighting in Overhead Console
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (2) USB A+C Type Ports
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats

— 1 st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
— 1 st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)
— 1 st Row – Passenger 4-way Power track with 2-way power recline and 2-way power lumbar
— Built-in steel intrusion plates in both driver/passenger seatbacks
— 2 nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Red and White Dome Lamp in Cargo Area
- Speed (Cruise) Control
- Speedometer – New 12.3» Display Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY
- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Cross Traffic Brake Assist (HNYAC)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.
- Pre-Collision Mitigation system Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- Rearview Camera viewable on 8" Center Stack Screen
- 1/4 Scale Rear Camera Display (Available)
- Reverse Sensing System
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL
- 100 Watt Siren/Speaker Prep Kit
- Cellular Remote Start
- Compass Display
- Speed Control
- Audio

— AM/FM / MP3 Capable / Clock / 4-speakers
— SYNC® Phoenix
— Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
— USB Port — (1)
— 8" Color LCD Screen Center-Stack "Smart Display
— Supports Android Auto and Apple CarPlay
- UIS (Upfitter Interface System) Located behind 2nd row passenger seat floorboard
- Easy Fuel® Capless Fuel-Filler
- Fleet Telematics Modem
- Front door tether straps (driver/passenger)
- PAITRO output tied to liftgae release switch (Police Accessory Independent Timed-Release Output)
- Police Engine Idle
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs
- Two-way radio pre-wire
- Two (2) 50 – amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

WARRANTY
- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

POWERTRAIN CARE EXTENDED SERVICE PLAN
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

[ ] **Utility All Wheel Drive** (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) **K8A/500A** **$44,991.00**

[x] **Utility All Wheel Drive** (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) **K8A/500A** **$44,991.00**

[ ] **Utility All Wheel Drive** (3.0L V6 EcoBoost, 148 MPH, 99C/44U) **K8A/500A** **$47,965.00**

VEHICLE COLOR: Order Code		Interior Trim Color Charcoal Black (9W)
Dark Blue	[LK]	[ ]
Royal Blue	[LM]	[ ]
Vermillion Red	[E4}	[ ]
Silver Grey Metallic	[TN]	[ ]
Agate Black	**[UM]**	**[x]**
Oxford White	[YZ]	[ ]
Sterling Grey Metallic	[UJ]	[ ]
Carbonized Grey	[M7]	[ ]
Arizona Beige Metallic Clearcoat	[E3]	[ ]
Light Blue Metallic	[LN]	[ ]
Kodiak Brown Metallic	[J1]	[ ]
Police Green	[F1]	[ ]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats	Code	$Cost
[ ] 1st and 2nd row carpet floor covering	16C	150.00
[ ] 2nd Row Cloth Seats	FW	70.00
[ ] Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	60.00
[ ] Interior Upgrade Package	**65U**	**610.00**

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- 18" Aluminum Wheel
- Selectable Sport Mode
- High Series Headlamp with LED Corner Warning Lights
- Includes SYNC® Phoenix

Note: Not available with EcoBoost Powertrain (99C/44U), Ready for the Road (67H), Ultimate Wiring Package (67U), and Side Marker LED (63B)

Lamps/Lighting		
[ ] Side Marker LED – Sideview Mirrors (Red / Blue)	63B	490.00
[ ] Rear Quarter Glass Side Marker Lights (Red/Blue)	63L	580.00
[ ] Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L	580.00
[ ] Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	400.00
[ ] Rear Spoiler Traffic Warning Light	96T	1500.00
[ ] Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	400.00
[ ] Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[x] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	**51S**	**790.00**
[ ] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	880.00
Body		
[ ] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[ ] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	90.00
[ ] Deflector Plate	76D	340.00
Wheels		
[ ] Wheel Covers (18" Full Face Wheel Cover)	65L	70.00
[ ] 18" Painted Aluminum Wheel	64E	475.00
Misc		
[ ] Engine Block Heater	41H	190.00
[ ] License Plate Bracket – Front	153	N/C
[ ] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[ ] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	350.00

Misc. Continued

[ ] Noise Suppression Bonds (Ground Straps)	60R	100.00
[ ] Rear Bumper Step Pad	16P	100.00

Audio/Video

[ ] 12.1" Integrated Computer Screen — **47E** — **3700.00**
- Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area
- Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable
- Includes SYNC Phoenix ®

[ ] ¼ Size Picture in Picture (8" Rear Camera Image in upper lefthand quadrant of display). **Not available** with Integrated Computer Screen (47E) — 87M — N/C

Doors/Windows

[ ] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch)	**18D**	**N/C**

******* **OLD STYLE REAR HATCH LOCK / UNLOCK** *********

[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	**68G**	**80.00**
[x] Lock system; Single Key/All Vehicles Keyed Alike	**59E**	**50.00**

Keyed Alike 1284x= **59B** Keyed Alike 1294x= **59C** Keyed Alike 0135x= **59D**
Keyed Alike 1435x= 59E Keyed Alike 0576x= **59F** Keyed Alike 0151x= **59G**
Keyed Alike 1111x= **59J**

Safety & Security

[ ] Ballistic Door Panels – Driver Front Door Only (Level 3+)	90D	1590.00
[ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 3+)	90E	3170.00
[ ] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2420.00
[ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
[ ] Extra Key $20.00x___=	Parts	20.00 ea
[ ] Remote Starter	Parts	550.00
[ ] Gun Vault	63V	270.00
[ ] Front Headlamp Lighting Solution	**66A**	**900.00**

- Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue)
- Includes pre-wire for grille LED lights, siren and speaker (60A)
- Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included

Note: Included with Ready for the Road (67H)
Note: Recommend using Ultimate Wiring Package (67U)
Note: Included with Police Upgrade Package (65U)

[ ] Tail Lamp Lighting Solution — **66B** — **430.00**
- Includes LED Tail Lamp Wig-Wag Module
- LED lights only. Wiring, controller "not" included

Note: Included with Ready for the Road (67H)
Note: Recommend using Ultimate Wiring Package (67U

[ ] Rear Lighting Solution — **66C** — **460.00**
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)
- LED lights only. Wiring, controller "not" included

Note: Included with Ready for the Road (67H)
Note: LED lights only – does "not" include wiring or controller

[ ] Ultimate Wiring Package — **67U** — **640.00**
- Rear console mounting plate (85R) – contours through 2nd row; channel for wiring
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Wiring harness I/P to rear cargo area (overlay)
  – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)
  – One (1) 10-amp siren/speaker circuit engine compartment
- Rear hatch/cargo area wiring – supports up to six (6) rear LED lights
- Does "not" include LED lights, side connectors or controller

Note: Recommend Police Wire Harness Connector Kit 67V
Note: Not available with options: 65U, 67H

[ ] **Police Wire Harness Connector Kit – Front/Rear** 67V 200.00

For connectivity to Ford PI Package solutions includes:

- **Front**
  - (2) Male 4-pin connectors for siren
  - (5) Female 4-pin connectors for lighting/siren/speaker
  - (1) 4-pin IP connector for speakers
  - (1) 4-pin IP connector for siren controller connectivity
  - (1) 8-pin sealed connector
  - (1) 14-pin IP connector
- **Rear**
  - (2) Male 4-pin connectors for siren
  - (5) Female 4-pin connectors for lighting/siren/speaker
  - (1) 4-pin IP connector for speakers
  - (1) 4-pin IP connector for siren controller connectivity
  - (1) 8-pin sealed connector

[ ] **Ready for the Road Package All-in Complete Package** 67H 4050.00

All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails
- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)

Note: Not available with options: 66A, 66B, 66C, 67U and 65U

Extended Service Plan Option ($0.00 Deductible) 100,000 Mile Coverage

[ ] **5-Year Premium Care Warranty (500 Plus Components Coverage)** 3350.00

Total Price $45,991.00 ea

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Purchase of one 2027 Freightliner 108SD truck cab & chassis with up-fitting.

Recommendation:

Approve the purchase of one 2027 Freightliner 108SD truck cab & chassis from D&K Truck Company of Lansing, Michigan, for $113,373, to be up-fitted with a stainless steel five-yard dump box, underbody scraper, front plow mount, and necessary hydraulics from Truck & Trailer Specialties of Dutton, Michigan, for $98,486 for a total cost of $211,859. All procurements will be made through MiDEAL contracts.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: November 18, 2025

RECOMMENDATION: Approve the purchase of one 2027 Freightliner 108SD truck cab & chassis from D&K Truck Company of Lansing, Michigan, for $113,373, to be up-fitted with a stainless steel five-yard dump box, underbody scraper, front plow mount, and necessary hydraulics from Truck & Trailer Specialties of Dutton, Michigan, for $98,486 for a total cost of $211,859. All procurements will be made through MiDEAL contracts.

ISSUE STATEMENT

The City's Motor Pool fleet is aging, resulting in increased maintenance costs and more frequent breakdowns that delay essential City services. The proposed purchase will replace an existing 2001 plow truck that has exceeded its useful life. Department practice is to replace plow trucks approximately every ten years due to heavy wear and tear. These vehicles are used daily to deliver critical services, including salting and plowing streets during winter months, grading gravel roads, hauling leaves, and performing other vital public works functions.

DESCRIBE THE CONSEQUENCES

If we do not replace aging plow trucks that have exceeded their expected useful life, we can expect higher maintenance and repair costs, increased vehicle downtime, and a greater risk of equipment failure during critical operations. This can lead to delays in city services, particularly snow removal, and may impact overall service reliability and public safety.

OWNERSHIP

As we assess our current fleet, it has become clear that many of our vehicles have exceeded their useful service life. Our goal is to replace vehicles after approximately 10 years of service to reduce maintenance costs, improve reliability, and maintain operational efficiency. However, due to limited funding in the Motor Pool Fund, we have been unable to consistently follow this replacement schedule. In the meantime, our mechanics have worked diligently to keep older vehicles safe and operational well beyond their intended lifespan.To continue modernizing our fleet, we are recommending the purchase of one 2027 Freightliner 108SD truck cab and chassis from D&K Truck Company of Lansing, Michigan, for $113,373, through MiDEAL contract #240000000095. The truck will be upfitted with a stainless steel five-yard dump box,

underbody scraper, front plow mount, and necessary hydraulics by Truck & Trailer Specialties of Dutton, Michigan, for $98,486, through MiDEAL contract #200000000034. The total cost of $211,859 will be funded through the Motor Pool Fund.
This investment will improve the reliability of our fleet, reduce maintenance costs, and ensure that essential city services, particularly snow removal, can be performed efficiently and without interruption.

SOLUTION

Recognizing the challenges of an aging fleet several years ago, we began working toward modernizing our equipment. To achieve a sustainable replacement cycle, our goal is to replace at least one plow truck per year. Reaching this standard will take time, as our current replacement, a 2001 model, has been in service for 24 years.

FACILITATE IMPLEMENTATION

Approve the purchase of one 2027 Freightliner 108SD truck cab & chassis from D&K Truck Company of Lansing, Michigan for $113,373, to be up-fitted with a stainless steel five-yard dump box, underbody scraper, front plow mount, and necessary hydraulics from Truck & Trailer Specialties of Dutton, Michigan, for $98,486 for a total cost of $211,859.

ATTACHMENTS

1. D&K Truck 108SD Cab & Chassis Quote
2. Truck & Trailer 10ft Dump With V-box Quote

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

N E W O R D E R

MI-DEAL #240000000095

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE

26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE

16,000# FLAT LEAF FRONT SUSPENSION

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

4425MM (174 INCH) WHEELBASE

NO FIFTH WHEEL

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1675MM (66 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	113,098	$	113,098
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***113,098***	**$**	***113,098***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	0	$	0
TAXES AND FEES		$	0	$	0
DOC / TITLE FEE		$	275	$	275
BALANCE DUE	**(LOCAL CURRENCY)**			**$**	**113,373**

COMMENTS:

INCLUDES DELIVERY AND MI-DEAL FEES

2027 MODEL YEAR 1ST QTR '26 DELIVERY FOR CHASSIS

APPROVAL: Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

S P E C I F I C A T I O N P R O P O S A L

Vehicle Configuration

001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
004-227	2027 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-008	TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15
003-001	LH PRIMARY STEERING LOCATION		

General Service

AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
A85-011	CONSTRUCTION SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs

Truck Service

AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.

Engine

101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM

Electronic Parameters

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES	40	20
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL		
281-001	STANDARD BATTERY JUMPERS		
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	40	35
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM		

	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
*	23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
		MATCH S/N UX7726		
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
	273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
	276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	266-104	1115 SQUARE INCH ALUMINUM RADIATOR		
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	270-016	RADIATOR DRAIN VALVE		
	360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
	132-004	ELECTRIC GRID AIR INTAKE WARMER		
	155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

	342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		

Transmission Equipment

	343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS		
	84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE	
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY	
84N-011	NEUTRAL AT STOP ENABLED	
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES	
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS	
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS	
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR	
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL DRAIN	
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013	
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK	
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID	

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
406-001	STANDARD KING PIN BUSHINGS	
536-012	TRW TAS-85 POWER STEERING	40

539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-004	16,000# FLAT LEAF FRONT SUSPENSION	260	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
Rear Axle and Equipment			
420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-093	RPL10 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (16T) YOKES	10	10
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-10
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		100
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Brake System

490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

296-026	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
30K-027	2-WAY HEAVY DUTY 150 AMP RECEPTACLE WIRED HOT, MOUNTED END OF FRAME		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	240	130
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	170	360
552-033	1675MM (66 INCH) REAR FRAME OVERHANG		
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	350	-50
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 305.27 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 54.36 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 76.04 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		

553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	-10	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) PAINTED BANDS		
212-011	FUEL TANK(S) FORWARD - RAISED MOUNTING		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1YV	CONTINENTAL INTELLIGENT HDC3 11R22.5 16 PLY RADIAL REAR TIRES		96
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

497-011	REAR WHEEL MOUNTING NUTS	

Cab Exterior

829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB	
650-008	AIR CAB MOUNTING	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE	
667-037	SHORT FENDER WITH MUDFLAP	
678-001	LH AND RH GRAB HANDLES	
646-041	STATIONARY BLACK GRILLE	
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE	
644-004	FIBERGLASS HOOD	
652-001	FREIGHTLINER NAME PLATES	
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	
726-001	SINGLE ELECTRIC HORN	
728-001	SINGLE HORN SHIELD	
575-001	REAR LICENSE PLATE MOUNT END OF FRAME	
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS	
302-047	LED AERODYNAMIC MARKER LIGHTS	
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER	
311-001	DAYTIME RUNNING LIGHTS	
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS	
300-015	STANDARD FRONT TURN SIGNAL LAMPS	
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE	
797-001	DOOR MOUNTED MIRRORS	
796-001	102 INCH EQUIPMENT WIDTH	
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS	
74A-001	RH DOWN VIEW MIRROR	
729-001	STANDARD SIDE/REAR REFLECTORS	
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399	
768-043	63X14 INCH TINTED REAR WINDOW	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS	

654-011	RH AND LH ELECTRIC POWERED WINDOWS	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD	
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED	

Cab Interior

055-019	RUGGED TRIM PACKAGE	
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"	
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)	
706-013	MOLDED DOOR PANEL	
708-013	MOLDED PLASTIC DOOR PANEL	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET	
691-001	FORWARD ROOF MOUNTED CONSOLE	
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS	
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY	
742-007	(2) CUP HOLDERS LH AND RH DASH	
680-029	M2/SD DASH	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE	
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH	
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY	
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR	
702-002	BINARY CONTROL, R-134A	
739-033	STANDARD INSULATION	
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES	
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM	
324-1B3	STANDARD LED CAB LIGHTING	
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013	
78G-002	KEY QUANTITY OF 2	
655-005	LH AND RH ELECTRIC DOOR LOCKS	

756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH LEATHER WRAPPED STEERING WHEEL W/CHROME SWITCH BEZELS		
765-002	DRIVER/ PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

	148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS	
	48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS	
*	4CG-002	2 EXTRA PROGRAMMABLE SWITCHES/INDICATORS	
		$C1A0176ZZ,C1B0177ZZ	
	48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS	
	163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR	
	856-001	ENGINE COOLANT TEMPERATURE GAUGE	
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE	
	864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY	
	867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER	
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY	
	49B-006	ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ	
	35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10
	1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE	
	746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE	
	747-001	DASH MOUNTED RADIO	
	750-002	(2) RADIO SPEAKERS IN CAB	
	75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS	
	78C-003	INTEROPERABLE SDAR ANTENNA	
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE	
	817-001	STANDARD VEHICLE SPEED SENSOR	
	812-001	ELECTRONIC 3000 RPM TACHOMETER	
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE	

8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-117	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, CAPPED
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
962-972	POWDER WHITE (N0006EA) WHEELS
963-003	STANDARD E COAT/UNDERCOATING

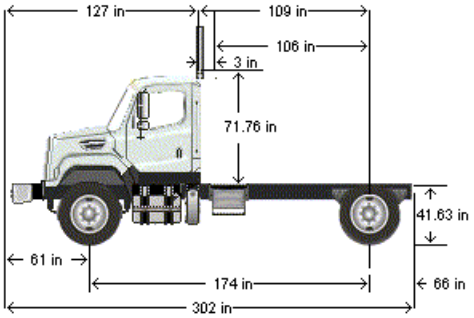
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) ..... 4425MM (174 INCH) WHEELBASE

Rear Frame Overhang (552) ..... 1675MM (66 INCH) REAR FRAME OVERHANG

Cab Size (829) ..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB

Exhaust System (016) RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

Cab to Body Clearance (in) 3.0

TABLE SUMMARY - DIMENSIONS

Prepared for:
TC Utilities Div
Jackson City Of
161 W Michigan

Jackson, MI 49201
Phone: 517-768-6142

Prepared by:
Edward Merrill
D and K TRUCK COMPANY
3020 Snow Rd
LANSING, MI 48917
Phone: (517) 484-1905 Ext. 129

Dimensions	Inches
Bumper to Back of Cab (BBC)	127.0
Bumper to Centerline of Front Axle (BA)	61.4
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	108.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	105.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	174.6
Cab Height (CH)	71.8
Wheelbase (WB)	174.2
Frame Overhang (OH)	65.9
Overall Frame Length	305.3
Overall Length (OAL)	301.5
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.
Dutton, MI. 49316
Phone 616-698-8215, Fax 616-698-0972
Quote No. DQO006126

City of Jackson
Attn: Jeff Schmeltz
517-398-0202
October 14, 2025

State Contract Hyperlink No: 200000000034

Equipment Quotation

Chassis Info: 2026 S/A Freightliner 108SD Plus

*****Overall completed height must not exceed 10' 2" due to low bridge in town*****

Install Crysteel 10' stainless steel Select Dump body including the following:

Body: 10' L 87" I.D. 99" O.D.
Front style: straight, height: 46", material 7 ga. 201 stainless steel
Standard 1/2 cab shield, 10 ga. 201 stainless steel
Side style: single panel with rub rail, pressed horizontal
Side Height: 30" front/rear, constructed of 7ga. 201 stainless steel
Dirt shedding top rails, pillars, and tailgate
Sideboard pockets, **8" hardwood sideboards are included**
Rear style: straight, height: 36", material: 7 ga. 201 stainless steel
6 panel double acting tailgate, 2.5" thick, air release
Offset hinges are 1-1/2" flame cut steel
Upper hinge pin is 1-1/2", lower pin is 1-1/4"
Adjustable tailgate latches, fingers are 1" flame cut steel
8" floor to side radius
Floor material: 1/4" AR450 steel
Frame material: A36 steel
Frame style: 10" Western I-beam Crossmemberless understructure
Rear pillar width: 14"
Three oval light hole cutouts in each rear pillar post
Drill holes in rear bolster for 3-light cluster installation (3/4" LED button lights)
Banjo style chain slot brackets
Body is 100% continuously welded above floor line
All **stainless-steel** hardware below the floor
Form and install two (2) stainless steel channel brackets, two each side of the dump body, Jeff to provide mounting location/dimension
Two shovel holders mounted to the front of the dump body, one each side
One fixed stainless-steel step installed on the street side of the dump body at the front, streetside only, no grab handles
Proximity switch wired to dash mounted LED body-up indicator light
Stainless steel to remain bare/unpainted
Underside of dump body to be painted black in color

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.
Dutton, MI. 49316
Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO006126

Supply and install poly fender kits including the following:

Stainless steel mounting brackets
Individual poly, full-radius fenders for rear drive wheels, one each side

Crysteel Model RC860 underbody hoist including the following:

NTEA Performance Class 60
Double acting cylinder
50-degree dump angle
Hoist pivot points to have grease extensions run to outside of subframe for ease of servicing
Dual body props to support empty body weight
New greaseable rear hinge assembly

Crysteel Warranty:

Warranty will cover the dump body and hoist for defective material and/or workmanship at a rate of 100% for the first (3) years, and at a rate of 50% for years 4 and 5

Roll Rite Electric Tarp System, Aluminum Construction including the following:

High torque electric motor with aluminum wind deflector
Aluminum tarp arms and tension bow set
Aluminum 3 spring pivot set
30-degree elbows for loader clearance
16' premium mesh tarp cover
No brush guard(s) are included

Monroe 29" Husting Hitch-type Front Plow Hitch (mounted 38" to center pin) including:

3" x 10" DA cylinder with stainless steel quick couplers
12" channel front bumper with tapered back ends
Cushion valve for front plow swing mounted below the front bumper, just inside of the tapered back portion of the front bumper
All necessary supports and brackets for front plow use
No front tow hooks
No chain boxes

Monroe MS4511 underbody scraper including the following:

Moldboard is 11' long, 1" thick and 20" high
Moldboard is grade 50 Hi Tensile steel with a pressed in off set (not heat treated)
The reverse table is 1" solid circle with infinite plowing positions available to 45-degrees
Reversing is accomplished with two 4" double acting cylinders
A crossover relief valve shall be furnished
The cylinder rods are 2" in diameter and have Socatri or Nimet rods
All scraper cylinders have Poly Pak seals
The cylinders are mounted with 2" pivot pins
The circle rotates around a 5" center pin and is attached with three 3/4" mounting bolts and has a grease zerk fitting, a welded in hardened bushing to prevent hole elongation is included, pin is piloted into the hanger boards
The hanger brackets are one-piece solid 3/4" plate
The hanger board is 1/2" formed plate reinforced by 1/2" x 7-1/2" flat plate
The hinge line is a solid shaft 96" in length and has 3 anchor points
Two outer hinges are 3-1/4" OD by 6" long, center hinge is 3-1/4" OD by 10-3/4" long with a .344 wall thickness mechanical tubing

Moldboard actuation is accomplished by two 3-1/2" double acting cylinders with 2" Socatri or Nimet rods
The canister cylinder assemble is retained by a 4-bolt flange assemble
Trunnion arms have bolt on caps
Cushioning of the moldboard is with two H.D. shock assemblies with two internally mounted steel springs
Hydraulic steel tubing is externally mounted for ease of maintenance
All hydraulic hose and pipe are a minimum of 3/8" ID
Install J-50 relief valve on down circuit
The scraper has a black powder coat finish
Standard 1/2" x 6" x 72" and 1/2" x 6" x 60" cutting edges installed
Carbide curb guard installed on the right-hand end of the moldboard
15-point grease extensions for all scraper pivot points
Bar grating step on the streetside end of the scraper moldboard, painted black in color

Fabricate and install 3/4" Rear Hitch plate including the following:

3/4" hitch plate with 1/2" side plate reinforcements
3/4" Heavy-duty "D" rings for use with safety chains
2-5/16" Pintle/ball combination hitch model **BH102516**, installed **24"** from ground to valley of hitch, and includes drill additional holes for available height adjustment
7-way RV plug
Remount OEM tow hooks on sides of rear hitch plate, one each side
Electric Brake Controller
Reinstall chassis supplied taillights above the rear hitch plate

Monroe 40-gallon SS Hydraulic Oil Reservoir/Valve Enclosure combination unit including:

Part #00141843
201 stainless steel construction
Mounted behind cab above frame with ship and car channel mounting brackets
Step installed on the end of the tank
Tank mounted Zinga-type return filter
Filter bypass gauge mounted at the filter head
Suction strainer mounted in the tank
Ball valve shut on hydraulic tank for case drain and suction ports
Low oil sensor mounted inside the tank
Tank is full of AW32 hydraulic oil

Central Hydraulic System including the following:

Rexroth A10V085, 85CC front mount load sense piston pump
Front mounted with Spicer drive line
Companion flange on pump side for easy removal of the drive line
12-volt automatic low oil shutdown block with in-cab override switch

Rexroth 8M4-12 Closed-center valve assembly with the following sections:

4-way air control for hoist up/down with LSR, 34 GPM
4-way air control for scraper up/down with LSR, 16 GPM
4-way air control for scraper swing, 16 GPM
4-way air control for front plow up/down, 16 GPM
4-way air control for front plow swing, 16 GPM
3-way EPC section for conveyor, 15 GPM
3-way EPC section for spinner, 8 GPM
3-way EPC section for prewet, 8 GPM

Each valve section is individually pressure compensated
Stainless steel piping run to the rear for conveyor, spinner, and prewet circuits
All necessary hoses and fittings to be Parker type
Stainless steel hydraulic quick couplers with dust caps for conveyor, spinner, and front plow circuits

Apsco single axis air-type lever controllers including the following:

Levers mounted at an angle to custom center console between the seats (L-R):
- #1 Scraper push/down and pull/up
- #2 Scraper push/right discharge and pull/left discharge
- #3 Plow push/down and pull/up
- #4 Plow push/right discharge and pull/left discharge
- #5 Dump push/down and pull/up (includes safety detent)

Install Bosch Rexroth model CS630 spreader controller including the following:

5.5" organic LED display
On-screen display of storm and season totals
3 frequency inputs (ground speed, conveyor, liquid)
3 proportional, current compensated PWM outputs (programmable dither frequency)
For spinner, conveyor, and liquid
2 digital outputs (reverse, air gate, GS12V)
USB key or password-protected calibration value
Operating parameters and event data can be retrieved by a USB memory stick
Automatic nulling and material calibration (with closed loop version only)
Solenoid and cable failure detection
Firmware is upgradable via USB
Spreader controller to be mounted off of the center console pedestal
Remote pause/blast feature wired to console-mounted toggle switch
Feedback cables for conveyor and prewet run to rear, and to include weather pack connectors
City of Jackson intends to operate controller in **open loop**

Chassis supplied dash mounted auxiliary switches from left to right:

Strobe
Blade
Sander
Tailgate

Upfitter installed console mounted switches from left to right:

Tarp
Low oil shutdown/override
Pause/Blast (toggle switch)

Dash mounted Heads Up Display with the following indicators:

Tailgate open
Low pre-wet
Low oil (hydraulic)
PTO (not used)
Body up
Pump shutdown (hydraulic)

Custom Lighting & Electrical including the following:

Truck-Lite plow lights with aluminum mounting brackets, mounted **68"** from ground to bottom of lights, both sides
Two SoundOff LED amber/green M-power 2" x 4" strobe lights mounted forward facing on the aluminum tarp deflector, one each side
Two SoundOff LED amber/green M-power 1" x 4" strobe lights mounted outward facing to the sides of the cabshield, one each side, includes stainless steel deflector brackets mounted on the forward side of each light to prevent direct reflection to the operator through the chassis mirrors
3-oval light hole cut-outs in Dump body rear pillars to house one each side:
Top position: SoundOff LED amber/green strobe lights
Middle position: SoundOff LED stop/turn/taillights
Bottom position: SoundOff LED backup lights
Three 3/4" SoundOff marker lights installed in dump body rear bolster (three light cluster)
One Maxxima LED work light for scraper, mounted on the passenger side
One Maxxima LED work light for spinner, mounted to the lower outside portion of the streetside Dump body rear pillar
Betts Dry-seal junction box mounted at rear
Backup alarm

Miscellaneous Items Include:

Paint front/rear hitches, all bracketry, and any mild steel items black in color
No rustproofing included
No floormats are included

Above installed Price: $98,486.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Lead time: 16-18 Months ARO

Payment Terms: Net 30

Pricing good for 30 Days Only

Chassis requirements to be confirmed at time of order:
CA = 109"
6-pack of latching auxiliary switches, 20Amp minimum each
Omit OEM front bumper
24" front frame extensions
Front of engine PTO provision with 1350 adapter flange
Stationary grille
24" ground clearance package
50-gallon Fuel tank mounted under the driver's door, raised
Horizontal DPF mounted under the curbside door, raised, with a vertical tailpipe
DEF tank mounted streetside behind the battery box
Battery box mounted driver side 36" behind cab
Positive-load disconnect with cab-mounted control
Air tanks mounted with ground clearance package
Dash mounted transmission selector
Plow light/Headlight switch and related OEM wiring

Trailer wiring to rear for electric brake controller
Rear tow hooks

Changes from the previous SA Dump quote:
Changed maximum height dimension – overall height **not to exceed 10' 2"** based on completed height dimensions of existing trucks during truck inspection at City of Jackson (in lieu of 10')
46" front height on dump body in lieu of 40"
Added 3/4" LED three light cluster to dump body rear bolster
10-ton 2-5/16" pintle ball combination hitch in lieu of 8-ton
No Minimizer floor mats – not available for this model at this time

Additional changes from previous quote:
Poly rear fenders with stainless steel mounting bracketry in lieu of mud flaps

Information needed with an order:
Dimension from front of dump body to front and rear of channel bracket for use with securing City owned V-box to dump body

Thank you for the opportunity to quote

Submitted by:
Chad Veenstra / Mike Bouwman

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Approval of a Brownfield Plan

Recommendation:

Approve the Brownfield Plan for property located at 908 Greenwood Avenue (Parcel #4-1170.0100)

Recommendation:

Approve the Brownfield Plan for property located at 908 Greenwood Avenue (Parcel #4-1170.0100)
Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting that City Council approve the Brownfield Plan for Brown Floral as recommended by the Jackson Brownfield Authority on October 14, 2025, with unanimous roll call vote. The Brownfield conditions that qualify the property are the known contamination; the property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: November 18, 2025

RECOMMENDATION: Approve the Brownfield Plan for property located at 908 Greenwood Avenue (Parcel #4-1170.0100)

ISSUE STATEMENT

The Brown Floral site contamination from a former gasoline station located at 908 Greenwood Avenue, determined (using ground penetrating radar) that two underground storage tanks with unknown contents remain in the parking lot and driveway between the residence and commercial business. The contamination poses potential health risk to the occupants of the residential structure and the staff of Brown Floral. The Jackson Brownfield Authority by roll call vote on October 14, 2025 voted to approve the Brownfield Plan. The Brownfield conditions that qualify the property are the known contamination; the property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

DESCRIBE THE CONSEQUENCES

Failure to approve the Brownfield Plan would not allow for the sale or future developments to the site. The contamination associated with the underground storage tanks will not allow for conventional financing for the sale of the property. The current Owner is not able to continue to operate the business. The closure of Brown Floral will cause job loss, tax revenue loss, and the loss of the City of Jackson’s oldest operating business dating back to 1865.

OWNERSHIP

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

SOLUTION

Staff in the City’s Community Development Department along with the City of Jackson’s Brownfield Redevelopment Authority are responsible for all aspects of Brownfield Redevelopment Plans.

FACILITATE IMPLEMENTATION

Approve the Brownfield Plan for the property located at 908 Greenwood Avenue (Parcel #4-1170.0100)

ATTACHMENTS

1. BP_Brown Floral_2025_1002_DFT Plan
2. Brown Floral_ Fact Sheet_2025_1006
3. C - Notice To All Taxing Jurisdictions
4. D Plan Resolution City Council
5. October 14, 2025 JBRA Meeting Minutes

Act 381 Brownfield Plan

BROWN FLORAL
908 GREENWOOD AVENUE

City of Jackson Brownfield Redevelopment Authority

Project No. 2501283
October 2, 2025

fishbeck
Engineers | Architects | Scientists | Constructors

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Act 381 Brownfield Plan

BROWN FLORAL
908 GREENWOOD AVENUE

Prepared For:
City of Jackson Brownfield Redevelopment Authority
Jackson, Michigan

October 2, 2025
Project No. 2501283

Recommended for Approval by Brownfield Redevelopment Authority on: _____
Adopted by City Council on: _____

Table of Contents

1.0 Introduction 1
1.1 Proposed Redevelopment and Future Use for Each Eligible Property 1
1.2 Eligible Property Information 1

2.0 Information Required by Section 13(2) of the Statute 2
2.1 Description of Costs to be Paid for with Tax Increment Revenues 2
Brownfield Plan/Work Plan Preparation and Development 2
Brownfield Plan/Work Plan Implementation 2
Pre-Approved Department Activities 2
Contingencies 2
Interest 2
Authority Administration Cost 2
Local Brownfield Revolving Fund 3
2.2 Summary of Eligible Activities 3
Brownfield Plan/Work Plan Preparation and Development 3
Brownfield Plan/Work Plan Implementation 3
Pre-Approved Department Activities 3
Contingencies 3
Interest 3
2.3 Estimate of Captured Taxable Value and Tax Increment Revenues 3
2.4 Method of Financing and Description of Advances Made by the Municipality 3
2.5 Maximum Amount of Note or Bonded Indebtedness 4
2.6 Duration of Brownfield Plan 4
2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions 4
2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property 4
2.9 Estimates of Residents and Displacement of Individuals/Families 4
2.10 Plan for Relocation of Displaced Persons 4
2.11 Provisions for Relocation Costs 4
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law 5
2.13 Other Material that the Authority or Governing Body Considers Pertinent 5

List of Figures

Figure 1 – Location Map
Figure 2 – Site Map of the Eligible Property

List of Tables

Table 1 – Summary of Eligible Costs
Table 2 – Total Captured Incremental Taxes Estimates
Table 3 – Estimated Reimbursement Schedule

List of Appendices

Appendix 1 Brownfield Plan Resolution(s)
Appendix 2 Notice to Taxing Jurisdictions
Appendix 3 Notice of Public Hearing
Appendix 4 Eligibility Documentation

List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
FTE	full-time equivalent
LBRF	Local Brownfield Revolving Fund
PA	Public Act
QLGU	qualified local governmental unit
TIF	tax increment financing

1.0 Introduction

The City of Jackson Brownfield Redevelopment Authority (the "JBRA") was established by the Jackson City Council pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing (TIF) for certain eligible properties.

This Brownfield Plan includes the eligible property described in Sections 1.1 and 1.2 below and permits the use of TIF to reimburse Debra Faust/Brown Floral ("Developer") for the cost of eligible activities required to redevelop the eligible property. See Appendix 1 for copies of plan resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The future property owner is proposing the revitalization of the Brown Floral site at 908 Greenwood Avenue, a prominent 1.25-acre parcel located in the heart of Jackson, Michigan. The site includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. Additionally, the greenhouse will be used to grow fresh produce, helping to expand food access in underserved areas of the community.

Historically, the property operated as a gasoline station and currently contains two underground storage tanks (USTs) associated with that former use. The environmental liabilities associated with the property have introduced unforeseen costs, creating financial obstacles that jeopardize the continued operation of this well-established local business. This Brownfield Plan aims to address those challenges by supporting the removal of the USTs, facilitating necessary environmental remediation, and enabling the successful revitalization of the site. The proposed redevelopment will preserve a valued community asset.

The Proposed Site Plan is included in Figure 3.

1.2 Eligible Property Information

Parcel ID: 4-1170.0100
Address: 908 Greenwood Avenue, Jackson, Michigan 49203

Size: Approximately 1.25 acres

The 1.25-acre Property is in a mixed residential commercial area just outside of downtown Jackson in Jackson, Jackson County, Michigan. The Property has been developed as a commercial greenhouse since at least the 1800s. Greenhouse operations peaked in the 1920s and 1930s, when approximately half of the Subject Property was covered by them. Most of the greenhouses were removed by 1950, and these areas have been primarily undeveloped since that time. Based on a recent Phase I ESA completed in April 2025, a gas station was present on the Subject Property at 918 Greenwood Avenue in at least the 1930s, which may have had a repair shop based on the presence of an attached cinder block structure. A Plus Environmental contracted FMCI to perform ground penetrating radar on the property and two potential USTs were identified (Figure 2). Alluvial Earth performed soil sampling in the area of the former gas station, which identified the presence of petroleum contamination.

Given the known contamination, the property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figure 1 and 2. Environmental data tables are provided in Attachment C.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to support the revitalization of the Brown Floral, which has been hindered by contamination caused by the former gasoline station, into a vibrant floral shop and community gathering space. The project will support the removal of the USTs and associated due care activities.

New local and state tax increment revenues will be captured to reimburse eligible brownfield costs incurred by the future property owner, following the approval of this Brownfield Plan. Base local and state taxes will continue to be distributed to the appropriate tax jurisdictions. No local debt or special assessments will be used for reimbursement. Eligible activities will support the cleanup and reuse of the contaminated property, which is in alignment with the City's vision of restoring and maintaining productive use of properties within the City.

The total cost of eligible activities anticipated to be incurred by the future Property owner, including contingencies, is $88,537 as described in Section 2.2 and summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to $41,464.

Brownfield Plan/Work Plan Preparation and Development

A Brownfield Plan is required prior to collection and disbursement of taxes. Costs will include preparation and development of this Brownfield Plan, as required per Act 381 of 1996, as amended. Preparation of the Brownfield Plan is estimated to cost $5,000, a cost that is being borne by the City of Jackson.

Brownfield Plan/Work Plan Implementation

Brownfield Plan implementation is not included for this project.

Pre-Approved Department Activities

Pre-approved Department Activities are included for this project. They include conducting Phase I and II Environmental Site Assessments, developing a Baseline Environmental Assessment (BEA)/Due Care Activities, and the removal of two USTs that were associated with the former gasoline station on the Property. Environmental activities, such as the Phase I and II ESA's, BEA's, and Due Care are estimated to cost $9,757 for Brown Floral. The removal of the underground storage tanks, transportation and disposal of any related wastes, backfill and restoration of the site is estimated to cost $64,156 for Brown Floral.

Contingencies

A 15% contingency ($9,623) is included for all eligible activities not already completed to accommodate unexpected conditions encountered during this project.

Interest

Interest expense is an eligible expense under this Plan and the amount of interest will be calculated following completion of project activities. Nonetheless, it is the intent of this Plan that the total amount of tax increment revenues collected for all eligible project costs not to exceed $88,537.

Authority Administration Cost

Eligible administrative costs incurred by the JCBRA are included in this plan as an eligible expense of 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as $11,014.

Local Brownfield Revolving Fund

Up to five years may be captured for deposit into the LBRF. The estimated deposits to the LBRF are calculated to be $41,464.

2.2 Summary of Eligible Activities

Brownfield Plan/Work Plan Preparation and Development

A Brownfield Plan is required prior to collection and disbursement of taxes. Costs will include preparation and development of this Brownfield Plan, as required per Act 381 of 1996, as amended.

Brownfield Plan/Work Plan Implementation

Brownfield Plan implementation is not included for this project.

Pre-Approved Department Activities

Pre-approved Department Activities are included for this project. They include conducting Phase I and II Environmental Site Assessments, developing a Baseline Environmental Assessment (BEA)/Due Care Activities, and the removal of two USTs that were associated with the former gasoline station on the Property.

Contingencies

A 15% contingency is included for all eligible activities not already completed to accommodate unexpected conditions encountered during this project.

Interest

To the extent interest expenses can be charged within the limits of this Plan, such an expense is eligible for reimbursement.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2025 taxable value of $84.402. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in late 2025 and be completed in the year of 2026. Collection of the tax increment will start immediately with 2026 taxes. It is anticipated that the Taxable Value will be $185,000 in 2026.

After the completion of this project and expiration of the proposed tax exemption, the projected taxable value is estimated at $185,000. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing, jurisdiction is depicted in tabular form (table 2). The JBRA may capture up to five full years of the tax increment and deposit the revenues into the LBRF or an amount not to exceed the total cost of eligible activities. The plan also includes a flat fee of 10% of the local tax increment for administrative and operation expense of the JBRA. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by a combination of Brown Floral, the Jackson County BRA, and the JBRA., Environmental due diligence costs have been financed by Brown Floral. Future Baseline Environmental Assessment/Due Care activities will be financed by the JBRA. The Jackson County BRA is providing a loan to Brown Floral in an amount not to exceed $86,500 to reimburse costs of the UST removal and site restoration which will be financed by Brown Floral.

2.5 Maximum Amount of Note or Bonded Indebtedness

The Jackson County BRA is providing a loan in an amount not to exceed $86,500 to reimburse eligible costs incurred by Brown Floral.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2026. This plan will then remain in place for 30 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Subject Property consists of one parcel addressed 908 Greenwood Avenue, Jackson, Michigan, occupying approximately 1.25 acres. The parcel ID number for the property is listed below. A Site Map is attached as Figure 2. No personal property is anticipated to be created; therefore, no personal property is included as eligible property.

The legal description for the parcel is as follows:

> Parcel ID No.: 4-1170.0100
>
> *BEG AT SE COR OF BLK 6, HARWOOD'S ADD TH N 89°52'36" W 104.01 FT ALG S LINE OF SD BLK 6 TH N 00°30'56" E 186.05 FT TH S 89°49'13" E 54.00 FT TH N 00°30'56" E 143.06 FT TO N LN OF SD BLK 6 TH S 89°42'57" E 211.00 FT ALG SD N LN TH S 30°53'25" E 10.35 FT TO E LN OF SD BLK 6 TH S 27°56'06" W 361.32 FT ALG E LN OF BLK 6 TO POB. BLK 6 HARWOOD'S ADD. SPLIT/COMBINED ON 12/07/2022 FROM 4-117000000, 4-1170.1000, 4-117100000, 4-117200000, 4-117300000, 4-117400000, 4-117500000, 4-117600000, 4-118400000, 4-1184.1000 INTO 4-1176.0100*

A map showing eligible property dimensions is attached in Figure 1.

The property is an eligible property due to the presence of contamination on the site that makes it a facility as defined in the Act.

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

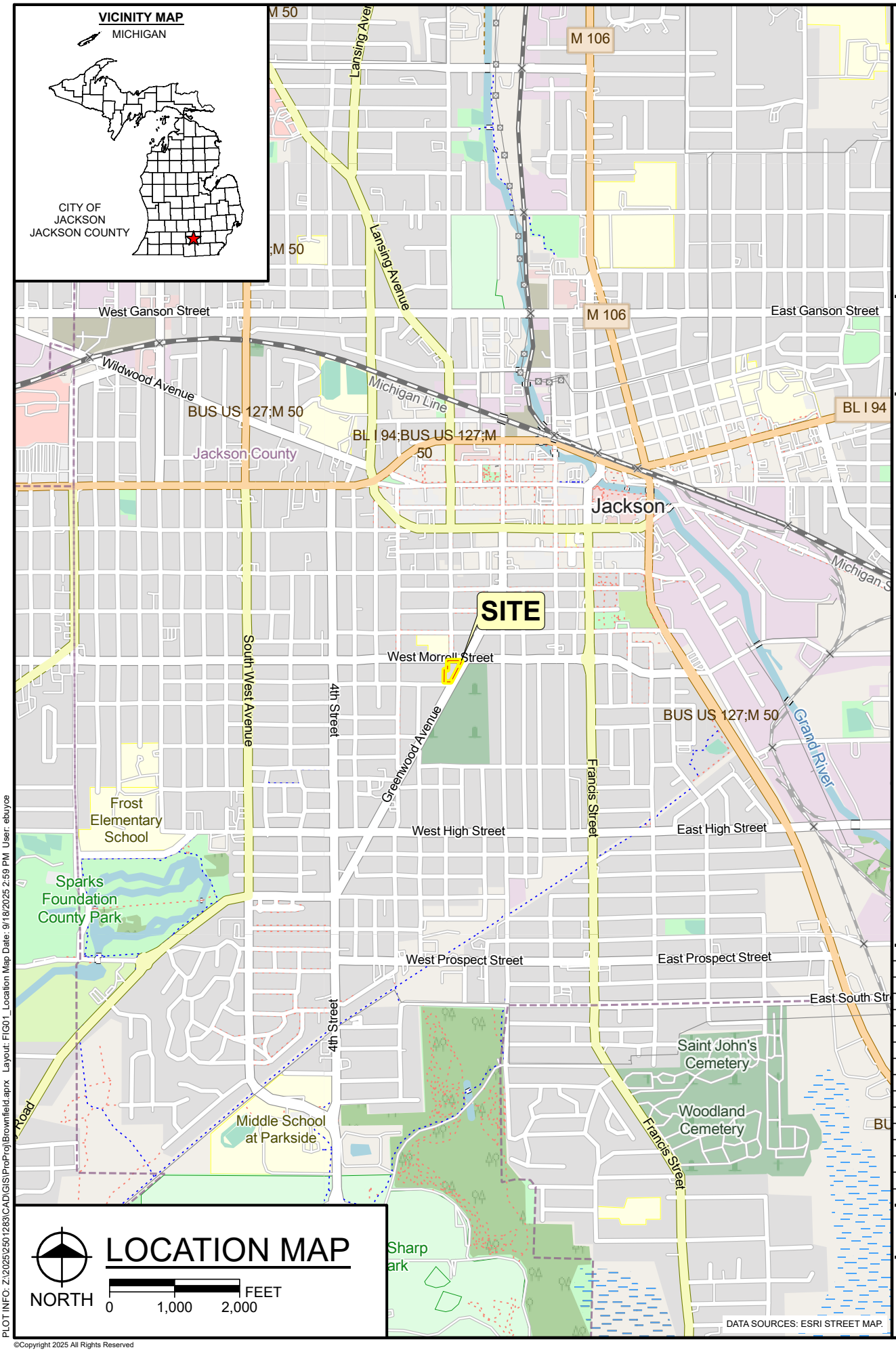
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

N/A

Figure 1 – Location Map



fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Brown Floral
908 Greenwood Avenue, Jackson, Michigan
Act 381 Brownfield Plan

PROJECT NO.
2501283

FIGURE NO.
1

PLOT INFO: Z:\2025\2501283\CAD\GIS\ProjBrownfield.aprx Layout: FIG01_Location Map Date: 9/18/2025 2:59 PM User: ebuyce

©Copyright 2025 All Rights Reserved

Figure 2 – Site Map of the Eligible Activities



NORTH

SITE PLAN

0 30 60 FEET

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Brown Floral
908 Greenwood Avenue, Jackson, Michigan
Act 381 Brownfield Plan

PROJECT NO.
2501283

FIGURE NO.
2

PLOT INFO: Z:\2025\2501283\CAD\GIS\ProjBrownfield.aprx Layout: FIG02_Site Plan Date: 9/18/2025 2:59 PM User: ebuyce

©Copyright 2025 All Rights Reserved

Table 1 – Summary of Eligible Activities

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Pre-Approved Departmental Activities	**$ 9,757**	
Phase I ESA	$ 2,500	
GPR	$ 1,880	
A+ GPT Oversight	$ 500	
Soil Sampling	$ 2,008	**2025**
	$ 1,300	
	$ 1,569	
BEA/Due Care	$ -	
UST Removal	**$ 64,156**	
Small UST Removal	$ 11,411	
Large UST Removal	$ 16,755	
Vac Truck ($150/hr + $0.95/gal)	$ 1,600	**2025**
Field Time	$ 3,000	
Laboratory Analyses	$ 990	
Restoration of Parking Lot	$ 27,900	
Project Planning	$ 2,500	
EGLE Eligible Activities Subtotal	**$ 73,913**	
Contingency (15%)	**$ 9,623**	
Interest Expense	**TBD**	
Brownfield Plan/Work Plan Preparation	**$ 5,000**	**City Funded/EPA**
Brownfield Plan/Work Plan Implementation	**$ -**	
EGLE Eligible Activities Total Costs	**$ 88,537**	

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost	Completion Season/Year
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
MEDC Eligible Activities Subtotal	**$ -**	
Contingency (15%)	**$ -**	
Interest Expense	**$ -**	
Brownfield Plan/Work Plan Preparation	**$ -**	
Brownfield Plan/Work Plan Implementation	**$ -**	
MEDC Eligible Activities Total Costs	**$ -**	

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	**$ -**	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
Activity	$ -	
MSHDA Eligible Activities Subtotal	**$ -**	
Contingency (15%)	**$ -**	
Interest Expense	**$ -**	
Brownfield Plan/Work Plan Preparation	**$ -**	
Brownfield Plan/Work Plan Implementation	**$ -**	
MSHDA Eligible Activities Total Costs	**$ -**	

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Brown Floral, Jackson, Michigan

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Activity	$ -	
Activity	$ -	
Authority Administration Fee (10%)	$ -	
Local Only Eligible Activities Subtotal	$ -	
Contingency (0%)	$ -	
Interest Expense	$ -	
Brownfield Plan/Work Plan Preparation	$ -	
Local Only Eligible Activities Total Costs	$ -	

Table 2 – Total Captured Incremental Taxes Estimates

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	1	2	3	4	5	6	7
Calendar Year	2026	2027	2028	2029	2030	2031	2032
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 185,000	$ 186,850	$ 188,719	$ 190,606	$ 192,512	$ 194,437	$ 196,381
Incremental Difference (New TV - Base TV)	**$ 100,598**	**$ 102,448**	**$ 104,317**	**$ 106,204**	**$ 108,110**	**$ 110,035**	**$ 111,979**

School Capture	Millage Rate							
State Education Tax (SET)	6.0000	$ 604	$ 615	$ 626	$ 637	$ 649	$ 660	$ 672
School Operating Tax	18.0000	$ 1,811	$ 1,844	$ 1,878	$ 1,912	$ 1,946	$ 1,981	$ 2,016
School Total	**24.0000**	**$ 2,414**	**$ 2,459**	**$ 2,504**	**$ 2,549**	**$ 2,595**	**$ 2,641**	**$ 2,688**

Local Capture	Millage Rate							
Med Care	0.2476	$ 25	$ 25	$ 26	$ 26	$ 27	$ 27	$ 28
Senior Services	0.5966	$ 60	$ 61	$ 62	$ 63	$ 64	$ 66	$ 67
Lifeways	0.4947	$ 50	$ 51	$ 52	$ 53	$ 53	$ 54	$ 55
County Parks	0.4954	$ 50	$ 51	$ 52	$ 53	$ 54	$ 55	$ 55
Animal Control	0.2476	$ 25	$ 25	$ 26	$ 26	$ 27	$ 27	$ 28
Library	1.7411	$ 175	$ 178	$ 182	$ 185	$ 188	$ 192	$ 195
Jackson IDD	2.7411	$ 276	$ 281	$ 286	$ 291	$ 296	$ 302	$ 307
Jackson ISD Oper	0.1700	$ 17	$ 17	$ 18	$ 18	$ 18	$ 19	$ 19
Jackson ISD Voc	1.0643	$ 107	$ 109	$ 111	$ 113	$ 115	$ 117	$ 119
Jackson ISD Spec	2.0643	$ 208	$ 211	$ 215	$ 219	$ 223	$ 227	$ 231
Jackson ISD Sp12	0.7704	$ 78	$ 79	$ 80	$ 82	$ 83	$ 85	$ 86
JTA	0.9897	$ 100	$ 101	$ 103	$ 105	$ 107	$ 109	$ 111
City Operating	6.6828	$ 672	$ 685	$ 697	$ 710	$ 722	$ 735	$ 748
City Pub Imp	1.9092	$ 192	$ 196	$ 199	$ 203	$ 206	$ 210	$ 214
City Pol/Fire	8.4500	$ 850	$ 866	$ 881	$ 897	$ 914	$ 930	$ 946
Jackson College	1.1327	$ 114	$ 116	$ 118	$ 120	$ 122	$ 125	$ 127
JPS Oper Pub Rec	0.4952	$ 50	$ 51	$ 52	$ 53	$ 54	$ 54	$ 55
County Oper	5.0660	$ 510	$ 519	$ 528	$ 538	$ 548	$ 557	$ 567
Local Total	**35.3587**	**$ 3,557**	**$ 3,622**	**$ 3,688**	**$ 3,755**	**$ 3,823**	**$ 3,891**	**$ 3,959**

Non-Capturable Millages	Millage Rate							
JPS Debt 2004	1.1205	$ 113	$ 115	$ 117	$ 119	$ 121	$ 123	$ 125
JPS Debt 2009	1.6038	$ 161	$ 164	$ 167	$ 170	$ 173	$ 176	$ 180
JPS Debt 2018	2.6038	$ 262	$ 267	$ 272	$ 277	$ 281	$ 287	$ 292
City Hall Debt	3.6038	$ 363	$ 369	$ 376	$ 383	$ 390	$ 397	$ 404
Non-Capturable Total	**8.9319**	**$ 274**	**$ 279**	**$ 284**	**$ 289**	**$ 295**	**$ 300**	**$ 305**

Total Tax Increment Revenue (TIR) Available for Capture	$ 5,971	$ 6,081	$ 6,192	$ 6,304	$ 6,417	$ 6,532	$ 6,647

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	**8**	**9**	**10**	**11**	**12**	**13**	**14**
Calendar Year	2033	2034	2035	2036	2037	2038	2039
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 198,345	$ 200,328	$ 202,332	$ 204,355	$ 206,399	$ 208,463	$ 210,547
Incremental Difference (New TV - Base TV)	**$ 113,943**	**$ 115,926**	**$ 117,930**	**$ 119,953**	**$ 121,997**	**$ 124,061**	**$ 126,145**

School Capture	Millage Rate							
State Education Tax (SET)	6.0000	$ 684	$ 696	$ 708	$ 720	$ 732	$ 744	$ 757
School Operating Tax	18.0000	$ 2,051	$ 2,087	$ 2,123	$ 2,159	$ 2,196	$ 2,233	$ 2,271
School Total	**24.0000**	**$ 2,735**	**$ 2,782**	**$ 2,830**	**$ 2,879**	**$ 2,928**	**$ 2,977**	**$ 3,027**

Local Capture	Millage Rate							
Med Care	0.2476	$ 28	$ 29	$ 29	$ 30	$ 30	$ 31	$ 31
Senior Services	0.5966	$ 68	$ 69	$ 70	$ 72	$ 73	$ 74	$ 75
Lifeways	0.4947	$ 56	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
County Parks	0.4954	$ 56	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
Animal Control	0.2476	$ 28	$ 29	$ 29	$ 30	$ 30	$ 31	$ 31
Library	1.7411	$ 198	$ 202	$ 205	$ 209	$ 212	$ 216	$ 220
Jackson IDD	2.7411	$ 312	$ 318	$ 323	$ 329	$ 334	$ 340	$ 346
Jackson ISD Oper	0.1700	$ 19	$ 20	$ 20	$ 20	$ 21	$ 21	$ 21
Jackson ISD Voc	1.0643	$ 121	$ 123	$ 126	$ 128	$ 130	$ 132	$ 134
Jackson ISD Spec	2.0643	$ 235	$ 239	$ 243	$ 248	$ 252	$ 256	$ 260
Jackson ISD Sp12	0.7704	$ 88	$ 89	$ 91	$ 92	$ 94	$ 96	$ 97
JTA	0.9897	$ 113	$ 115	$ 117	$ 119	$ 121	$ 123	$ 125
City Operating	6.6828	$ 761	$ 775	$ 788	$ 802	$ 815	$ 829	$ 843
City Pub Imp	1.9092	$ 218	$ 221	$ 225	$ 229	$ 233	$ 237	$ 241
City Pol/Fire	8.4500	$ 963	$ 980	$ 997	$ 1,014	$ 1,031	$ 1,048	$ 1,066
Jackson College	1.1327	$ 129	$ 131	$ 134	$ 136	$ 138	$ 141	$ 143
JPS Oper Pub Rec	0.4952	$ 56	$ 57	$ 58	$ 59	$ 60	$ 61	$ 62
County Oper	5.0660	$ 577	$ 587	$ 597	$ 608	$ 618	$ 628	$ 639
Local Total	**35.3587**	**$ 4,029**	**$ 4,099**	**$ 4,170**	**$ 4,241**	**$ 4,314**	**$ 4,387**	**$ 4,460**

Non-Capturable Millages	Millage Rate							
JPS Debt 2004	1.1205	$ 128	$ 130	$ 132	$ 134	$ 137	$ 139	$ 141
JPS Debt 2009	1.6038	$ 183	$ 186	$ 189	$ 192	$ 196	$ 199	$ 202
JPS Debt 2018	2.6038	$ 297	$ 302	$ 307	$ 312	$ 318	$ 323	$ 328
City Hall Debt	3.6038	$ 411	$ 418	$ 425	$ 432	$ 440	$ 447	$ 455
Non-Capturable Total	**8.9319**	**$ 310**	**$ 316**	**$ 321**	**$ 327**	**$ 332**	**$ 338**	**$ 344**

Total Tax Increment Revenue (TIR) Available for Capture	$ 6,764	$ 6,881	$ 7,000	$ 7,120	$ 7,242	$ 7,364	$ 7,488

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	**15**	**16**	**17**	**18**	**19**	**20**	**21**
Calendar Year	2040	2041	2042	2043	2044	2045	2046
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 212,653	$ 214,779	$ 216,927	$ 219,096	$ 221,287	$ 223,500	$ 225,735
Incremental Difference (New TV - Base TV)	**$ 128,251**	**$ 130,377**	**$ 132,525**	**$ 134,694**	**$ 136,885**	**$ 139,098**	**$ 141,333**

School Capture	Millage Rate							
State Education Tax (SET)	6.0000	$ 770	$ -	$ -	$ -	$ -	$ -	$ -
School Operating Tax	18.0000	$ 2,309	$ -	$ -	$ -	$ -	$ -	$ -
School Total	**24.0000**	**$ 3,078**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Local Capture	Millage Rate							
Med Care	0.2476	$ 32	$ 32	$ 33	$ 33	$ 34	$ 34	$ 35
Senior Services	0.5966	$ 77	$ 78	$ 79	$ 80	$ 82	$ 83	$ 84
Lifeways	0.4947	$ 63	$ 64	$ 66	$ 67	$ 68	$ 69	$ 70
County Parks	0.4954	$ 64	$ 65	$ 66	$ 67	$ 68	$ 69	$ 70
Animal Control	0.2476	$ 32	$ 32	$ 33	$ 33	$ 34	$ 34	$ 35
Library	1.7411	$ 223	$ 227	$ 231	$ 235	$ 238	$ 242	$ 246
Jackson IDD	2.7411	$ 352	$ 357	$ 363	$ 369	$ 375	$ 381	$ 387
Jackson ISD Oper	0.1700	$ 22	$ 22	$ 23	$ 23	$ 23	$ 24	$ 24
Jackson ISD Voc	1.0643	$ 136	$ 139	$ 141	$ 143	$ 146	$ 148	$ 150
Jackson ISD Spec	2.0643	$ 265	$ 269	$ 274	$ 278	$ 283	$ 287	$ 292
Jackson ISD Sp12	0.7704	$ 99	$ 100	$ 102	$ 104	$ 105	$ 107	$ 109
JTA	0.9897	$ 127	$ 129	$ 131	$ 133	$ 135	$ 138	$ 140
City Operating	6.6828	$ 857	$ 871	$ 886	$ 900	$ 915	$ 930	$ 945
City Pub Imp	1.9092	$ 245	$ 249	$ 253	$ 257	$ 261	$ 266	$ 270
City Pol/Fire	8.4500	$ 1,084	$ 1,102	$ 1,120	$ 1,138	$ 1,157	$ 1,175	$ 1,194
Jackson College	1.1327	$ 145	$ 148	$ 150	$ 153	$ 155	$ 158	$ 160
JPS Oper Pub Rec	0.4952	$ 64	$ 65	$ 66	$ 67	$ 68	$ 69	$ 70
County Oper	5.0660	$ 650	$ 660	$ 671	$ 682	$ 693	$ 705	$ 716
Local Total	**35.3587**	**$ 4,535**	**$ 4,610**	**$ 4,686**	**$ 4,763**	**$ 4,840**	**$ 4,918**	**$ 4,997**

Non-Capturable Millages	Millage Rate							
JPS Debt 2004	1.1205	$ 144	$ 146	$ 148	$ 151	$ 153	$ 156	$ 158
JPS Debt 2009	1.6038	$ 206	$ 209	$ 213	$ 216	$ 220	$ 223	$ 227
JPS Debt 2018	2.6038	$ 334	$ 339	$ 345	$ 351	$ 356	$ 362	$ 368
City Hall Debt	3.6038	$ 462	$ 470	$ 478	$ 485	$ 493	$ 501	$ 509
Non-Capturable Total	**8.9319**	**$ 349**	**$ 355**	**$ 361**	**$ 367**	**$ 373**	**$ 379**	**$ 385**

Total Tax Increment Revenue (TIR) Available for Capture	$ 7,613	$ 4,610	$ 4,686	$ 4,763	$ 4,840	$ 4,918	$ 4,997

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	22	23	24	25	Totals
Calendar Year	2047	2048	2049	2050	
*Base Taxable Value	$ 84,402	$ 84,402	$ 84,402	$ 84,402	$ 84,402
Future Taxable Value	$ 227,993	$ 230,272	$ 232,575	$ 234,901	$ 249,352
Incremental Difference (New TV - Base TV)	**$ 143,591**	**$ 145,870**	**$ 148,173**	**$ 150,499**	**$ -**

School Capture	Millage Rate					
State Education Tax (SET)	6.0000	$ -	$ -	$ -	$ -	$ 10,271
School Operating Tax	18.0000	$ -	$ -	$ -	$ -	$ 30,814
School Total	**24.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41,085**

Local Capture	Millage Rate					
Med Care	0.2476	$ 36	$ 36	$ 37	$ 37	$ 771
Senior Services	0.5966	$ 86	$ 87	$ 88	$ 90	$ 1,858
Lifeways	0.4947	$ 71	$ 72	$ 73	$ 74	$ 1,541
County Parks	0.4954	$ 71	$ 72	$ 73	$ 75	$ 1,543
Animal Control	0.2476	$ 36	$ 36	$ 37	$ 37	$ 771
Library	1.7411	$ 250	$ 254	$ 258	$ 262	$ 5,423
Jackson IDD	2.7411	$ 394	$ 400	$ 406	$ 413	$ 8,538
Jackson ISD Oper	0.1700	$ 24	$ 25	$ 25	$ 26	$ 530
Jackson ISD Voc	1.0643	$ 153	$ 155	$ 158	$ 160	$ 3,315
Jackson ISD Spec	2.0643	$ 296	$ 301	$ 306	$ 311	$ 6,430
Jackson ISD Sp12	0.7704	$ 111	$ 112	$ 114	$ 116	$ 2,400
JTA	0.9897	$ 142	$ 144	$ 147	$ 149	$ 3,083
City Operating	6.6828	$ 960	$ 975	$ 990	$ 1,006	$ 20,817
City Pub Imp	1.9092	$ 274	$ 278	$ 283	$ 287	$ 5,947
City Pol/Fire	8.4500	$ 1,213	$ 1,233	$ 1,252	$ 1,272	$ 26,321
Jackson College	1.1327	$ 163	$ 165	$ 168	$ 170	$ 3,528
JPS Oper Pub Rec	0.4952	$ 71	$ 72	$ 73	$ 75	$ 1,543
County Oper	5.0660	$ 727	$ 739	$ 751	$ 762	$ 15,780
Local Total	**35.3587**	**$ 5,077**	**$ 5,158**	**$ 5,239**	**$ 5,321**	**$ 110,140**

Non-Capturable Millages	Millage Rate					
JPS Debt 2004	1.1205	$ 161	$ 163	$ 166	$ 169	$ 3,490
JPS Debt 2009	1.6038	$ 230	$ 234	$ 238	$ 241	$ 4,996
JPS Debt 2018	2.6038	$ 374	$ 380	$ 386	$ 392	$ 8,111
City Hall Debt	3.6038	$ 517	$ 526	$ 534	$ 542	$ 11,226
Non-Capturable Total	**8.9319**	**$ 391**	**$ 397**	**$ 404**	**$ 410**	**$ 8,486**

Total Tax Increment Revenue (TIR) Available for Capture	$ 5,077	$ 5,158	$ 5,239	$ 5,321	**$ 151,226**

NOTES:

Table 3 – Estimates Reimbursement Schedule

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**40.4%**	$ 15,257	$ -	$ 15,257
Local	**59.6%**	$ 73,280	$ -	$ 73,280
TOTAL				
EGLE	100.0%	$ 88,537	$ -	$ 88,537
MEDC	0.0%	$ -	$ -	$ -
MSHDA	0.0%	$ -	$ -	$ -

Estimated Total Years of Plan:	**30**

		1	2	3	4	5	6	7	8
		2026	2027	2028	2029	2030	2031	2032	2033
Total State Incremental Revenue		$ 2,414	$ 2,459	$ 2,504	$ 2,549	$ 2,595	$ 2,641	$ 2,688	$ 2,735
State Brownfield Redevelopment Fund (50% of SET)		$ 302	$ 307	$ 313	$ 319	$ 324	$ 330	$ 336	$ 342
State TIR Available for Reimbursement		**$ 2,113**	**$ 2,151**	**$ 2,191**	**$ 2,230**	**$ 2,270**	**$ 2,311**	**$ 2,352**	**$ 2,393**
Total Local Incremental Revenue		$ 3,557	$ 3,622	$ 3,688	$ 3,755	$ 3,823	$ 3,891	$ 3,959	$ 4,029
BRA Administrative Fee		$ 356	$ 362	$ 369	$ 376	$ 382	$ 389	$ 396	$ 403
Local TIR Available for Reimbursement		**$ 3,201**	**$ 3,260**	**$ 3,320**	**$ 3,380**	**$ 3,440**	**$ 3,502**	**$ 3,563**	**$ 3,626**
Total State & Local TIR Available		**$ 5,314**	**$ 5,412**	**$ 5,510**	**$ 5,610**	**$ 5,711**	**$ 5,812**	**$ 5,915**	**$ 6,019**
Brownfield Redevelopment Authority (BRA)	Beginning Balance								
Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BF Implementation Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Local Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Total Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual BRA Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DEVELOPER	Beginning Balance								
Reimbursement Balance	***$ 88,537***	***$ 83,223***	***$ 77,812***	***$ 72,301***	***$ 66,691***	***$ 60,981***	***$ 55,168***	***$ 49,253***	***$ 45,627***
MSHDA Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Total MSHDA Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	*$ 88,537*	*$ 88,537*	*$ 83,223*	*$ 77,812*	*$ 72,301*	*$ 66,691*	*$ 60,981*	*$ 55,168*	*$ 49,253*
State Tax Reimbursement	$ 15,257	$ 2,113	$ 2,151	$ 2,191	$ 2,230	$ 2,270	$ 2,311	$ 2,352	$ -
Local Tax Reimbursement	$ 73,280	$ 3,201	$ 3,260	$ 3,320	$ 3,380	$ 3,440	$ 3,502	$ 3,563	$ 3,626
Total EGLE Reimbursement Balance		*$ 83,223*	*$ 77,812*	*$ 72,301*	*$ 66,691*	*$ 60,981*	*$ 55,168*	*$ 49,253*	*$ 45,627*
MEDC Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MEDC Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local-Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	0	0	0	0	0	0	0	0
Total Local-Only Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement		*$ 5,314*	*$ 5,412*	*$ 5,510*	*$ 5,610*	*$ 5,711*	*$ 5,812*	*$ 5,915*	*$ 3,626*
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits *		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 2,393*
Local Tax Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

Estimated Capture		
Administrative Fees	$	11,014
State Brownfield Redevelopment Fund	$	5,136
Local Brownfield Revolving Fund	$	41,464

	9	10	11	12	13	14	15	16	17
	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue	$ 2,782	$ 2,830	$ 2,879	$ 2,928	$ 2,977	$ 3,027	$ 3,078	$ -	$ -
State Brownfield Redevelopment Fund (50% of SI	$ 348	$ 354	$ 360	$ 366	$ 372	$ 378	$ 385	$ -	$ -
State TIR Available for Reimbursement	**$ 2,434**	**$ 2,477**	**$ 2,519**	**$ 2,562**	**$ 2,605**	**$ 2,649**	**$ 2,693**	**$ -**	**$ -**
Total Local Incremental Revenue	$ 4,099	$ 4,170	$ 4,241	$ 4,314	$ 4,387	$ 4,460	$ 4,535	$ 4,610	$ 4,686
BRA Administrative Fee	$ 410	$ 417	$ 424	$ 431	$ 439	$ 446	$ 453	$ 461	$ 469
Local TIR Available for Reimbursement	**$ 3,689**	**$ 3,753**	**$ 3,817**	**$ 3,882**	**$ 3,948**	**$ 4,014**	**$ 4,081**	**$ 4,149**	**$ 4,217**
Total State & Local TIR Available	**$ 6,124**	**$ 6,229**	**$ 6,336**	**$ 6,444**	**$ 6,553**	**$ 6,663**	**$ 6,775**	**$ 4,149**	**$ 4,217**
Brownfield Redevelopment Authority (BRA)									
Reimbursement Balance	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
BF Implementation Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	0	0	0	0	0	0	0	0	0
Local Tax Reimbursement	0	0	0	0	0	0	0	0	0
Total Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual BRA Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DEVELOPER									
Reimbursement Balance	***$ 41,938***	***$ 38,185***	***$ 34,368***	***$ 30,486***	***$ 26,538***	***$ 22,523***	***$ 18,442***	***$ 14,293***	***$ 10,076***
MSHDA Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	0
Total MSHDA Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	*$ 45,627*	*$ 41,938*	*$ 38,185*	*$ 34,368*	*$ 30,486*	*$ 26,538*	*$ 22,523*	*$ 18,442*	*$ 14,293*
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ 3,689	$ 3,753	$ 3,817	$ 3,882	$ 3,948	$ 4,014	$ 4,081	$ 4,149	$ 4,217
Total EGLE Reimbursement Balance	*$ 41,938*	*$ 38,185*	*$ 34,368*	*$ 30,486*	*$ 26,538*	*$ 22,523*	*$ 18,442*	*$ 14,293*	*$ 10,076*
MEDC Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MEDC Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local-Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	0
Total Local-Only Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement	*$ 3,689*	*$ 3,753*	*$ 3,817*	*$ 3,882*	*$ 3,948*	*$ 4,014*	*$ 4,081*	*$ 4,149*	*$ 4,217*
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	*$ 2,434*	*$ 2,477*	*$ 2,519*	*$ 2,562*	*$ 2,605*	*$ 267*	$ -	$ -	$ -
Local Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Brown Floral, Jackson, Michigan

	18	19	20	21	22	23	24	25	
	2043	2044	2045	2046	2047	2048	2049	2050	TOTAL
Total State Incremental Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,085
State Brownfield Redevelopment Fund (50% of St	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,136
State TIR Available for Reimbursement	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 35,950**
Total Local Incremental Revenue	$ 4,763	$ 4,840	$ 4,918	$ 4,997	$ 5,077	$ 5,158	$ 5,239	$ 5,321	$ 110,140
BRA Administrative Fee	$ 476	$ 484	$ 492	$ 500	$ 508	$ 516	$ 524	$ 532	$ 11,014
Local TIR Available for Reimbursement	**$ 4,286**	**$ 4,356**	**$ 4,426**	**$ 4,498**	**$ 4,569**	**$ 4,642**	**$ 4,715**	**$ 4,789**	**$ 99,126**
Total State & Local TIR Available	**$ 4,286**	**$ 4,356**	**$ 4,426**	**$ 4,498**	**$ 4,569**	**$ 4,642**	**$ 4,715**	**$ 4,789**	**$ 135,076**
Brownfield Redevelopment Authority (BRA)									
Reimbursement Balance	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
BF Implementation Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
State Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Total Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual BRA Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
DEVELOPER									
Reimbursement Balance	***$ 5,790***	***$ 1,433***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
MSHDA Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Total MSHDA Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EGLE Environmental Costs	*$ 10,076*	*$ 5,790*	*$ 1,433*	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,617
Local Tax Reimbursement	$ 4,286	$ 4,356	$ 1,433	$ -	$ -	$ -	$ -	$ -	$ 72,920
Total EGLE Reimbursement Balance	*$ 5,790*	*$ 1,433*	$ -	$ -	$ -	$ -	$ -	$ -	*$ 88,537*
MEDC Non-Environmental Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MEDC Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local-Only Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	0	0	0	0	0	0	0	0	$ -
Total Local-Only Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Developer Reimbursement	*$ 4,286*	*$ 4,356*	*$ 1,433*	$ -	$ -	$ -	$ -	$ -	***$ 88,537***
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits *	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41,464**
State Tax Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 15,257*
Local Tax Capture	$ -	$ -	*$ 2,993*	*$ 4,498*	*$ 4,569*	*$ 4,642*	*$ 4,715*	*$ 4,789*	*$ 26,207*
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 41,464*

*Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Brownfield Plan Resolution(s)

JACKSON, MICHIGAN

RESOLUTION ADOPTING A BROWNFIELD PLAN
OF
BROWN FLORAL PROPERTY
BY THE CITY OF JACKSON, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the City Council of the City of Jackson, Michigan, held in City Council Chambers, City Hall located at 161 W Michigan Avenue, Jackson, Michigan 49201, on the _____ day of _____ 2025 at ____ PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Jackson City Council, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 908 Greenwood Ave, Jackson, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Jackson City Council have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Jackson City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Jackson City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Jackson City Council concur with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the Jackson City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)ss:

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on the _____ day of _____ 2025, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____ 2025.

Andrea Muray

City of Jackson Clerk

Notice to Taxing Jurisdictions

NOTICE TO ALL TAXING JURISDICTIONS

THE CITY COMMISSION OF JACKSON, MICHIGAN PROPOSES TO APPROVE A BROWNFIELD PLAN FOR THE PROPERTY LOCATED AT 908 GREENWOOD AVENUE, JACKSON, MICHIGAN (TAX IDENTIFICATION NO 4-1170.0100)

The City of Jackson, Jackson, Michigan has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of one parcel of property located at 908 Greenwood Avenue, Jackson, Jackson County, Michigan. The property contains one commercial parcel that includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. Additionally, the greenhouse will be used to grow fresh produce, helping to expand food access in underserved areas of the community.

The Brownfield condition that qualifies the property as eligible is a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes pre-approved department activities, and soil sampling and due care; and underground storage tank (UST) removal.

The plan will be considered for adoption at the _____ _____, ____ meeting of the City of Jackson City Council held at TIME in the City Hall, Council Chamers, 161 West Michigan Avenue, Jackson, Michigan 49201. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to John O'Conno, joconnor@cityofjackson.org, 517-768-6426

Dated: ____ ____, _____

Notice of Public Hearing

NOTICE OF PUBLIC HEARING

THE CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

OF JACKSON COUNTY

REGARDING ADOPTION OF A BROWNFIELD PLAN OF BROWN FLORAL LOCATED AT 908 GREENWOOD AVENUE WITHIN THE CITY OF JACKSON, IN THE COUNTY OF JACKSON, MICHIGAN

TO ALL INTERESTED PERSONS IN JACKSON COUNTY

PLEASE TAKE NOTICE that the City Council for the City of Jackson, Michigan will hold a Public Hearing on _____, the ___ day of _____ _____, at approximately _____, Eastern Daylight time in the Council Chambers within City Hall, 161 W. Michigan Avenue, Jackson, Michigan, to receive public comment on the City's Brownfield Redevelopment Plan to include therein the Brown Floral property site located at 908 Greenwood Avenue, Jackson, Jackson County, Michigan. The following legal parcel is included in the "eligible property":

Parcel ID No.: 4-1170.0100

BEG AT SE COR OF BLK 6, HARWOOD'S ADD TH N 89°52'36" W 104.01 FT ALG S LINE OF SD BLK 6 TH N 00°30'56" E 186.05 FT TH S 89°49'13" E 54.00 FT TH N 00°30'56" E 143.06 FT TO N LN OF SD BLK 6 TH S 89°42'57" E 211.00 FT ALG SD N LN TH S 30°53'25" E 10.35 FT TO E LN OF SD BLK 6 TH S 27°56'06" W 361.32 FT ALG E LN OF BLK 6 TO POB. BLK 6 HARWOOD'S ADD. SPLIT/COMBINED ON 12/07/2022 FROM 4-117000000, 4-1170.1000, 4-117100000, 4-117200000, 4-117300000, 4-117400000, 4-117500000, 4-117600000, 4-118400000, 4-1184.1000 INTO 4-1176.0100

The property consists of one commercial parcel consisting of 1.25-acres located in Jackson, Michigan. The site includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. This Brownfield Plan aims to address environmental challenges associated with the former use of the property as a gasoline station by supporting the removal of the USTs, facilitating necessary environmental remediation, and enabling the successful revitalization of the site.

The Brownfield condition that qualifies the property as eligible is the presence of contamination that makes the site a facility as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

The Brownfield Plan, which includes a site map, is available for public inspection at the City Hall, Community Development Department, located at 161 W. Michigan Avenue, Jackson, Michigan. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Jackson County Brownfield Redevelopment Authority at (517) 788-4330. THIS NOTICE is given by order of the City Council of the City of Jackson, Michigan.

Andrea Murray, Clerk
City of Jackson

Eligibility Documentation

Analytical Summary of Data Collected by A+ Environmental
Brown Floral

	GSI Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Residential Drinking Water Protection Criteria	Direct Contact Criteria	GP 1 (3-5')	GP 1 (8-10')	GP 2 (9-10')	GP 2 (10-12)	GP 2 (13-15')	GP 3 (8-10')	GP 3 (12-15')	GP 6 (8')	GP 6 (12')	GP 7 (7.5')
Analyte														
Lead	-	-	700000	400000	**46000**	**44000**	**26000**	**1300**	**4000**	**8800**	**2800**	**1000**	**15000**	**3200**
Benzene	4000	1600	100	180000	ND	ND	ND	**210**	**67**	ND	ND	ND	ND	ND
Toluene	5400	330000	16000	50000000	ND	ND	ND	**140**	**64**	ND	ND	ND	ND	ND
o-Xylene	980	6300000	5600	410000000	ND	ND	ND	**180**	**320**	ND	ND	ND	ND	ND
m,p-Xylene	980	6300000	5600	410000000	ND	ND	ND	**550**	**900**	ND	ND	ND	ND	ND
1,2,4-Trimethylbenzene	570	4300000	2100	32000000	ND	ND	ND	ND	**820**	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	1100	2600000	1800	32000000	ND	ND	ND	ND	**210**	ND	ND	ND	ND	ND

Notes
Results are reported in µg/Kg-dry
ND = Not detected
Bold = Detected
Highlighted = Exceeds EGLE Criteria

fishbeck
Engineers | Architects | Scientists | Constructors

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Brown Floral Project Fact Sheet

Project Overview: The proposed project includes the revitalization of a commercial property situated on an approximately 1.25-acre parcel located at 908 Greenwood Avenue in the City of Jackson, Michigan (the "Property"). The proposed project will facilitate the revitalization of the Brown Floral, which has been hindered by contamination caused by the former gasoline station, into a vibrant floral shop and community gathering space. The project will support the removal of the underground storage tanks (USTs) and associated due care activities.

Parcel Included: 4-1170.0100

The purpose of this Plan is to provide for reimbursement of the eligible activity expenses incurred and to be incurred by Brown Floral on the Property and improvement that will directly benefit the Property.

This project represents a collaboration between the City of Jackson 's Brownfield Redevelopment Authority and the Jackson County Brownfield Redevelopment Authority resulting in the leveraging of local, state and federal resources to support the project

Eligible Costs

School and Local

- Pre-Approved Department Activities: Pre-approved Department Activities are included for this project. They include conducting Phase I and II Environmental Site Assessments (ESA's), developing a Baseline Environmental Assessment (BEA)/Due Care Activities, and the removal of two USTs that were associated with the former gasoline station on the Property. Environmental activities, such as the Phase I and II ESA's, BEA's, and Due Care are estimated to cost $9,757 for Brown Floral, and the removal of the USTs, transportation and disposal of any related wastes, backfill, and restoration of the site is estimated to cost $64,156 for Brown Floral.
- Brownfield Plan/Work Plan Preparation and Development: Preparation of the Brownfield Plan is estimated to cost $5,000, a cost that is being borne by the City of Jackson.
- 15% Contingency: The total contingency cost is anticipated at $9,623.
- Interest: The total amount of tax increment revenues collected for all eligible project costs not to exceed $88,537.
- Total: $88,537

Estimated Outcomes:

- $84,402 Initial Taxable Value
- $249,352 Future Taxable Value
- 30 Years of Brownfield Plan Capture, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner.
- $11,014 Authority Administration Fees (10% Local-Only Estimation)
- $88,537 Maximum Amount of Developer Eligible Activities
- $41,464 Amount to be Deposited in Local Brownfield Revolving Fund

NOTICE TO ALL TAXING JURISDICTIONS

THE CITY COMMISSION OF JACKSON, MICHIGAN PROPOSES TO APPROVE A BROWNFIELD PLAN FOR THE PROPERTY LOCATED AT 908 GREENWOOD AVENUE, JACKSON, MICHIGAN (TAX IDENTIFICATION NO 4-1170.0100)

The City of Jackson, Jackson, Michigan has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of one parcel of property located at 908 Greenwood Avenue, Jackson, Jackson County, Michigan. The property contains one commercial parcel that includes a two-story commercial building with an attached greenhouse, a residential structure, and associated parking areas. The future owner intends to preserve the property's current use as a floral shop, retaining the Brown Floral name, while expanding its role as a community hub through events such as DIY terrarium workshops, seasonal wreath-making, organic seed starting, and sustainable gardening classes. Additionally, the greenhouse will be used to grow fresh produce, helping to expand food access in underserved areas of the community.

The Brownfield condition that qualifies the property as eligible is a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes pre-approved department activities, and soil sampling and due care; and underground storage tank (UST) removal.

The plan will be considered for adoption at the November 18, 2025 meeting of the City of Jackson City Council held at 6:30 pm in the City Hall, Council Chambers, 161 West Michigan Avenue, Jackson, Michigan 49201. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct
inquiries to John O'Connor, joconnor@cityofjackson.org, 517-768-6426

Dated: October 29, 2025

JACKSON, MICHIGAN

RESOLUTION ADOPTING A BROWNFIELD PLAN
OF
BROWN FLORAL PROPERTY
BY THE CITY OF JACKSON, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a regular meeting of the City Council of the City of Jackson, Michigan, held in City Council Chambers, City Hall located at 161 W Michigan Avenue, Jackson, Michigan 49201, on the _____ day of _____ 2025 at ____ PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Jackson City Council, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 908 Greenwood Ave, Jackson, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Jackson City Council have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Jackson City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Jackson City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Jackson City Council concur with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support**. Pursuant to the authority vested in the Jackson City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability**. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals**. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)ss:

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on the _____ day of _____ 2025, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____ 2025.

Andrea Muray

City of Jackson Clerk

MINUTES – JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

October 14, 2025

10:30 AM

MEMBERS PRESENT: Dan Greer, Heather Ehnis, Conner Wood, and Jonathan Greene Daniel Mahoney, John Willis, Mishele Wilkins

MEMBERS ABSENT: Scott Damich and Darrell Norris

STAFF PRESENT: R. John O'Connor

GUEST PRESENT: Emily Dunbar

I. Call to Order

Chair Greer called the meeting to order at 10:40 am.

II. Roll Call

III. Adoption of Agenda

Board Member Wood, with support from Board Member Mahoney, to adopt the October 14, 2025, agenda as presented.

The motion passed unanimously by voice vote.

IV. Adoption of Meeting Minutes.

A. May 14, 2025, meeting minutes

Board Member Wood moved, with support from Board Member Willis, to adopt the May 14, 2025, meeting minutes.

The motion passed unanimously by voice vote.

V. Public Comment and Correspondence

None

VI. New Business

A. Consideration of the Brownfield Plan for Brown Floral, 908 Greenwood Ave. In cooperation with the county Brownfield Authority.

Board Member Mahoney Moved with support from Board Member Wood.

The motion passed unanimously by roll call vote.

DRAFT

VII. Old Business

Former Gatshall's Transmission, 224 S Mechanic Street (owner George & Cynthia Chesser)

Updates were not available on any new projects at this location.

VIII. Board Members Concerns and Comments

Chairman Greer said he would be unavailable from mid-December- April, Board Member Greene gave an update on the Pickle Barrel.

IX. Adjournment

Board Member Wood moved, with support from Board Member Mahoney, to adjourn October 8, 2025, JBRA meeting at 11:52 AM

The motion passed unanimously by voice vote.

Respectfully,

R. John O'Connor
Planning Director, City of Jackson

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: **Amendment 2 to the 25-001 Major Street Engineering Contract**

RECOMMENDATION:

Approve Amendment 2 to the 25-001 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $216,800.00 and authorize the City Manager and City Engineer to sign the appropriate document.

Attached is a report from Troy R. White, City Engineer regarding Amendment 2 for the above referenced project.

I recommend approval. Your consideration and concurrence is appreciated.

JG

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: November 18, 2025

RECOMMENDATION: Approve Amendment 2 to the 25-001 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $216,800.00 and authorize the City Manager and City Engineer to sign the appropriate document.

ISSUE STATEMENT

The attached contract amendment will add engineering services for:

Street	Limits	Fee	Construction Type
Bloomfield Blvd	West to Fourth	$ 15,000	Repaving
Bowen Street	Morrell to Carlton	$ 52,500	Water main and LSL replacements
Burr Street	Waterloo to East	$ 64,000	Water main and LSL replacements
Griswold Street	at Third	$ 57,900	Sanitary sewer extension
Griswold Street	Woodbridge to First	$ 27,400	Water main and LSL replacements

The current amount for this contract is $276,559.20. The amount of proposed Amendment 2 is $216,800.00, bringing the revised contract amount to $493,359.20. The work included in this amendment will be paid for with a combination of City Street, Sewer and Water Funds.

DESCRIPTION OF CONSEQUENCES

Engineering for Bloomfield is needed to address the paving that residents requested by petition. The next steps for that project are to generate plans and specs and then take bids to know true costs before holding a public hearing to confirm assessments and award a paving contract.

Bowen, Burr and Griswold are added because the water mains on these streets are antiquated, undersized and constricting critical flows and pressures in their neighborhoods.

The sanitary sewer extension on Griswold at Third Street is added to accommodate the construction of new homes on former Griswold School site.

OWNERSHIP

On September 30, 2025, City Council held a public hearing of necessity for Bloomfield and then approved a resolution ordering the project to proceed.

City staff has determined that the replacement of the water mains and the associated lead service lines on Bowen, Burr and Griswold needs to be made an immediate priority as the current flows and pressures in these neighborhoods is inadequate.

Lastly, the Griswold Street sanitary sewer must be extended at Third Street for the housing project at the former Griswold School to be fully built out.

SOLUTION

The attached amendment will add the outlined engineering services to the 25-001 Major Street Engineering contract that was awarded to HRC on September 24, 2024 for water main work, lead service replacement and repaving engineering on Ganson Street from Elm Avenue to the east City Limits. The Bloomfield, Bowen, Burr and Griswold Street engineering services are detailed in the attached letter from HRC dated November 5, 2025.

FACILITATE IMPLEMENTATION

Approve Amendment 2 to the 25-001 Major Street Engineering contract with Hubbell, Roth & Clark, Inc. (HRC) of Jackson, MI, at a not-to-exceed cost of $216,800.00 and authorize the City Manager and City Engineer to sign the appropriate document.

TRW/kmm

ATTACHMENT

AMENDMENT NO. 2
To Contract for
25-001 Major Street Engineering Contract
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 209,899.20**
APPROVED AMENDMENT NO. 1	**$ 66,660.00**
CURRENT CONTRACT AMOUNT AS SET BY AMENDMENT NO.1	**$ 276,559.20**
AMENDMENT NO. 2	**$ 216,800.00**
NEW CONTRACT AMOUNT AS SET BY AMENDMENT NO. 2	**$ 493,359.20**

REASON FOR AMENDMENT:

To add preliminary and construction engineering services as described in the letter from Hubbell, Roth & Clark, Inc. dated November 5, 2025 for water main and sanitary sewer construction on Bloomfield Boulevard, Bowen Street, Burr Street and Griswold Street.

Prepared by Troy R. White, P.E.
City Engineer

ACCEPTED BY:

Todd Sneathen, P.E.
Hubbell, Roth & Clark, Inc.

Date:

ACCEPTED BY:

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

Date:

ACCEPTED BY:

Jonathan Greene, City Manager

Date:

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201

517-292-1295

www.hrcengr.com

November 5, 2025

Jackson Engineering
Jackson City Hall, 4th Floor
161 W. Michigan Ave.
Jackson, MI 49201

Attn: Troy R. White, P.E., City Engineer
Re: 25-001 Major Street Engineering Amendment 2 HRC Job No. 20240771

Dear Mr. White:

Per our discussions, we are pleased to submit this amendment for various tasks. Depending on the task, we have included the scope of work which may include both design and construction engineering duties.

Item 1: Bloomfield Boulevard Resurfacing – West Avenue to Fourth Street

The City requested HRC to provide design and construction engineering services for street resurfacing along Bloomfield Boulevard between West Avenue and Fourth Street, approximately 1,200 feet. It is our understanding that the project limits are contained to the lanes on each side of the boulevard and work is not to occur in the center of the boulevard section between islands. The previous overlays and patching are to be removed by cold milling and the milled surface overlaid with a single course of new hot mix asphalt. In addition, sidewalk trip hazards are to be replaced. Replacement of curb and driveways are not to be included. We understand the project will be funded with special assessments and local street funds.

Our proposed scope of services will include field review to identify sidewalk trip hazards, prepare bid documents in log job format, and construction engineering services consisting of contract administration, full-time observation, and construction staking for structure adjustments (we have assumed an observer will be required to work 10 hours per day for eight days). HRC can complete the work outlines under Item 1 for $15,000 and can complete bid documents by December 5, 2025.

Item 2: Bowen Street Water Main Replacement – Morrell Street to Carlton Boulevard

The City requested HRC to provide design and construction engineering services for water main and service replacement along Bowen Street between Morrell Street and Carlton Boulevard, approximately 700 feet. The water main and water services are to be replaced with minimal need for restoration. We understand the project will be funded with water funds.

Our proposed scope of services will include topographic survey, one soil boring (by others), preparation of bid documents, EGLE permitting, interior water service verification, and construction engineering services consisting of contract administration, full-time observation, and construction staking (we have assumed an observer will be required to work 10 hours per day for four weeks). HRC can complete the work outlined under Item 2 for $52,500 and can complete bid documents by December 30, 2025.

Item 3: Burr Street Water Main Replacement – Waterloo Avenue to East Avenue

The City requested HRC to provide design and construction engineering services for water main and service replacement along Burr Street between Waterloo Avenue and East Avenue, approximately 400 feet. The water main and water services are to be replaced with minimal need for restoration. We understand the project will be funded with water funds.

Our proposed scope of services will include topographic survey, two soil boring (by others), preparation of bid documents, EGLE permitting, interior water service verification, and construction engineering services consisting of contract administration, full-time observation, and construction staking (we have assumed an observer will be required to work 10 hours per day for four weeks). HRC can complete the work described under Item 3 for $64,000 and can complete bid documents by December 30, 2025.

Item 4: Griswold Street Water Main Replacement, Woodbridge Street to First Street

The City requested HRC to provide design and construction engineering services for water main and service replacement along Griswold Streer between First Street and Woodbridge Street, approximately 500 feet. The water main and water services are to be replaced with minimal need for restoration. We understand the project will be funded with water funds.

Our proposed scope of services will include topographic survey, two soil boring (by others), preparation of bid documents, EGLE permitting, interior water service verification, and construction engineering services consisting of contract administration, full-time observation, and construction staking (we have assumed an observer will be required to work 10 hours per day for four weeks). HRC can complete the work outlined under Item 4 for $57,900 and can complete bid documents by December 30, 2025.

Item 5: Griswold Street Sanitary Sewer Extension at Third Street

The City requested HRC to provide design and construction engineering services to extend the existing sanitary sewer near the intersection of Griswold Street and Third Street. The sanitary sewer is to be extended approximately 100 feet to accommodate proposed developments. New wyes and sanitary services are to also be installed. We understand the project will be funded with sewer funds.

Our proposed scope of services will include topographic survey, one soil boring (by others), preparation of bid documents, EGLE permitting, and construction engineering services consisting of contract administration, full-time observation, and construction staking (we have assumed an observer will be required to work 10 hours per day for two weeks). HRC can complete the work described under Item 5 for $27,400 and can complete bid documents by December 30, 2025.

Based on the scope of work, we estimate the total costs for the items above to be $216,800. We will invoice the City in accordance with the terms of our existing contract, and the final invoice amount will be based on actual time spent.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Todd J. Sneathen, P.E.
Principal/Vice President

Mike Romkema, P.E.
Associate

TJS/mar

pc: COJ; J. Crow
HRC; File

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 1: Bloomfield Boulevard Resurfacing – West Avenue to Fourth Street											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Site Visit			2					2			4
Bid Document Preparation		1	14								15
QA/QC		1									1
Sub-Total Direct Labor Hours		2	16					2			20
Sub-Total Direct Labor Cost		$106.00	$712.00					$90.00			$908.00
Construction Engineering Services											
Construction Management and Admin.		1	10					1		6	18
Field Observation								8	64		72
Construction Layout						2					2
Project Closeout			2					1		2	5
Sub-Total Direct Labor Hours		1	12			2		10	64	8	97
Sub-Total Direct Labor Cost		$53.00	$534.00			$79.00		$450.00	$1,984.00	$264.00	$3,364.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									16		16
Sub-Total Direct Labor Cost (OT Rates)									$744.00		$744.00
Totals											
Total Direct Labor (Hours)	0	3	28	0	0	2	0	12	80	8	133
Costs for Direct Labor	$0.00	$159.00	$1,246.00	$0.00	$0.00	$79.00	$0.00	$540.00	$2,728.00	$264.00	$5,016.00
										Total with 3.0 Multiplier:	**$15,000.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 2: Bowen Street Water Main Replacement – Morrell Street to Carlton Boulevard											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	20	4				26
Meetings		1	1								2
Bid Document Preparation		8	24	40							72
QA/QC	1										1
Sub-Total Direct Labor Hours	1	9	25	40	2	20	4				101
Sub-Total Direct Labor Cost	$60.00	$477.00	$1,112.50	$1,500.00	$101.00	$790.00	$120.00				$4,160.50
Construction Engineering Services											
Construction Management and Admin.		8	44							34	86
Water Service Inspections								1	6		7
Field Observation								40	160		200
Construction Layout						4	1				5
Project Closeout			2					2	2	2	8
Sub-Total Direct Labor Hours		8	46			4	1	43	168	36	306
Sub-Total Direct Labor Cost		$424.00	$2,047.00			$158.00	$30.00	$1,935.00	$5,208.00	$1,188.00	$10,990.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									40		40
Sub-Total Direct Labor Cost (OT Rates)									$1,860.00		$1,860.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$1,475.00
Sub-Total Services by Other											$1,475.00
Totals											
Total Direct Labor (Hours)	1	17	71	40	2	24	5	43	208	36	447
Costs for Direct Labor	$60.00	$901.00	$3,159.50	$1,500.00	$101.00	$948.00	$150.00	$1,935.00	$7,068.00	$1,188.00	$17,010.50
Cost for Services by Others											$1,475.00
Subtotal											$18,485.50
										Total with 3.0 Multiplier:	**$52,500.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 3: Burr Street Water Main Replacement – Waterloo Avenue to East Avenue											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	20	4				26
Meetings		2	2								4
Bid Document Preparation		25	40	85							150
QA/QC	1										1
Sub-Total Direct Labor Hours	1	27	42	85	2	20	4				181
Sub-Total Direct Labor Cost	$60.00	$1,431.00	$1,869.00	$3,187.50	$101.00	$790.00	$120.00				$7,558.50
Construction Engineering Services											
Construction Management and Admin.		8	44							34	86
Water Service Inspections								1	4		5
Field Observation								40	160		200
Construction Layout						4	1				5
Project Closeout			2					2	2	2	8
Sub-Total Direct Labor Hours		8	46			4	1	43	166	36	304
Sub-Total Direct Labor Cost		$424.00	$2,047.00			$158.00	$30.00	$1,935.00	$5,146.00	$1,188.00	$10,928.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									40		40
Sub-Total Direct Labor Cost (OT Rates)									$1,860.00		$1,860.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$2,950.00
Sub-Total Services by Other											$2,950.00
Totals											
Total Direct Labor (Hours)	1	35	88	85	2	24	5	43	206	36	525
Costs for Direct Labor	$60.00	$1,855.00	$3,916.00	$3,187.50	$101.00	$948.00	$150.00	$1,935.00	$7,006.00	$1,188.00	$20,346.50
Cost for Services by Others											$2,950.00
Subtotal											$23,296.50
										Total with 3.0 Multiplier:	**$64,000.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 4: Griswold Street Water Main Replacement, Woodbridge Street to First Street											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	50	8				60
Meetings		1	1								2
Bid Document Preparation		8	24	40							72
QA/QC	1										1
Sub-Total Direct Labor Hours	1	9	25	40	2	50	8				135
Sub-Total Direct Labor Cost	$60.00	$477.00	$1,112.50	$1,500.00	$101.00	$1,975.00	$240.00				$5,465.50
Construction Engineering Services											
Construction Management and Admin.		8	44							34	86
Water Service Inspections								1	6		7
Field Observation								40	160		200
Construction Layout						4	1				5
Project Closeout			2					2	2	2	8
Sub-Total Direct Labor Hours		8	46			4	1	43	168	36	306
Sub-Total Direct Labor Cost		$424.00	$2,047.00			$158.00	$30.00	$1,935.00	$5,208.00	$1,188.00	$10,990.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									40		40
Sub-Total Direct Labor Cost (OT Rates)									$1,860.00		$1,860.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$2,950.00
Sub-Total Services by Other											$2,950.00
Totals											
Total Direct Labor (Hours)	1	17	71	40	2	54	9	43	208	36	481
Costs for Direct Labor	$60.00	$901.00	$3,159.50	$1,500.00	$101.00	$2,133.00	$270.00	$1,935.00	$7,068.00	$1,188.00	$18,315.50
Cost for Services by Others											$2,950.00
Subtotal											$21,265.50
										Total with 3.0 Multiplier:	**$57,900.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 5: Griswold Street Sanitary Sewer Extension at Third Street											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	16	6				24
Meetings		1									1
Bid Document Preparation		8	60								68
QA/QC	1										1
Sub-Total Direct Labor Hours	1	9	60		2	16	6				94
Sub-Total Direct Labor Cost	$60.00	$477.00	$2,670.00		$101.00	$632.00	$180.00				$4,120.00
Construction Engineering Services											
Construction Management and Admin.		1	8					4		8	21
Field Observation									80		80
Construction Layout						2					2
Project Closeout			2					1		1	4
Sub-Total Direct Labor Hours		1	10			2		5	80	9	107
Sub-Total Direct Labor Cost		$53.00	$445.00			$79.00		$225.00	$2,480.00	$297.00	$3,579.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									20		20
Sub-Total Direct Labor Cost (OT Rates)									$930.00		$930.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$1,475.00
Sub-Total Services by Other											$1,475.00
Totals											
Total Direct Labor (Hours)	1	10	70	0	2	18	6	5	100	9	221
Costs for Direct Labor	$60.00	$530.00	$3,115.00	$0.00	$101.00	$711.00	$180.00	$225.00	$3,410.00	$297.00	$8,629.00
Cost for Services by Others											$1,475.00
Subtotal											$10,104.00
										Total with 3.0 Multiplier:	**$27,400.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201

517-292-1295

www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 1: Bloomfield Boulevard Resurfacing – West Avenue to Fourth Street											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Site Visit			2					2			4
Bid Document Preparation		1	14								15
QA/QC		1									1
Sub-Total Direct Labor Hours		2	16					2			20
Sub-Total Direct Labor Cost		$106.00	$712.00					$90.00			$908.00
Construction Engineering Services											
Construction Management and Admin.		1	10					1		6	18
Field Observation								8	64		72
Construction Layout						2					2
Project Closeout			2					1		2	5
Sub-Total Direct Labor Hours		1	12			2		10	64	8	97
Sub-Total Direct Labor Cost		$53.00	$534.00			$79.00		$450.00	$1,984.00	$264.00	$3,364.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									16		16
Sub-Total Direct Labor Cost (OT Rates)									$744.00		$744.00
Totals											
Total Direct Labor (Hours)	0	3	28	0	0	2	0	12	80	8	133
Costs for Direct Labor	$0.00	$159.00	$1,246.00	$0.00	$0.00	$79.00	$0.00	$540.00	$2,728.00	$264.00	$5,016.00
										Total with 3.0 Multiplier:	**$15,000.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 2: Bowen Street Water Main Replacement – Morrell Street to Carlton Boulevard											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	20	4				26
Meetings		1	1								2
Bid Document Preparation		8	24	40							72
QA/QC	1										1
Sub-Total Direct Labor Hours	1	9	25	40	2	20	4				101
Sub-Total Direct Labor Cost	$60.00	$477.00	$1,112.50	$1,500.00	$101.00	$790.00	$120.00				$4,160.50
Construction Engineering Services											
Construction Management and Admin.		8	44							34	86
Water Service Inspections								1	6		7
Field Observation								40	160		200
Construction Layout						4	1				5
Project Closeout			2					2	2	2	8
Sub-Total Direct Labor Hours		8	46			4	1	43	168	36	306
Sub-Total Direct Labor Cost		$424.00	$2,047.00			$158.00	$30.00	$1,935.00	$5,208.00	$1,188.00	$10,990.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									40		40
Sub-Total Direct Labor Cost (OT Rates)									$1,860.00		$1,860.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$1,475.00
Sub-Total Services by Other											$1,475.00
Totals											
Total Direct Labor (Hours)	1	17	71	40	2	24	5	43	208	36	447
Costs for Direct Labor	$60.00	$901.00	$3,159.50	$1,500.00	$101.00	$948.00	$150.00	$1,935.00	$7,068.00	$1,188.00	$17,010.50
Cost for Services by Others											$1,475.00
Subtotal											$18,485.50
										Total with 3.0 Multiplier:	**$52,500.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 3: Burr Street Water Main Replacement – Waterloo Avenue to East Avenue											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	20	4				26
Meetings		2	2								4
Bid Document Preparation		25	40	85							150
QA/QC	1										1
Sub-Total Direct Labor Hours	1	27	42	85	2	20	4				181
Sub-Total Direct Labor Cost	$60.00	$1,431.00	$1,869.00	$3,187.50	$101.00	$790.00	$120.00				$7,558.50
Construction Engineering Services											
Construction Management and Admin.		8	44							34	86
Water Service Inspections								1	4		5
Field Observation								40	160		200
Construction Layout						4	1				5
Project Closeout			2					2	2	2	8
Sub-Total Direct Labor Hours		8	46			4	1	43	166	36	304
Sub-Total Direct Labor Cost		$424.00	$2,047.00			$158.00	$30.00	$1,935.00	$5,146.00	$1,188.00	$10,928.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									40		40
Sub-Total Direct Labor Cost (OT Rates)									$1,860.00		$1,860.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$2,950.00
Sub-Total Services by Other											$2,950.00
Totals											
Total Direct Labor (Hours)	1	35	88	85	2	24	5	43	206	36	525
Costs for Direct Labor	$60.00	$1,855.00	$3,916.00	$3,187.50	$101.00	$948.00	$150.00	$1,935.00	$7,006.00	$1,188.00	$20,346.50
Cost for Services by Others											$2,950.00
Subtotal											$23,296.50
										Total with 3.0 Multiplier:	**$64,000.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 4: Griswold Street Water Main Replacement, Woodbridge Street to First Street											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	50	8				60
Meetings		1	1								2
Bid Document Preparation		8	24	40							72
QA/QC	1										1
Sub-Total Direct Labor Hours	1	9	25	40	2	50	8				135
Sub-Total Direct Labor Cost	$60.00	$477.00	$1,112.50	$1,500.00	$101.00	$1,975.00	$240.00				$5,465.50
Construction Engineering Services											
Construction Management and Admin.		8	44							34	86
Water Service Inspections								1	6		7
Field Observation								40	160		200
Construction Layout						4	1				5
Project Closeout			2					2	2	2	8
Sub-Total Direct Labor Hours		8	46			4	1	43	168	36	306
Sub-Total Direct Labor Cost		$424.00	$2,047.00			$158.00	$30.00	$1,935.00	$5,208.00	$1,188.00	$10,990.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									40		40
Sub-Total Direct Labor Cost (OT Rates)									$1,860.00		$1,860.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$2,950.00
Sub-Total Services by Other											$2,950.00
Totals											
Total Direct Labor (Hours)	1	17	71	40	2	54	9	43	208	36	481
Costs for Direct Labor	$60.00	$901.00	$3,159.50	$1,500.00	$101.00	$2,133.00	$270.00	$1,935.00	$7,068.00	$1,188.00	$18,315.50
Cost for Services by Others											$2,950.00
Subtotal											$21,265.50
										Total with 3.0 Multiplier:	**$57,900.00**

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

401 S Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295
www.hrcengr.com

25-001 Major Street Engineering Amendment 2
Derivation of Costs

Item 5: Griswold Street Sanitary Sewer Extension at Third Street											
Header	Principal	Project Manager	Project Engineer	Graduate Engineer	Survey Manager	Surveyor Party Chief	Survey Technician	CE Manager	Construction Observer	Office Technician	Total
Rate	$60.00	$53.00	$44.50	$37.50	$50.50	$39.50	$30.00	$45.00	$31.00	$33.00	
Design Engineering Services											
Topographic Survey, Drops & Processing					2	16	6				24
Meetings		1									1
Bid Document Preparation		8	60								68
QA/QC	1										1
Sub-Total Direct Labor Hours	1	9	60		2	16	6				94
Sub-Total Direct Labor Cost	$60.00	$477.00	$2,670.00		$101.00	$632.00	$180.00				$4,120.00
Construction Engineering Services											
Construction Management and Admin.		1	8					4		8	21
Field Observation									80		80
Construction Layout						2					2
Project Closeout			2					1		1	4
Sub-Total Direct Labor Hours		1	10			2		5	80	9	107
Sub-Total Direct Labor Cost		$53.00	$445.00			$79.00		$225.00	$2,480.00	$297.00	$3,579.00
Overtime for Construction Engineering											
Overtime Rate									$46.50		
Overtime Hours									20		20
Sub-Total Direct Labor Cost (OT Rates)									$930.00		$930.00
Services by Others											
Material Testing Consultants (MTC) - Geotechnical Investigation											$1,475.00
Sub-Total Services by Other											$1,475.00
Totals											
Total Direct Labor (Hours)	1	10	70	0	2	18	6	5	100	9	221
Costs for Direct Labor	$60.00	$530.00	$3,115.00	$0.00	$101.00	$711.00	$180.00	$225.00	$3,410.00	$297.00	$8,629.00
Cost for Services by Others											$1,475.00
Subtotal											$10,104.00
										Total with 3.0 Multiplier:	**$27,400.00**

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: **Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC**

Recommendation:

> **Approve Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $17,055.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: November 18, 2025

RECOMMENDATION: **Approve Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $17,055.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

ISSUE STATEMENT

Work for the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC is now complete. As such, the attached balancing change order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents a decrease of $17,055.00, bringing the current contract amount to $377,854.12.

OWNERSHIP

Engineering is responsible for capital improvement projects to the City's infrastructure. As such, Engineering has worked cooperatively with Department of Public Works staff to prepare this project and ensure the sewer connecting the city to the wastewater treatment plant remains functional and reliable.

On April 15, 2025, City Council approved the award of the contract to Taplin Group, LLC of Kalamazoo, Michigan in the amount of $394,909.12. After the contract was executed, Engineering determined that the estimated length of sewer cleaning and televising exceeded the actual by 300 linear feet.

SOLUTION

Engineering has prepared this balancing Change Order 1 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 1 to the High Level Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $17,055.00 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

CHANGE ORDER NO. 1
To Contract for
ENG24-16 High Level Interceptor Sewer Cleaning and Televising
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 394,909.12**
CHANGE ORDER NO. 1	**$ – 17,055.00**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 377,854.12**

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Taplin Group, LLC — Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer — Date:

ACCEPTED BY:

Jonathan Greene, City Manager — Date:

ENG24-16_HIGH LEVEL INTERCEPTOR SEWER CLEANING & CCTV BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	-	Mobilization	1.00	0.00	1.00	LS	$ 16,835.13	$ -	$ -
0002	-	Traffic Control	1.00	0.00	1.00	Ft	$ 41,237.74	$ -	$ -
0003	-	Sewer Cleaning	5,925.00	-300.00	5,625.00	Ft	$ 49.85	$ -	$ (14,955.00)
0004	-	Sewer Televising	5,925.00	-300.00	5,625.00	Ft	$ 7.00	$ -	$ (2,100.00)

Total:	$ -	$ (17,055.00)
Net Change:	$ (17,055.00)	
Current Contract Amount:	$ 394,909.12	
Revised Contract Amount:	$ 377,854.12	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: **Change Order 1 to the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC**

Recommendation:

> **Approve Change Order 1 to the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $1,209.43 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 1 to the North Interceptor Sewer Cleaning and Televising contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: November 18, 2025

RECOMMENDATION: **Approve Change Order 1 to the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $1,209.43 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

ISSUE STATEMENT

Work for the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC is now complete. As such, the attached balancing change order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents a decrease of $1,209.43, bringing the current contract amount to $340,408.02.

OWNERSHIP

Engineering is responsible for capital improvement projects to the City's infrastructure. As such, Engineering has worked cooperatively with Department of Public Works staff to prepare this project and ensure the sewer connecting the city to the wastewater treatment plant remains functional and reliable.

On September 10, 2024, City Council approved the award of the contract to Taplin Group, LLC of Kalamazoo, Michigan in the amount of $341,617.45. After the contract was executed, Engineering determined the need to include permit fees required for work taking place on Consumers Energy property.

SOLUTION

Engineering has prepared this balancing Change Order 1 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 1 to the North Interceptor Sewer Cleaning and Televising contract with Taplin Group, LLC in the decreased amount of $1,209.43 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

CHANGE ORDER NO. 1
To Contract for
ENG24-13B North Interceptor Sewer Cleaning and Televising
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 341,617.45**
CHANGE ORDER NO. 1	**$ – 1,209.43**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 340,408.02**

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

Taplin Group, LLC — Date:

ACCEPTED BY:

Troy R. White, P.E., City Engineer — Date:

ACCEPTED BY:

Jonathan Greene, City Manager — Date:

ENG24-13B_NORTH EXTENSION SEWER CLEANING & CCTV BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	-	Mobilization	1.00	0.00	1.00	LS	$ 30,687.45	$ -	$ -
0002	-	Sewer Cleaning	4,250.00	-30.20	4,219.80	Ft	$ 64.92	$ -	$ (1,960.58)
0003	-	Sewer Televising	4,250.00	-30.20	4,219.80	Ft	$ 8.24	$ -	$ (248.85)
0004	-	Permit Fees	0.00	1.00	1.00	LS	$ 1,000.00	$ 1,000.00	$ -

Total:	$ 1,000.00	$ (2,209.43)
Net Change:	$ (1,209.43)	
Current Contract Amount:	$ 341,617.45	
Revised Contract Amount:	$ 340,408.02	

JACKSON
Founded 1829

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

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: **Change Order 1 to the North Interceptor Sewer Make Ready contract with Taplin Group, LLC**

Recommendation:

> **Approve Change Order 1 to the North Interceptor Sewer Make Ready contract with Taplin Group, LLC in the increased amount of $92,883.73 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy White, City Engineer, regarding approval of Change Order 1 to the North Interceptor Sewer Make Ready contract.

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

JG

Attachments

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

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

DATE: November 18, 2025

RECOMMENDATION: **Approve Change Order 1 to the North Interceptor Sewer Make Ready contract with Taplin Group, LLC in the increased amount of $92,883.73 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

ISSUE STATEMENT

Work for the North Interceptor Sewer Make Ready contract with Taplin Group, LLC is now complete. As such, the attached balancing change order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are less than current contract quantities while others are more. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents an increase of $92,883.73, bringing the current contract amount to $476,054.12.

OWNERSHIP

Engineering is responsible for capital improvement projects to the City's infrastructure. As such, Engineering has worked cooperatively with Department of Public Works staff to prepare this project and ensure the sewer connecting the city to the wastewater treatment plant remains functional and reliable.

On September 10, 2024, City Council approved the award of the contract to Taplin Group, LLC of Kalamazoo, Michigan in the amount of $383,170.39. After the contract was executed, Engineering identified additional work needed to complete the project properly. These additions included placing additional mats to stabilize the temporary access path, adding more gravel to stabilize the permanent access path, covering portions of the existing sewer line with soil, and installing a fence and gate at the entrance to the new permanent access path.

SOLUTION

Engineering has prepared this balancing Change Order 1 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

FACILITATE IMPLEMENTATION

Approve Change Order 1 to the North Interceptor Sewer Make Ready contract with Taplin Group, LLC in the increased amount of $92,883.73 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

CHANGE ORDER NO. 1
To Contract for
ENG24-13A North Interceptor Sewer Make Ready
City of Jackson, Michigan

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

ORIGINAL CONTRACT AMOUNT	**$ 383,170.39**
CHANGE ORDER NO. 1	**$ 92,883.73**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1	**$ 476,054.12**

REASON FOR CHANGE:

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

CONTRACT COMPLETION:

The contract completion date remains unchanged.

_____
Prepared by Jeffrey D. Crow, P.E.
Assistant City Engineer

ACCEPTED BY:

_____ _____
Taplin Group, LLC Date:

ACCEPTED BY:

_____ _____
Troy R. White, P.E., City Engineer Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager Date:

ENG24-13A_NORTH EXTENSION MAKE READY
BALANCING CHANGE ORDER NUMBER 1

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

Prop Line	Item Code	Item Description	Current Contract Quantity	Quantity Change	Final Quantity	Units	Unit Price	Amount	
								ADD	DEDUCT
0001	-	Mobilization	1.00	0.00	1.00	LSUM	$ 43,938.99	$ -	$ -
0002	-	Soil Erosion and Sedimentation Control	1.00	0.00	1.00	LSUM	$ 1,851.31	$ -	$ -
0003	-	Structure Improvements, MH 00-005	1.00	0.00	1.00	LSUM	$ 3,120.80	$ -	$ -
0004	-	Structure Improvements, MH 00-007	1.00	0.00	1.00	LSUM	$ 5,543.70	$ -	$ -
0005	-	Structure Improvements, MH 00-008	1.00	0.00	1.00	LSUM	$ 5,543.70	$ -	$ -
0006	-	Structure Improvements, MH 00-010	1.00	0.00	1.00	LSUM	$ 8,541.59	$ -	$ -
0007	-	Clearing and Grubbing	580.00	48.00	628.00	Ft	$ 101.97	$ 4,894.56	$ -
0008	-	Aggregate Surface Cse, 12 inch	760.00	64.00	824.00	Syd	$ 39.66	$ 2,538.24	$ -
0009	-	Geotextile Fabric	3,200.00	383.00	3,583.00	Syd	$ 7.20	$ 2,757.60	$ -
0010	-	Composite Mat	1,695.00	660.00	2,355.00	Ft	$ 104.78	$ 69,154.80	$ -
0011	-	Wetland Restoration	3,200.00	-844.00	2,356.00	Syd	$ 7.72	$ -	$ (6,515.68)
0012	-	Credit for not trucking materials off site	0.00	-1.00	-1.00	LSUM	$ 1,496.00	$ -	$ (1,496.00)
0013	-	Manhole Raising	0.00	1.00	1.00	LSUM	$ 6,021.63	$ 6,021.63	$ -
0014	-	Road Repairs	0.00	1.00	1.00	LSUM	$ 13,030.86	$ 13,030.86	$ -
0015	-	Fence and Gate	0.00	1.00	1.00	LSUM	$ 2,497.72	$ 2,497.72	$ -

Total:	$ 100,895.41	$ (8,011.68)
Net Change:	$ 92,883.73	
Current Contract Amount:	$ 383,170.39	
Revised Contract Amount:	$ 476,054.12	

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements.

Recommendation:

Approval of the Final Change Order No. 3, to Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements, to decrease the total project cost by $23,776, reducing the debt service amount and providing a small savings for our citizens and water system customers.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: November 18, 2025

RECOMMENDATION: Approval of the Final Change Order No. 3, to Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements, to decrease the total project cost by $23,776, reducing the debt service amount and providing a small savings for our citizens and water system customers.

ISSUE STATEMENT

Item No. 1 Replace West Tank Load Center

Originally the bid documents were to add circuits to the existing Load Center in the West Tank, after further investigation by the electricians we could not add anything more to the Load Center and it needed to be replaced. A load Center is an industrial name for an electric panel. The new Load Center meets todays and future needs for the West tank

Item No. 2 Remove work associated with installation of soft starter motors at Ella Sharp Wells 1 &2 from the project.

After much deliberation and effort to keep this in the project, the conclusion to remove it and come up with a solution later was determined the best solution. Durning the early stages of this project it was not full understood by the Engineers how Sharp Park Wells 1&2 operated and the planned equipment would not meet the City's needs. We came to the conclusion it was better to table this for the duration of this project and revisit it later. This saves us 12,276.00 dollars on this contract.

Item No. 3 Reduce the allowance for payment to Tetra Tech, Inc. for Control Software Development Services to $0.

This was a contingency budget that might or might not have been needed during the project. After the discovery of the issues with Sharp Park Well 1 & 2 it was understood this money was not needed int the project. On this contract we will save $15,00.00.

Total Change of the contact
Deduct ($23,776)

DESCRIBE THE CONSEQUENCES

If we do not fix this Load Center, we will not be able to utilize the new equipment installed in this project, nor would we be able to add additional circuits/work in the future. This change should allow us to move forward with projects in the future and allow us to use the new Mixter in the West Tank now.

OWNERSHIP

As the WTP supervisor I could of asked for more inspections to be done prior to the engineering work starting, with those completed we could have caught this. Had it been noticed in the beginning of this project we would have likely already incured these cost as they needed to be addressed. It is better to catch and changes these oversites now rather than after the completion of the project. Completing these items now is not only cheaper than in the future but put the WTP in a better position for the future.

SOLUTION

Approving Final Change Order No. 3 will reduce the total project cost, resulting in a $23,776 decrease in the Debt Service amount and providing a small savings for our citizens and water system customers. Additionally, this change will lower future maintenance costs at the plant by reducing the time and resources required to maintain this portion of the facility.

FACILITATE IMPLEMENTATION

Approve Final Change Order No. 3, to the Monroe Plumbing & Heating Co., contract for the DWSRF FY 2023 Improvements

---

ATTACHMENTS

1. Monroe Plumbing - DWSRF FY2023 Improvements - Change Order 3
2. CO-3 Project #221854_8-26-25

Change Order No. 3 (Final)
To Contract for
DWSRF FY 2023 Improvements
Water Treatment Plant 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	**$1,476,000.00**
CHANGE ORDER NO. 1	**$41,437.27**
CHANGE ORDER NO. 2	**$29,813.30**
CURRENT CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2	**$1,547,250.57**
CHANGE ORDER NO. 3	**($23,776.00)**
NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3	**$1,523,474.57**

REASON FOR AMENDMENT:

As outlined in the attached memo from Fishbeck, replace the West Tank Load Center with a new 120V NEMA 3R load center with sufficient breaker space for existing loads, with spare space for future use. Remove the work associated with installing soft-start motor starters at Ella Sharp Wells 1 and 2 from the project. Reduce allowance for payment to Tetra Tech, Inc. for Control Software Development Services to $0.

_____
Prepared by Nick Mangas
Water Treatment Plant Supervisor

ACCEPTED BY:

_____ _____
Thomas Friar, Adrian Branch Manager Date:
Monroe Plumbing & Heating, Co.

ACCEPTED BY:

_____ _____
Michael Osborn, Director of Public Works Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager Date:

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
ATTACHMENTS:	Bulletin No. 5 Response

Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

ITEM NO. 1:

A. Replace West Tank Load Center with new 120V NEMA 3R load center with sufficient breaker space for existing loads with spare space for future use.

ADD: $3,500

ITEM NO. 2:

A. Remove work associated with installation of soft start motor starters at Ella Sharp Wells 1 and 2 from the project.

DEDUCT: $12,276

ITEM NO. 3:

A. Reduce allowance for payment to Tetra Tech, Inc. for Control Software Development Services to $0.

DEDUCT: $15,000

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: N/A
Original Contract Price: $1,476,000.00	Original Contract time: 7/24/2023 Substantial Completion: 4/22/2024 Ready for final payment: 5/22/2024
Previous Change Orders No.: 1-2 $71,250.57	Net change from previous Change Orders: 0 Days
Contract Price prior to this Change Order: $1,547,250.57	Contract Time prior to this Change Order: Substantial Completion: 4/22/2024 Ready for final payment: 5/22/2024
Net ~~increase~~ (decrease) of this Change Order: $(23,776)	Net change of this Change Order: 450 Days

Contract Price with all approved Change Orders:

$1,523,474.57

Contract Time with all approved Change Orders:

Substantial Completion: 7/16/2025

Ready for final payment: 9/30/2025

RECOMMENDED

By: Colin McCorkle
Engineer

Colin McCorkle, PE,
Sr. Water & Wastewater Engineer

Date: August 26, 2025

APPROVED

By:
Contractor

Thomas Friar - Branch Manager
Name and Title of Signatory

Date: 8-27-25

APPROVED

By: Nicholas A. Mangas
Owner

Nicholas Mangas WTP Supervisor
Name and Title of Signatory

Date: 11-05-2025

END OF CHANGE ORDER

BULLETIN
PAGE 1 OF 2

CONTRACT FOR:	City of Jackson DWSRF FY 2023 Improvements
OWNER:	City of Jackson 161 West Michigan Avenue Jackson, MI 49201
CONTRACTOR:	Monroe Plumbing and Heating Company 121 North Tecumseh Street Adrian, MI 49221 -and- 506 Cooper Street Monroe, MI 48161
ENGINEER:	Fishbeck 1515 Arboretum Drive, SE Grand Rapids, MI 49546
DRAWING REVISION NO.:	B5
ISSUED HEREWITH:	
SPECIFICATION SECTIONS:	None
SHEETS:	None
DISTRIBUTION:	Nick Mangas, City of Jackson (City) Tom Friar, Monroe Plumbing and Heating Company Troy Strang, Centennial Electric Duane Penhallegan, Centennial Electric Bill Paison, PE – Tetra Tech Dave Baar, PE – Fishbeck Colin McCorkle, PE – Fishbeck

The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Contractor is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.

Return one completed and signed copy of the Bulletin to Engineer on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

City of Jackson
DWSRF FY 2023 Improvements
Project Number 221854

Bulletin No. 5
Date: April 2, 2025
Due Date: April 16, 2025

BULLETIN
PAGE 2 OF 2

ITEM NO. 1: Replacement of West Tank Lighting Panel

A. Replace West Tank Lighting Panel with new 120V NEMA 3R lighting panel with sufficient breaker space for existing loads with spare space for future use.

This is load center and not a panel board. A panel board will not fit.

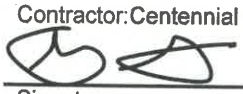
ADD/~~DEDUCT~~: $ 3,500.00

ITEM NO. 2: Removal of Ella Sharp Wells 1 & 2 from Project

A. Remove work associated with installation of soft start motor starters at Ella Sharp Wells 1 & 2 from the project.

~~ADD~~/DEDUCT: $ 12,276.00

Contractor: Centennial Electric llc



Signature

Troy Strang Project Manager

Name and Title of Signatory

4/22/25

Date

END OF BULLETIN

Bid Summary Report

Jackson WTP DWSRF 2023 Estimator: Mike **Job #2307**

Job Name: Jackson WTP DWSRF 2023

Contractor:

Estimator: Mike

Notes:

Bid Date: 5/2/2023

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Bulletin #5 Item #1	$468.60	100.00%	$468.60	15.47	103.44%	16.00

Top Sheet

Raw Cost	$3,003.52	Sales per Month	$0.00
Tax	$45.99	Return per Month	$0.00
Raw Cost with Tax	$3,049.51	Price per Square Foot	$0.00
Overhead	$450.53	Hours per Square Foot	0.00
Profit	$0.00	Square Feet	0.00
Total Return Amount	$450.53	Job Months	0.00
Total Return %	12.87%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	107.50
Price	$3,500.04	Workers per Day	0.00
Bond	$0.00	Total Hours	16.00
Sell Price	$3,500.04	Markup Sales Tax (Overhead)	No
Adjusted Sell	**$3,500.00**	Markup Sales Tax (Profit)	No
Adjusted Sell Return 12.87%	$450.49	Use Bond Table	No

Cost Totals

Name	$/Sq Ft	Project %
Materials	$0.00	15.60%
Labor	$0.00	57.27%
Supplier Quotes	$0.00	9.92%
SubContractors	$0.00	0.00%
Direct Job Expense	$0.00	17.21%
Equipment Rental	$0.00	0.00%
Fixtures Quotes	$0.00	0.00%

Bid Summary Report

Jackson WTP DWSRF 2023 **Estimator: Mike** **Job #2307**

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Burden Percent	Labor Cost
Electrican	100.00%	16.00	$107.50	$0.00	0.00%	$1,720.00
Totals	100.00%	16.00	$107.50	$0.00	0.00%	$1,720.00

Mark Ups

	Total		%	OVERHEAD Amount		%	PROFIT Amount
Materials	$468.60	+	15.00%	$538.89	+	0.00%	$538.89
Labor	$1,720.00	+	15.00%	$1,978.00	+	0.00%	$1,978.00
Supplier Quotes	$297.92	+	15.00%	$342.61	+	0.00%	$342.61
SubContractors	$0.00	+	15.00%	$0.00	+	0.00%	$0.00
Direct Job Expense	$517.00	+	15.00%	$594.55	+	0.00%	$594.55
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	**$3,003.52**		**15.00%**	**$3,454.04**		**0.00%**	**$3,454.04**

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$468.60	6.00%	$28.12
Labor	$1,720.00	0.00%	$0.00
Supplier Quotes	$297.92	6.00%	$17.88
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:	$45.99

Supplier Quotes

Name	Supplier	Tax (6.0%)	Unit Cost	Mult	Amount
Switchgear	SQD CNET	Yes	$247.92	1.00	$247.92
shipping		Yes	$50.00	1.00	$50.00
Totals:					$297.92

Direct Job Expense

Name	Supplier	Tax (0.0%)	Unit Cost	Mult	Amount
Permit / Fees		No	$200.00	1.00	$200.00
General Conditions		No	$117.00	1.00	$117.00
Coordinate Utility		No	$200.00	1.00	$200.00
Totals:					$517.00

Job Name: Jackson WTP DWSRF 2023
Job Number: 2307
Extension Name: Bulletin #5 Item #1

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					$468.60			15.47		100%	100%
CCode: <none>					$35.00			12.00		7.47%	77.58%
60,124	R&R 100 amp panel	1.00	$35.00	E	$35.00	12.00	E	12.00			
CCode: Branch Rough					$7.72			0.44		1.65%	2.84%
1,006	3/4 EMT CONN S/S	2.00	$1.43	E	$2.86	0.10	E	0.20	cb		
1,007	1 EMT CONN S/S	2.00	$2.43	E	$4.86	0.12	E	0.24	cb		
CCode: Feeder Rough					$110.12			1.72		23.5%	11.12%
1,008	1 1/4 EMT CONN S/S	2.00	$4.72	E	$9.44	0.16	E	0.32	cf		
2,321	1-1/4"X 3" NIPPLE GRC	1.00	$17.52	E	$17.52	0.40	E	0.40	cf		
2,400	1 1/4 GRC LB BODY	1.00	$55.69	E	$55.69	1.00	E	1.00	cf		
2,460	1 1/4 GRC FLAT COVER	1.00	$21.96	E	$21.96	0.00	X	0.00	cf		
2,472	1 1/4 GRC GASKET	1.00	$5.51	E	$5.51	0.00	X	0.00	cf		
CCode: Lugs/Termination/Ground					$0.00			0.90		0%	5.82%
5,778	100A CIRCUIT TERM	2.00	$0.00	X	$0.00	0.45	E	0.90	sl		
CCode: Feeder Wire					$315.76			0.41		67.38%	2.64%
60,139	2 THHN CU STRANDED	24.00	$13,156.53	M	$315.76	17.00	M	0.41	wf		
					$468.60			15.47			

4/22/2025 3:00 PM

Bid Summary Report

Jackson WTP DWSRF 2023 **Estimator: Mike** **Job #2307**

Job Name: Jackson WTP DWSRF 2023

Contractor:

Estimator: Mike

Notes:

Bid Date: 5/2/2023

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Bulletin #5 Item #2	$4,839.17	100.00%	$4,839.17	68.01	100.00%	68.01

Top Sheet

Raw Cost	$11,985.19	Sales per Month	$0.00
Tax	$290.35	Return per Month	$0.00
Raw Cost with Tax	$12,275.54	Price per Square Foot	$0.00
Overhead	$0.00	Hours per Square Foot	0.00
Profit	$0.00	Square Feet	0.00
Total Return Amount	$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	0.00
Remaining Labor Hours	0.00	Average Hourly Rate w/ Burden	105.07
Price	$12,275.54	Workers per Day	0.00
Bond	$0.00	Total Hours	68.01
Sell Price	$12,275.54	Markup Sales Tax (Overhead)	No
Adjusted Sell	**($12,276.00)**	Markup Sales Tax (Profit)	No
Adjusted Sell Return 200.00%		Use Bond Table	No

Cost Totals

Name	$/Sq Ft	Project %
Materials	$0.00	40.38%
Labor	$0.00	59.62%
Supplier Quotes	$0.00	0.00%
SubContractors	$0.00	0.00%
Direct Job Expense	$0.00	0.00%
Equipment Rental	$0.00	0.00%
Fixtures Quotes	$0.00	0.00%

Bid Summary Report

Jackson WTP DWSRF 2023 **Estimator: Mike** **Job #2307**

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Burden Percent	Labor Cost
Electrician	100.00%	68.01	$105.07	$0.00	0.00%	$7,146.02
Totals	100.00%	68.01	$105.07	$0.00	0.00%	$7,146.02

Mark Ups

	Total		%	OVERHEAD Amount		%	PROFIT Amount
Materials	$4,839.17	+	0.00%	$4,839.17	+	0.00%	$4,839.17
Labor	$7,146.02	+	0.00%	$7,146.02	+	0.00%	$7,146.02
Supplier Quotes	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
SubContractors	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Direct Job Expense	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Equipment Rental	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Fixtures Quotes	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Totals	**$11,985.19**		**0.00%**	**$11,985.19**		**0.00%**	**$11,985.19**

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$4,839.17	6.00%	$290.35
Labor	$7,146.02	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:	$290.35

Job Name: Jackson WTP DWSRF 2023
Job Number: 2307
Extension Name: Bulletin #5 Item #2

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined					$4,839.17			68.01		100%	100%
CCode: <undefined>					$310.67			16.40		6.42%	24.11%
288	18/2 TSP	40.00	$266.66	M	$10.67	10.00	M	0.40			
60,082	Soft Start Starter	2.00	$150.00	E	$300.00	8.00	E	16.00			
CCode: Branch Rough					$81.33			3.36		1.68%	4.94%
1,262	3/4 GRC	8.00	$602.50	C	$48.20	6.00	C	0.48	cb		
2,731	3/4 LOCKNUT	16.00	$127.96	C	$20.47	0.12	E	1.92	cb		
2,769	3/4 BUSH PLASTIC	8.00	$158.23	C	$12.66	0.12	E	0.96	cb		
CCode: Feeder Rough					$3,318.12			24.00		68.57%	35.29%
1,266	2 GRC	64.00	$1,959.02	C	$1,253.77	11.00	C	7.04	cf		
1,280	2 GRC 90 ELBOW	8.00	$132.61	E	$1,060.88	1.00	E	8.00	cf		
2,735	2 LOCKNUT	16.00	$622.02	C	$99.52	0.27	E	4.32	cf		
2,773	2 BUSH PLASTIC	8.00	$882.47	C	$70.60	0.27	E	2.16	cf		
5,493	1 1/2 FLEX WP	6.00	$897.20	C	$53.83	15.00	C	0.90	cf		
5,505	1 1/2 FLEX WP CONN	2.00	$12,966.04	C	$259.32	0.36	E	0.72	cf		
5,553	1 1/2 FLEX WP 90 CONN	2.00	$26,009.54	C	$520.19	0.43	E	0.86	cf		
CCode: Hangers/Anchors					$6.04			3.84		0.12%	5.65%
3,664	1/4 X 1 RH STOVE BOLT	16.00	$0.00	C	$0.00	8.00	C	1.28	ch		
3,795	1/4-20 LEAD MACH SCR ANCH	16.00	$37.74	C	$6.04	16.00	C	2.56	ch		
CCode: Straps					$33.42			1.65		0.69%	2.43%
4,669	2-IN COND HGR W/BOLT	12.00	$278.48	C	$33.42	13.75	C	1.65	cs		
CCode: Lugs/Termination/Ground					$103.09			13.00		2.13%	19.11%
5,679	2/0 S-2/0 CU SPLIT BOLT	6.00	$16.97	E	$101.82	1.40	E	8.40	sl		
5,739	6 GA TERMINATION	2.00	$0.00	X	$0.00	0.35	E	0.70	sl		
5,745	2/0 TERMINATION	6.00	$0.00	X	$0.00	0.65	E	3.90	sl		
5,813	SCOTCH 33+ VINYL TAPE	0.20	$0.00	E	$0.00	0.00	X	0.00	sl		
5,839	BLUE 3M WIRE NUT	2.00	$63.44	C	$1.27	0.00	C	0.00	sl		
CCode: Branch Wire					$52.07			1.28		1.08%	1.88%
60,132	14 THHN CU STRANDED	256.00	$203.41	M	$52.07	5.00	M	1.28	wb		
CCode: Feeder Wire					$934.44			4.48		19.31%	6.59%

4/22/2025 3:47 PM

Job Name: Jackson WTP DWSRF 2023
Job Number: 2307
Extension Name: Bulletin #5 Item #2

Item #	Item Name	Quantity	Book Price	U	Ext Book Price	NECA 1	U	Labor 1 Ext	CCode	% of Extended Price	% of Extended Hours
60,136	6 THHN CU STRANDED	54.00	$1,312.93	M	$70.90	11.00	M	0.59	wf		
60,142	2/0 THHN CU STRANDED	162.00	$5,330.50	M	$863.54	24.00	M	3.89	wf		
					$4,839.17			68.01			

STANDARD ELECTRIC COMPANY

Standard Electric - Lansing
733 N. Larch Street
Lansing, MI 48906
517-487-3232

QUOTE

Outside Sales Rep	
Ian Fuentes	
Duns No.	Reference
008902850	
Quote No:	To Be Shipped From
12099466-00	STANDARD ELECTRIC - LANSING

QUO

Quote No: 12099466-00

Bill To: 151751	CENTENNIAL ELECTRIC LLC P.O. BOX 490 POTTERVILLE, MI 48876-
Ship To: 1	CENTENNIAL ELECTRIC LLC-MISC 3300 W MAIN ST 1 LANSING, MI 48917

Customer PO #	Quote Placed By	Quote Taken By	Date Entered
JACKSON DWSRF	TROY STRANG	Caleb Everett	04/14/25

Quote good for 24 hours from Entered Date. Quantity available to Ship calculated at time of Quote. All Quotes are plus Freight unless otherwise stated.

Line #	Product and Description	Quantity Ordered	Qty Available to ship	Price U/M	Unit Price	Extended Price
1	**SQDQO112M100PRB** QO112M100PRB QO PLUG-ON NEUT LC N3R 1PH MB 240V	1	1	EA	90.04000	90.04
2	**SQDPK9GTA** SQD PK9GTA GRNDG BAR KIT	1	1	EA	5.33000	5.33
3	**SQDQO220GFI** QO220GFI 2P-120/240V-20A CB	1	1	EA	102.65000	102.65
4	**SQDQO115** SQD QO115 SP-120/240V-15 A CB	2	2	EA	7.86000	15.72
5	**SQDQO120** SQD QO120 SP-120/240V-20 A CB	2	2	EA	7.86000	15.72
6	**SQDQO230**	1	1	EA	18.46000	18.46

Not withstanding anything else in this quote, if a Manufacturer requires a deposit or prepayment prior to accepting our Company's Purchase Order and/or shipment of the material, that requirement shall be the responsibility of our customer. This requirement shall be applicable whether communicated prior to or after Customer's acceptance of this quote. Any applicable sales or use taxes are not included in this quote unless separately listed. All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at https://www.standardelectricco.com/termsandconditions. Additonal or conflicting terms are rejected, void, and of no force or effect.

Taken by: Caleb Everett

Phone:

Email: caleb.everett@standardelectricco.com

Printed on: 04/14/25 at 15:35

Customer Copy

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Four-year contract with HydroCorp Inc. of Troy, Michigan, to perform inspections and compliance of the cross-connection control devices.

Recommendation:

Approval of the four-year contract with HydroCorp Inc. of Troy, Michigan, in the amount of $247,482, to perform inspections and compliance with all applicable properties required to have an approved cross-connection control device.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Mike Osborn, Director of Public Works

DATE: November 18, 2025

RECOMMENDATION: Approval of the four-year contract with HydroCorp Inc. of Troy, Michigan, in the amount of $247,482, to perform inspections and compliance with all applicable properties required to have an approved cross-connection control device.

ISSUE STATEMENT

The City of Jackson is required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to inspect all applicable buildings served by the City's public water system to ensure compliance with the Cross Connection Control Rules established by EGLE's Health Division.

DESCRIBE THE CONSEQUENCES

The Cross Connection Control Program ensures that all applicable buildings with the potential for water to flow back into the public drinking water system are protected with a state-approved device that prevents backflow into the potable water supply. Failure to conduct the required inspections and maintain this program would place the City in violation of the State Safe Drinking Water Act and could jeopardize public health by allowing contaminants to enter the drinking water system.

OWNERSHIP

The City of Jackson has proudly maintained responsibility for cross-connection inspections since the inception of the Safe Drinking Water Act. Partnering with HydroCorp reflects our continued commitment to safeguarding public health and upholding the highest standards of water quality. This contract reinforces our accountability to ensure that every resident in Jackson and the surrounding communities continues to receive safe, clean drinking water.

SOLUTION

HydroCorp has provided excellent service to the City in previous years and has consistently demonstrated the expertise needed to ensure compliance with all state and federal regulations. The City did not go out to bid and chose HydroCorp because of their proprietary software. This falls under the City's purchasing policy as no bids are needed, proprietary 7.8 (B) A vendor

possesses exclusive and/or predominant capabilities. (E) A proprietary right exists, and the product is available from only one prime source and not merchandised through wholesalers, jobbers or retailers. Continuing this partnership will maintain the City's strong record of meeting water quality and safety standards.

FACILITATE IMPLEMENTATION

Approve the four-year contract with HydroCorp Inc., to perform inspections and compliance with all applicable properties required to have an approved cross-connection control device.

ATTACHMENTS

1. HydroCorp sole source
2. HydroCorp_Non-Residential_CCC_Program_Renewal_2025-06-25

HYDROCORP

August 22, 2025

City of Jackson/Blackman Township
161 W Michigan Ave
Jackson, Michigan 49201

Subject: Sole Source Justification for Cross-Connection Control Program Management

To Whom it May Concern:

I am writing to recommend that City of Jackson/Blackman Township designate HydroCorp as the sole source provider for the cross-connection control program management services. This recommendation is based on HydroCorp's unmatched expertise, specialized service offerings, and proven track record in safeguarding municipal water systems.

Essential Services for Public Health and Regulatory Compliance

The management of cross-connection control programs is a critical component of City of Jackson/Blackman Township's efforts to protect the public water supply from potential contamination. HydroCorp's services ensure compliance with Michigan Department of Environment, Great Lakes, and Energy (EGLE) and protect its residents by:

- Conducting thorough facility inspections and test tracking of backflow prevention devices.
- Maintaining comprehensive compliance records.
- Providing technical support and education to City staff and water system customers.

Unique Qualifications of HydroCorp

HydroCorp brings more than 40 years of experience and a singular focus on municipal cross-connection control programs. Our proprietary tools and methodologies are specifically designed to meet the needs of communities like City of Jackson/Blackman Township. We have successfully implemented programs in communities across Michigan, including the current agreement with Jackson/Blackman as well as Battle Creek, Livonia, Southfield and Genesee County.

HydroCorp's offering includes:

- Turnkey Program Management: Seamless integration of field inspections, customer outreach, and regulatory reporting.
- Specialized Expertise: Industry-certified staff with extensive knowledge of cross-connection control and backflow prevention. This includes a customer service team answering all water customer and field tester questions.
- Proven Technology: Proprietary software systems that ensure accuracy, efficiency, and compliance tracking.

Sole Source Justification

HydroCorp is the only company that offers a comprehensive suite of services, expertise, and proprietary tools. Our expertise in managing these programs is unparalleled in the industry, and our knowledge and experience are critical in ensuring the safety and integrity of your water supply. Given the specialized nature of these services and the lack of comparable providers, we believe that a sole source procurement is justified.

HydroCorp's designation as the sole source provider will allow City of Jackson/Blackman Township to efficiently and effectively implement a comprehensive cross-connection control program without service interruptions, added administrative burden or risk of noncompliance with Michigan Department of Environment, Great Lakes, and Energy.

Request for Approval

I respectfully request the approval to designate HydroCorp as the sole source provider for these essential services. This designation is necessary to maintain the safety and reliability of your water distribution system and ensure compliance with regulatory standards.

If additional information or clarification is required, please do not hesitate to contact me.

Thank you for your attention to this critical matter.

Sincerely,



Christoper Spain
Chief Executive Officer
HydroCorp
CSpain@hydrocorpinc.com

Renewal Service Agreement

DEVELOPED FOR

Timothy Pickett

City Of Jackson/ Blackman Township

161 W Michigan Ave

Jackson, MI, 49201

6/25/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK 3-4

PROFESSIONAL SERVICE AGREEMENT. 5-9

APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the City Of Jackson/ Blackman Township. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City Of Jackson/ Blackman Township with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City Of Jackson/ Blackman Township and HydroCorp, you may expect completion of the following elements within an 48 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting**.** Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

(a) Prioritize and schedule inspections
(b) Notify users of inspections, backflow device installation and testing requirements, if applicable
(c) Monitor inspection compliance using Company's online software management program
(d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelops for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 1,800.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of $137.49. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract*.

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division . Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	$4,856.63	$58,279.50
2	$5,050.88	$60,610.50
3	$5,253.00	$63,036.00
4	$5,463.00	$65,556.00
Contract Total	$247,482.00	

Contract Amount is based upon a 48 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 9/1/2025.

City Of Jackson/ Blackman Township

_____

By:

Title:

HydroCorp



_____

By: Paul M. Patterson

Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "**Terms**") are the only terms which govern the provision of the professional services ("**Services**") by HydroCorp, LLC, a Michigan limited liability company ("**Company**") to the customer named on the attached statement of work, order form, proposal, or purchase order ("**Client**", and together with Company the "Parties" and each individually a "**Party**"). The attached statement of work, order form, proposal, or purchase order (the "**Proposal**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "**Company Representatives**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "**Deliverables**" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "**Intellectual Property Rights**" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and

confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS

PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars ($1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars ($1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion

of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business in located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business in located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections ***annually***.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: A Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and agents of Aaron's Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

Recommendation:

> Approve a Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and agents of Aaron's Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

Approve a Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and agents of Aaron's Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: November 18, 2025

RECOMMENDATION: Approve a Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and agents of Aaron's Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

ISSUE STATEMENT

The deer population control began in 2014. In 2025, 80 deer were culled. To maintain population management, we will need to continue the program in 2026.

DESCRIBE THE CONSEQUENCES

An unplanned cull would allow the deer population to grow, potentially posing overpopulation, disease, and safety concerns.

OWNERSHIP

The City has taken the lead in partnering with Summit Township and Jackson County to establish a single committee to address deer overpopulation. It continues discussions with the Michigan Department of Natural Resources.

SOLUTION

Deer population control is an ongoing collaboration between the City, the Department of Natural Resources, Jackson County Parks, and Summit Township. Through culling, we help manage overpopulation, reduce disease risk, and ensure public safety.

FACILITATE IMPLEMENTATION

Approve a Resolution suspending the enforcement of City ordinances that prohibit the possession and use of firearms within the City, as such ordinances apply to employees and

agents of Aaron’s Nuisance Animal Control, during the authorized deer harvest period from January 16 through March 16, 2026.

ATTACHMENTS

1. RESOLUTION Deer Harvest 2026

RESOLUTION NO. 2025- __

SUSPENSION OF ENFORCEMENT OF ORDINANCE 18-184, DISCHARGING WEAPONS, WITHIN ELLA SHARP PARK FOR DEER CULL IN JANUARY 15 through MARCH 15, 2026

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson Parks and Recreation Department, in conjunction with the Michigan Department of Natural Resources, has been working toward the resolution of the overpopulation of deer in and around Ella Sharp Park; and

WHEREAS, the safest and best method to control the deer population is through the continued use of an animal control company; and

WHEREAS, the Parks and Recreation Department intends to utilize the lowest bidder of its approved deer harvest contract with Aaron's Nuisance Animal Control of Rives Junction, Michigan; and

WHEREAS, pursuant to the approved contract, it is anticipated that Aaron's Nuisance Animal Control will be harvesting deer in Ella Sharp Park and Sparks Park during January 15 through March 15, 2026; and

WHEREAS, the City Council wishes to suspend enforcement of ordinances prohibiting the use of firearms in Ella Sharp Park for the specific purpose of a deer cull during these specified months; and

NOW, THEREFORE, BE IT RESOLVED that Ordinance No. 18-184 of the Jackson City Code addressing the discharging of weapons within the City shall be suspended during the harvesting of deer within Ella Sharp Park; and

BE IT FURTHER RESOLVED that suspension of the above Ordinance shall only apply to agents and employees of Aaron's Nuisance Animal Control for the harvesting of deer within Ella Sharp Park and Sparks Park during January 15 through March 15, 2026, State of Michigan, County of Jackson, ss: City of Jackson)

I, Andrea Muray, City Clerk in and for the City of Jackson, County, and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on November __, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal of the City of Jackson, Michigan, on this _____ day of _____, 2025.

_____ Andrea Muray, City Clerk

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Approve a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

Recommendation:

Approve a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

The City of Jackson conducted a deer harvest program in January 2025. The City's deer management program worked closely with the Michigan Department of Natural Resources to ensure an efficient culling process, therefore, I recommend approving a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: November 18, 2025

RECOMMENDATION: Approve a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

ISSUE STATEMENT

Overpopulation poses significant risks to animals' health and residents' safety. If left uncontrolled, the herd can grow rapidly, with deer often giving birth to multiple fawns per year, making population management more difficult. A well-planned culling program helps control population numbers while also reducing the spread of disease. The Michigan Department of Natural Resources tests deer for diseases, and the City ensures that all harvested deer undergo health checks and proper processing. Edible venison is then distributed to local shelters, supporting the community while promoting public safety.

DESCRIBE THE CONSEQUENCES

Without a deer management program, the population could grow unchecked, increasing risks to public safety and the spread of disease.

OWNERSHIP

The City of Jackson, in partnership with Jackson County Parks and Summit Township, is combining resources to ensure a safe and efficient deer culling program. We have been collaborating and meeting for over a year in preparation, taking proactive steps to work together effectively.

SOLUTION

Ongoing conversations, planning, and partnerships with local and state government agencies allow us to review our programs each year and develop a management strategy that serves the best interests of the community and wildlife."

FACILITATE IMPLEMENTATION

Approve a contract with Aaron's Nuisance of Rives Junction to assist the City in providing animal control services for the 2026 Deer Harvest at Ella Sharp Park and Sparks Park, scheduled from January 16 through March 16, 2026.

ATTACHMENTS

1. [Aaron’s Nuisance Animal Control] Response Document Report

[AARON'S NUISANCE ANIMAL CONTROL] RESPONSE DOCUMENT REPORT

RFP No. 2025-Parks & Recreation-080

2026 Ella Sharp Park & Sparks Park Deer Harvest

RESPONSE DEADLINE: November 3, 2025 at 10:00 am

Report Generated: Monday, November 3, 2025

Aaron's Nuisance Animal Control Response

CONTACT INFORMATION

Company:
Aaron's Nuisance Animal Control

Email:
aaronsnuisance@gmail.com

Contact:
Aaron Blackford

Address:
P.O. Box 244
Leslie, MI 49251

Phone:
(517) 795-0521

Website:
aaronsnuisance.com

Submission Date:
Oct 28, 2025 8:32 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Oct 21, 2025 2:39 PM by Aaron Blackford

QUESTIONNAIRE

1. RFP Proposal*

Please see section "Criteria and Proposal Format" for more details.

Deer_cull_proposals.docx
Aaron's_Nuisance_Animal_Control_DNR_Permit_2025.docx
Aaron's_Nuisance_Animal_Control_LLC.docx
Aaron's_Nuisance_Animal_Control_COI.docx
Ella_Sharp_Park_Submittal_2025.docx
ANAC_deer_cull_protocals_2025.doc

2. References

Submit at least three (3) references from governmental agencies and/or private firms that attest to your company's experience and ability to perform the activities described in this RFP.

1. Barton Hills Village

199 Shore Dr

Ann Arbor

Bob Hensinger

734-417-8525

2. Young's Orchard

2600 E. Territorial rd

Rives Junction

David Young

517-206-3222

3. Glenborough Homeowners Association

3130 Andora Dr.

Superior Twp

Heather Kaper

734-300-4186

4. Jackson County Airport

3606 Wildwood

Jackson

517-788-4225

PRICE TABLES

DEER HARVEST

Unit Cost must include all labor, materials, fees, permits, and equipment needed to complete the Scope of Work

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Deer Harvest, primarily antlerless	100	Each	$368.00	$36,800.00
TOTAL					**$36,800.00**

AARON'S NUISANCE
ANIMAL CONTROL
P.O. Box 244 • Leslie, MI 49251
517-589-0050 • 517-795-0521
aaronsnuisance@gmail.com
aaronsnuisance.com

Deer Cull Proposal

Dates may be extended by the DNR upon your request if numbers are not obtained by the original permit dates.

The prices for the deer cull cover:
- Supplemental feed (shelled corn) if allowed by the DNR
- Set up (before the shoot) and removal (after the shoot) of our elevated stands and any other equipment
- Shooting and recovering each deer
- Field dressing the deer.
- Performing any biological data collection, if required, for the DNR;
  Recording the information required of each deer for the DNR
  - Weight of each deer
  - Age of each deer
  - Sex of each deer
  - Fetus count (if the cull is conducted late enough in the year)
  - Measurements of the hind leg of each deer
  - Etc.

We arrange to;
- Submit the deer heads, if required, to the DNR, Waterloo Field office.
- Submit all antlers to DNR Waterloo Field office which is required.

Cost per deer:
$368.00 per deer
(Our minimum charge is 25 deer at $368.00 per deer)
ANAC technicians will do their best to harvest the indicated number of deer on the permit.
Conditions- such as weather, human activity, deer activity, etc., will dictate when we will be out to harvest.
ANAC will notify "Owner" as to which days and times they will be out in advance.

The above stated terms and conditions are satisfactory and are hereby accepted.

X_____ _____
Owner/ Representative Signature **Date**

X_____ _____
Owner/Representative, Aaron's Nuisance Animal Control L.L.C. Signature **Date**

Michigan Department of Natural Resources - Wildlife

WILDLIFE DAMAGE AND NUISANCE CONTROL APPLICATION AND PERMIT

By authority of Part 401 of Act 451, P.A. of 1994, as amended, an approved permit is required for all Wildlife Damage and Nuisance Control Commercial Operators. Failure to comply with the provisions of this Act is a violation of State law and may result in the revocation of this permit, fine, and/or imprisonment. See Permit regulations in Information Circular Number 9152.

This is not a valid permit until approved and signed by the Michigan DNR Director's authorized representative.

All information must be typed or printed (except written signatures).

Name of Business Aaron's Nuisance Animal Control				Nuisance Control Business Telephone 517-589-0050
First Name Aaron		Last Name Blackford		Applicant's Home Telephone 517-795-0521
Business Address P.O. Box 644				Applicant's Work Telephone
City Leslie	State Michi an	Zip 49251	County In ham	E-Mail Address aaronnuisance mail.com

PERMIT TYPE:

Renewal

PERMIT CLASSIFICATION: Restricted and General permits are subject to all provisions of this permit, Sections 5.50 to 5.55 of the Wildlife Conservation Order and Information Circular Number 9152. Permittee is authorized to control damage and nuisance caused by wild animals listed in Subsection 5.52(3) anywhere in the State of Michigan.

restrictedpermit

Have you or any of your subpermittees ever been convicted of a hunting/fishing violation in Michigan or any other State? No

LIABILITY. Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this permit.

INDEMNIFICATION. Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit: (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the Permittee, its employees, contractors, or its authorized representatives.

I have read and understand the regulations on this form and Information Circular Number 9152 and agree to abide by those regulations. To the best of my knowledge, the information supplied by me is true and correct. I understand that this permit does not provide any authorization to circumvent any federal, state, local zoning, or any other local laws and ordinances. I understand it is my responsibility to know and comply with all federal, state, and local laws. I certify that I am not ineligible by state law, court order, or administrative ruling to secure or possess a hunting, trapping or fur dealer's license.

Aaron Blackford — *Appl/cant's Signature*

January 27, 2025 — *Date*

FOR DNR USE ONLY

Issue Date	Expiration Date	Permit Number
January 27, 2025	March 31, 2028	RC 577

Permit Specialist's Signature of Approval

DNR Permit Specialist

Date

January 27, 2025

PR2004 (Rev. 07130/2015)

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING

GRETCHEN WHITMER
GOVERNOR

M. SCOTT BOWEN
DIRECTOR

January 27, 2025

Aaron Blackford
Aaron's Nuisance Animal Control
P.O. Box 644
Leslie, **MI** 49251

Dear Mr. Blackford:

Your Wildlife Damage and Nuisance Control Permit has been approved and is enclosed. This permit is issued on a three-year renewal cycle, expiring on the third March 31 after the date of issue. The expiration date of your permit is **March 31, 2028.**

Activity/Renewal Report forms and renewal applications will be distributed in December 2027. An Activity/Renewal Report, summarizing your wildlife damage and nuisance control activities during calendar years 2025, 2026, and 2027; and a completed renewal permit application, will be required prior to the renewal of your permit. An Activity/Renewal Report form is enclosed for your information. The types of records that you are required to maintain are indicated within Section 5.54 of the Wildlife Conservation Order.

Wildlife Conservation Order Section 5.54:
"A person issued a damage and nuisance animal control permit shall keep records of all nuisance animal control operations, documenting the complainant's name, address, date of service, service technician, species of nuisance animals, number of each species taken, county in which captured, disposition of all animals taken, and county of release. These records and any animals in the permittee's possession shall be available for inspection by a conservation officer or other representative of the department at any reasonable time. Prior to the expiration of a permit, the permittee shall submit an accurate summary of permitted activities upon forms furnished by the department. Prior to a permit being renewed, the permittee shall also submit a completed renewal application."

This permit does not authorize the take of domestic species like cats. This permit only authorizes the take of native wild animals listed within this circular. For issues with feral cats please contact your local Animal Control or the Michigan Department of Agriculture.

There is a new protocol regarding the removal or pick up of road killed animals. This information can be found at www.micbigan.gov/dnr.

Please let us know if you have any questions, my contact information is below.

Sincerely,

Permit Specialist

Permit Specialist
DNR-Wildlife Division
Phone: 517-284-6210
DNR-PermitSpecialist@michigan.gov
www.michigan.gov/wildlifepermits

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2025 ANNUAL STATEMENT

for

AARON'S NUISANCE ANIMAL CONTROL, L.L.C.

ID Number: 801700293

received by electronic transmission on January 29, 2025 , ***is hereby endorsed.***

Filed on January 29, 2025 , ***by the Administrator.***

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29th day of January, 2025.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2025

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

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

PRODUCER
Christian-Baker Company
PO Box 158
Camp Hill PA 17001

License#: 59385

CONTACT NAME: Jess Zakaszewski
PHONE (A/C, No, Ext): 717-761-4712 **FAX (A/C, No):** 717-761-5810
E-MAIL ADDRESS: wildlifeservice@christianbakerco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Companies	10677
INSURER B : The Hartford	914
INSURER C : Liberty Mutual	23043
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BLACKFO-01
Aaron's Nuisance Animal Control LLC
PO Box 244
Leslie MI 49251

COVERAGES **CERTIFICATE NUMBER:** 1590900500 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY | PRO-JECT | LOC OTHER:			ETN0650463	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS X HIRED AUTOS ONLY | X NON-OWNED AUTOS ONLY			39UECNE8827	9/15/2025	9/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB | OCCUR **EXCESS LIAB** | CLAIMS-MADE DED | RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-34S-536448-034	12/18/2024	12/18/2025	X PER STATUTE | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jackson are GA 472 (05 20) – Additional Insured status applies to General Liability, including Ongoing and Completed Operations When Required In Written Contract, Agreement, Permit or Authorization prior to a loss. Coverage applies on a Primary and Noncontributory basis as per policy language When Required By Written Contract, Agreement, Permit Or Authorization prior to a loss. Waiver of Subrogation applies When Required In Written Contract, Agreement, Permit or Authorization prior to a loss.

CERTIFICATE HOLDER
City of Jackson
161 West Michigan Ave
Jackson MI 49201

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

AUTHORIZED REPRESENTATIVE
Joey Minskey

© 1988-2015 ACORD CORPORATION. All rights reserved.

Project Management Approach

Primary Contact: Aaron Blackford 517-795-0521

From the day of an approved contract, we begin our onsite preparations such as:

- Site boundary lines confirmed.
- Herd activity which includes locations and numbers of deer.
- Site recon day and night with the use of thermal equipment.
- Human activity around the site day and night.
- Team meetings which include site visits and strategy planning.
- Project specific training and equipment training with range time.

Professional Experience of key staff members

I had a class specifically training in shooting in sensitive environments through the University of Nebraska, which I use as the basis of our in-house annual training. Since then, all our crew members have completed our training course every year. We meet multiple times a year to sharpen our shooting skills as well as go over equipment use and or maintenance. Our crew members have worked with us for many years on multiple deer projects as well as other reduction projects.

Proposed Timeline

We start with phase 1 which is the 10-day pre-bait period which can begin based on what the DNR approved permit outlines. Phase 2 is when we are out in the field culling and retrieving deer. We will be onsite till the job is done.

Company Experience and Qualifications

Our team has been conducting culls, controlled hunts, and deer harvests for over 30 years with 100%-safe success. We follow the restrictions and guidelines of the DNR-issued permit and can handle large volumes of deer. Our team gathers, records, and reports all the biological data required by the DNR.

We Use State-of-the-Art Equipment

- Night Vision Scopes (thermal, IR & illumination lights)
- Sound Suppressors
- Pressurized Cylinder Pellet (PCP) air rifles that fall within the regulations of the DNR.
- Game Tracking Equipment (special blood illuminating lights)
- Elevation Platforms with shooting rails or shooting tables affixed to them

Our Team is trained In

- Ballistics research and load development
- Continual range time and positive shot placement training
- Deer body language and manipulation
- Geography, topography, and satellite imagery
- Tracking and trailing
- Stand placement
- Laws specific to the site and site preparation

Deer Removal Projects

- Village of Barton Hills - Our crew worked here for 10 years while removing 50 deer per year. We removed deer that were causing property damage apart from browsing throughout the village. Over 18,000 lbs. of deer meat was donated for human consumption. We were working with another contractor on this project.

- Village of Barton Hills – Our crew has been conducting deer culls here from 2020 to current date. We have removed 373 deer during that time. The deer have been causing property damage throughout the village as well as an increase of Lyme disease within the village attributed to the “deer ticks”. All of the meat (15000 lbs.) has been donated for human consumption. This is our contracted project.

-

- City of Jackson and Jackson County Parks - Here we removed 600 deer in a span of over nine years. Deer were damaging flora and fauna in the area and were over browsing. The incidents of vehicle-deer accidents were high also. Over 35,000 lbs. of meat was donated for human consumption. This was our contracted project.

- Jackson County Airport - After multiple plane / deer strikes, we were called for the eradication of 38 deer. Over 1,500 lbs. of deer meat was donated for human consumption. This was our contracted project.

- Young's Orchard - We have removed around 35-40 deer at this location for the past 10 years. Our team utilized hazing tactics but they were minimally effective. To save crops from damage we organized controlled hunts. The deer have been over-browsing throughout the orchard during bad winters causing extensive damage to the property and resulting in extreme loss of income to the farmer. Over 1,500 lbs. of deer meat was donated for human consumption. This is our contracted project.

- Glenborough Home Owners Association (HOA) – 2022, We conducted a cull and removed 40 deer in 3 days. There was a high concentration of deer within this neighborhood and they were eating all the flora. 1600 lbs. of deer meat was donated for human consumption.

- University of Michigan-Dearborn- We conducted this cull to remove an excessive number of deer. Apart from a high number of vehicles vs. deer accidents, deer would go into neighboring subdivisions at night and browse the foliage around houses. Our team removed 43 deer in three nights. Over 2,800 lbs. of deer meat was donated for human consumption. We worked at this location 3 different years. We were working with another contractor on this project.

- Stellantis/Chrysler Proving Grounds – Our crew has been conducting deer and turkey culls for the last 4 years at this location. We have removed 400 + from within the grounds. All the meat has been donated for human consumption. We are working with another contractor on this project.
- Otto's Farms and Braun's Farms- Deer caused crop damage on this farm. Our team was called in to remove 10 deer from the sites. Over 400 lbs. of meat was donated for human consumption This was our contracted project.

AARON'S NUISANCE
ANIMAL CONTROL
P.O. Box 244 • Leslie, MI 49251
517-589-0050 • 517-795-0521
aaronsnuisance@gmail.com
aaronsnuisance.com

ANAC Deer Cull Protocols:

Site assessments are performed prior to setting up for any deer reduction program. This is done by satellite imagery (using multiple different imagery programs), studying maps, driving, and walking the site to determine the highest productive areas.

Feed stations are established from the results of our site assessment, to draw the deer to the areas selected for the safest, fastest outcome. Feed stations will be set up and maintained for 10 days prior to the commencement of the deer cull.

Equipment inspections are conducted at the beginning of each shooting session.

All shots will have an earthen back stop; bullets trajectory will be at the ground to prevent unexpected bullet travel.

The backdrop of all targeted deer to be shot will be clear of people, pets, structures, utility services, and vehicles.

Shots will not be taken across roadways.

Shots will not be taken at any running deer.

Cull operations are conducted during the times of day/night when outdoor human activity is at their lowest in conjunction with what the permit says.

Deer of all ages and sexes are harvested.

When in doubt never shoot, positive shots only.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

Recommendation:

To award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

To Award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Kelli Hoover, Parks Director

DATE: November 18, 2025

RECOMMENDATION: To award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

ISSUE STATEMENT

With an excellent opportunity for a Spark Grant award, we can provide a new, updated playground for the MLK Center while allowing the playground area to grow. The current playground was built in the early 2000s, and with an outstanding level of use, we are at a crossroads and need a new system.

DESCRIBE THE CONSEQUENCES

The current playground, built in the early 2000s, has seen extensive community use and is now in need of replacement. The Spark Grant provides the opportunity to address the challenge of an aging playground and create a modern, accessible space for the community.

OWNERSHIP

Working in partnership with the Jackson Community Foundation and Monica Moser, who helped spearhead and assist with the grant process, allowed us to secure the Spark Grant. Without this funding, the cost of daily maintenance for the playground area would increase substantially.

SOLUTION

The Parks Department will work closely with Sinclair Recreation to ensure that the long-term maintenance and care of the playground result in a durable, long-lasting play area.

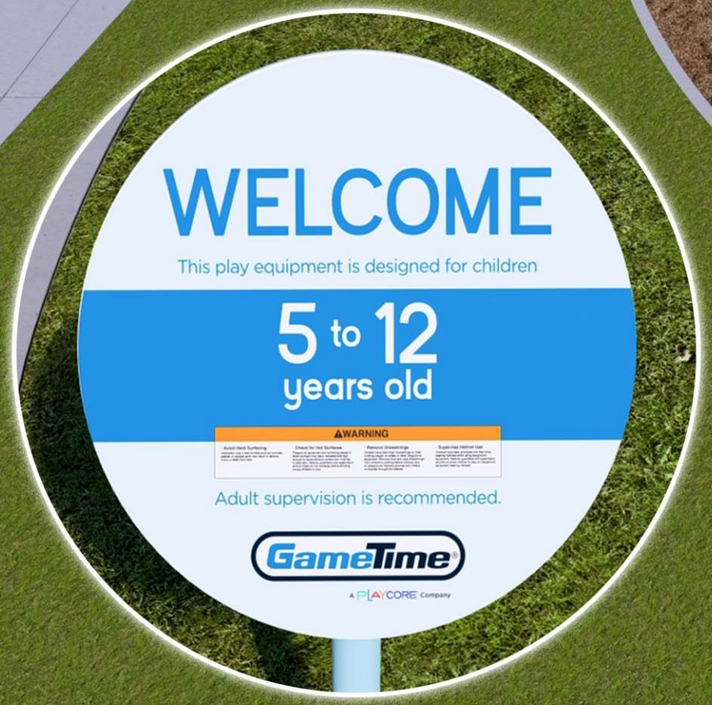
FACILITATE IMPLEMENTATION

To award a contract to Sinclair Recreation of Holland, Michigan, in the amount of $505,800.00 to install a new playground at the Martin Luther King Jr. Recreation Center.

ATTACHMENTS

1. MLK Playground - Option 1
2. [Sinclair Recreation] Response Document Report
3. Bid Tabulation - MLK Rec Center Playground Equipment and Installation

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Rolling Wave Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Rolling Wave Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Rolling Wave Palette

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Rolling Wave Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

The proposed design encourages youth physical fitness through the six essential elements of play (swinging, spinning, sliding, climbing, balancing, and brachiating). Playground site is eligible to become a National Demonstration Site for PlayOn - designed following research from Playcore's Scholar Network - at no additional charge.

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)	Total Elevated Play Components	8	
	Total Elevated Play Components Accessible By Ramp	0	Required 0
	Total Elevated Components Accessible By Transfer	6	Required 4
	Total Accessible Ground Level Components Shown	16	Required 3
	Total Different Types Of Ground Level Components	9	Required 3

GameTimer
A PLAYCORE brand
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission ASTM F1487-17 and F1487-17a and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: Jackson - City of Jackson - MLK Rec Center - One

DATE: 10/24/2025

DRAWN BY: ALW

PROJECT TITLE:
City of Jackson
MLK Recreation Center - One
Jackson, MI

REPRESENTATIVE:
Sinclair Recreation

SHEET NO:
108629-01-01

[SINCLAIR RECREATION] RESPONSE DOCUMENT REPORT

All Services No. 2025-PARKS & RECREATION-081
Martin Luther King Recreation Center Playground
RESPONSE DEADLINE: October 30, 2025 at 10:00 am
Report Generated: Thursday, October 30, 2025

Sinclair Recreation Response

CONTACT INFORMATION

Company:
Sinclair Recreation

Email:
diane@sinclair-rec.com

Contact:
Diane Sinclair

Address:
176 E. Lakewood Blvd
Holland, MI 49424, MI 49424

Phone:
N/A

Website:
www.sinclair-rec.com

Submission Date:
Oct 30, 2025 8:40 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Oct 29, 2025 1:20 PM by Madison Sinclair

Addendum #2
Confirmed Oct 29, 2025 1:20 PM by Madison Sinclair

Addendum #3
Confirmed Oct 29, 2025 1:20 PM by Madison Sinclair

QUESTIONNAIRE

1. Confirmations

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

Confirmed

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

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

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

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

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

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

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

Confirmed

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS *
In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height,

weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.

3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

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

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

Confirmed

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION *
The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but no limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

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

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

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

Confirmed

CERTIFICATION OF NONSEGREGATED FACILITIES*

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

Confirmed

RIGHT TO KNOW CONTRACTOR RELEASE*

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

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

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure

of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Confirmed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS*
The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

(c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

I certify

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

2. Submissions

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER*
Please download the below documents, complete, and upload.

- Non_Collusion_Affidavit.pdf

Jackson_-_non_collusion_-_sinclair.pdf

SUBCONTRACTORS
Please download the below documents, complete, and upload.

- Subcontractors.pdf

Subcontractors_-_sinclair.pdf

ETHICS DISCLOSURE FORM*
Please download the below documents, complete, and upload.

- Vendors_and_Contractors_Eth...

Jackson_-_ethics_disclosure_-_sinclair.pdf

REFERENCE QUESTIONNAIRE*
Please download the below documents, complete, and upload.

- REFERENCE_QUESTIONNAIRE.docx

2025_Central_&_Eastern_Michigan_References_.docx
Jackson_-_reference_.pdf

RESPONSIBLE CONTRACTOR ORDINANCE*
Please download the below documents, complete, and upload.

- Responsible_Contractor_Ordi...

Jackson_-_Responsible_contractor_-_sinclair.pdf
WBE_Certificate_2025.pdf
EMR_Letter.pdf
Sinclair_Bond_Letter.pdf
SR_W9_2025.pdf
Sinclair_Rec_COI.pdf
GameTime_-_MSDS_paint.pdf
GameTime_-_MSDS_steel.pdf
EWF_-_warranty.pdf
GameTime_warranty_equipment.pdf

SAM.GOV UIN*
Please provide your sam.gov Unique ldentity Number (UlN), if you
have received it. lf you have applied for your UIN and have not received it, please indicate the date of application.

Sam.gov_document_-_sinclair_recreation.docx

ADDITIONAL DOCUMENTS
City_of_Jackson_-_bid_bond.pdf
Jackson_-_MLK_Recreation_Center.pdf
Jackson_-_MLK_Recreation_Center_Option_Two.pdf
GameTime_information_-_City_of_Jackson_-_MLK.pdf
Jackson_-_MLK_Rec_Center_-_One_-_EWF_-_Pricing.pdf
Jackson_-_MLK_Rec_Center_-_Two_-_Hybrid_-_Pricing.pdf
City_of_Jackson_-_MLK_Park_-_Three_Pricing.pdf
Jackson_-_MLK_Recreation_Center_Option_Three.pdf

PRICE TABLES

MLK REC CENTER PLAYGROUND EQUIPMENT & INSTALLATION

DESIGN PACKAGE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EARTHWORK - CY	1	LUMP SUM	$30,150.00	$30,150.00
2	CONCRETE WALKS - SF	1	LUMP SUM	$33,400.00	$33,400.00
3	CONCRETE FLUSH PERIMETER CURB - LF	1	LUMP SUM	$30,600.00	$30,600.00
4	21AA AGGREGATE - CY	1	LUMP SUM	$3,000.00	$3,000.00
5	PLAY EQUIPMENT - 5-12 AGE GROUP (ALL COMPONENTS) - LS	1	LUMP SUM	$378,412.00	$378,412.00
6	FIBAR PLAYGROUND SURFACING - SF	1	LUMP SUM	$23,238.00	$23,238.00
7	SEEDING AND RESTORATION - SF	1	LUMP SUM	$5,000.00	$5,000.00
8	TOPSOIL & SEEDING (TOPSOIL ASSUMED TO BE ON-SITE). PRICE ON MOVING AND PLACING TOPSOIL - CY	1	LUMP SUM	$2,000.00	$2,000.00
TOTAL					**$505,800.00**

MLK REC CENTER PLAYGROUND EQUIPMENT & INSTALLATION

DESIGN PACKAGE 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EARTHWORK - CY	1	LUMP SUM	$30,150.00	$30,150.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	CONCRETE WALKS - SF	1	LUMP SUM	$33,400.00	$33,400.00
3	CONCRETE FLUSH PERIMETER CURB - LF	1	LUMP SUM	$30,600.00	$30,600.00
4	21 AA AGGREGATE - CY	1	LUMP SUM	$3,000.00	$3,000.00
5	PLAY EQUIPMENT - 5-12 AGE GROUP (ALL COMPONENTS) - LS	1	LUMP SUM	$459,300.00	$459,300.00
6	TOPSOIL & SEEDING (TOPSOIL ASSUMED TO BE ON-SITE). PRICE ON MOVING AND PLACING TOPSOIL - CY	1	LUMP SUM	$2,000.00	$2,000.00
7	SEEDING AND RESTORATION - SF	1	LUMP SUM	$5,000.00	$5,000.00
8	POURED-IN-PLACE PLAYGROUND SURFACING - SF	1	LUMP SUM	$98,400.00	$98,400.00
TOTAL					**$661,850.00**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan)
ss
COUNTY OF Ottawa)

Diane Sinclair, being first duly sworn, deposed and says that:

1. He is President of, Sinclair Recreation the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 10-29-2025

By: Sinclair Recreation
(Company)

By: Diane Sinclair, President
(Title)

Subscribed and sworn to before me, a Notary Public, this 29th day of October, 2025.

SCOTT BAREMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec. 28, 2031
Acting in the County of Ottawa

Notary Public, Ottawa County, Michigan
My commission expires: 12/28/31

SUBCONTRACTORS

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

Sinclair Recreation is providing and installing new playground equipment and surfacing for MLK Park.

Sinclair Recreation - Design of the playground. Installation of the playground and surfacing.

GameTime - the manufacturer of the playground equipment. The supplier of the surfacing.

City of Jackson
Ethics Disclosure Form
Vendors and Contractors

Name	Company
Diane Sinclair	Sinclair Recreation
Telephone 800-444-4954 office or 616-836-2447 cell	Email Address diane@sinclair-rec.com

Contract or matter pending with the City:

Playground equipment design and installation for MLK Park

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

☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.

☐ A relative[1] or immediate family member[2] of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.

☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

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

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

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

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

Property address: _____

Property interest: _____

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

Relative name: _____

City Department: _____

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

Name of Candidate: _____

Amount of Campaign Contribution: _____

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

none

Additional information regarding any of the above:

☒ None of the above apply.

Dated:

Diane Sinclair
Signature

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 29th day of October, 2025,
By Diane Sinclair.

SCOTT BAREMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec. 28, 2031
Acting in the County of Ottawa

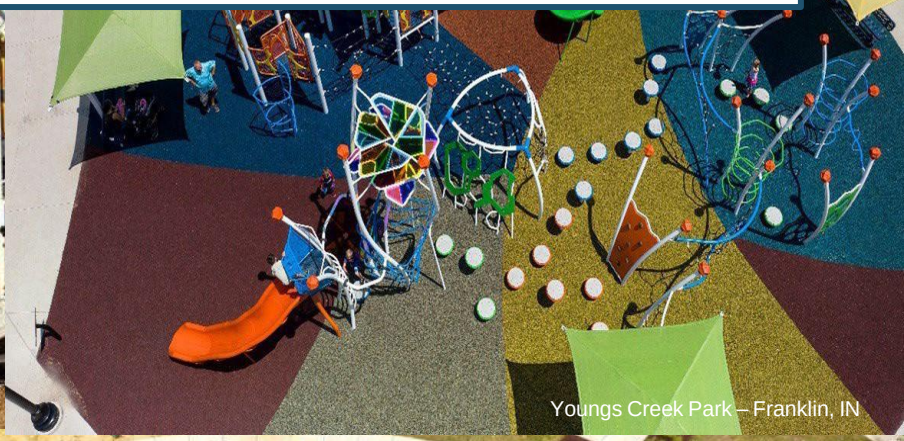
Scott Bareman

SINCLAIR RECREATION

176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954



North Elementary – Birch Run, MI



Youngs Creek Park – Franklin, IN



Kevin Hammersmith Memorial Park



Tattan Park - Westland, MI



Arch State Park Playground – Lawrenceburg, IN



Kevin Hammersmith Memorial Park – New Albany, IN

STATEMENT OF QUALIFICATIONS

Sinclair Recreation, LLC



176 E. Lakewood Blvd.
Holland, MI 49424

Toll Free:	800-444-4954
Local:	616-392-7441
Fax:	616-392-8634
Federal ID:	38-359-0321

Richard Sinclair – 28 years of experience
Diane Sinclair – 34 years of experience
Type of Ownership: WBE (Woman's Business Enterprise)

Website: www.sinclair-rec.com
GameTime: www.gametime.com
Facebook: www.facebook.com search: Sinclair Recreation LLC to see references.

Diane and Richard Sinclair started Sinclair Recreation on April 1st of 2003 after working for the local GameTime Representative for a combined 62 years. Sinclair Recreation is a full-service representative agency, specializing in the design, sale, installation, and customer service of GameTime playground equipment.

Sinclair Recreation's special area of expertise is in large accessible designed structures and Community Build Installations. We have completed an estimated 550 supervisions.

GameTime is a leader in product and technology innovation and has been committed to enriching childhood through play since 1929. With 400,000 square foot facility on 81 acres, GameTime is well equipped to handle orders of any size. GameTime does all the metal fabrication, rotationally molded plastic and powder coating in-house for great quality control. GameTime is compliant with:

- American Society for Testing and Materials (ASTM)
- Consumer Product Safety Commission (CPSC)
- ISO 14001 Certified, known as green certification (LEED), ISO 9001:2008
- IPEMA Equipment Certification & Surfacing Certification
- ADA & TUV

GameTime has earned $51 Million Dollars in product liability insurance – the most in the industry. See attached certificate.

Our Project Team

1. Diane Sinclair, President, diane@sinclair-rec.com, (616) 836-2447

Diane has 30 years of experience designing and selling GameTime playground equipment. She will be the point person for bid follow up questions regarding design, pricing, and bid documentation. She has been NPSI certified for the past 26 years, has been trained in Universally Accessible Playground Design by GameTime and PlayCore. Diane is authorized to represent Sinclair Recreation during negations and can sign contracts. Fun fact: Her favorite piece of equipment is the Space Module!

2. Richard Sinclair, Vice President, rich@sinclair-rec.com, (616) 836-2446

Rich has 34 years of experience in the playground industry. Rich is the construction manager for Sinclair Recreation and our sales representative for Central Michigan and is responsible for site visits in his territory. Rich is authorized to represent Sinclair Recreation during negotiations and can sign contracts. Fun fact: he was born in Arizona and has moved over 27 times in his life!

3. Teresa Huxhold, Accounting Manager, teresa@sinclair-rec.com

Teresa has been in the playground industry since 1991. She will oversee your invoices, insurance requests, and partial billing. Fun fact: when she retires, she is going to do the great loop!

4. Stephanie Edewaard, Bookkeeper, stephanie@sinclair-rec.com

She brings 5 years of customer service experience to the team. Stephanie will oversee your invoices and partial billing. Fun fact: she loves to play volleyball – she has been playing on teams for 15 years!

5. Morgan Roman, Customer Service and Order Entry, morgan@sinclair-rec.com

Morgan joined our team in 2021 after graduating from Hope College. She is responsible for entering our orders as they come in, answering the phones, and customer service. Fun fact: when she was in 2nd grade she chipped her front tooth on a playground.

6. Madison Sinclair, Marketing, madison@sinclair-rec.com

Madison joins us as a new graduate from Hope College. She is responsible for helping with lead generation, marketing and assisting with our special projects. Fun fact: her family was on an episode of house hunters when she was 12 years old!

7. Alison Wiegerink, CAD Design and Order Manager, alison@sinclair-rec.com

Alison has been with Sinclair Recreation for 7 years. She is responsible for designing many of our large project designs and overseeing order entry. Fun fact: she loves to play board games!

8. Scott Bareman, Rendering Associate, scott@sinclair-rec.com

Scott provides renderings for bids and direct sales. Scott has been with Sinclair Recreation for 5 years and generates the 3-D renderings included in our bid. He will provide all the 3-D renderings of your custom playground in different color combinations, showing you all sides of the plans before purchase. Fun fact: he LOVES Chocolate Vanilla Crème Pop Tarts; he always checks the store shelves to see if they have brought them back!

9. Dennis Wuerfel, Project Manager, dennis@sinclair-rec.com, cell: (989) 233-3210

Dennis has been installing GameTime playgrounds for over 20 years! After working as an installer, he now provides project management for Sinclair Recreation. Dennis is responsible for scheduling installation of equipment, safety surfacing, and deliveries in Eastern Michigan. Fun fact: he taught all of his son how to operate a Bobcat skid steer by the time they were 5 years old!

10. Noah Macomber, CAD Design and Project Manager, noah@sinclair-rec.com, cell: (616) 610-5471

He has been with Sinclair Recreation for 4 years. Previously an installer on our crew, Noah designs play areas and now provides project management for Indiana. Noah is responsible for scheduling installation of equipment, safety surfacing, and deliveries. Fun fact: he was the national runner-up on the 3m board for springboard diving!

11. Jackson Sinclair, Project Manager, jackson@sinclair-rec.com, cell: (616) 610-4607

After working on our installation crew for seven years, he joins us in the office. Jackson is responsible for designing and quoting playgrounds in AutoCAD for the sales team, scheduling the installations, safety surfacing and deliveries for Western, Eastern, and Central Michigan. Fun fact: since he has been installing playgrounds for so long, in only a few years, he will start managing the removal of playgrounds he literally installed.

12. Jeremy Bosman, Sales Representative for Western MI, jeremy@sinclair-rec.com, cell: (616) 886-1726

Jeremy has been with Sinclair Recreation for over 5 years. Based out of our Holland office, Jeremy is responsible for sales, services, site visits, and projects in Western Michigan. Fun fact: he has lived in Holland, MI his whole life!

13. Matt Campanella, Sales Representative for Eastern MI, matt@sinclair-rec.com, cell: 248-343-0361

Matt has been with Sinclair Recreation since 2005. Based out of Fenton, Matt is responsible for sales, services, site visits, and projects in Eastern Michigan. Fun fact: he has never had a million-dollar idea!

14. Thomas Sinclair, Sales Representative for Northern MI, thomas@sinclair-rec.com, cell: 616-610-5995

Thomas began his career at Sinclair working as an installer, and now he is the Northern Michigan sales rep. Based out of our Holland office, Thomas is responsible for sales, services, site visits, and projects in Northern Michigan. Fun fact: he has had 10 sets of stiches above his neck!

15. Marsha Derbyshire, Sales Representative for Northern IN, marsha@sinclair-rec.com, cell: 574-301-9542

Marsha has recently joined Sinclair Recreation. She brings 25 years of experience in architecture and engineering with a focus on Parks and Recreation design and construction. Based out of the greater Fort Wayne area, Marsha is responsible for sales, site visits, services, and projects in Northern Indiana. Fun fact: she broke both of her wrists falling off the top of a swing set when she was 8.

16. Jeff Branham, Sales Representative for Central / Southern IN, jeff@sinclair-rec.com, cell: 317-297-6554

Jeff began his career with Sinclair Recreation in 2013 and came to the playground industry from a previous background in landscape design. He is a certified playground inspector and proudly represents the GameTime brand in Central/Southern Indiana. Based in Bargersville, he covers Anderson to Evansville, Terre Haute to Richmond and the Indianapolis metropolitan area. Jeff's responsibilities include sales, project management and building customer relationships. Fun fact: he is a HUGE country music fan, he has seen George Strait in concert 30 times!

17. Brad Laninga, Sales Representative for Central / Eastern MI, brad@sinclair-rec.com, cell: 517-930-7865

Brad spent the last several years recruiting students to higher education at Trinity Christian College. He is now spending his days helping communities build community through play. Brad is responsible for sales, site visits, services, and projects in Central / Eastern Michigan. Fun fact: in his spare time, he currently serves as the chair of the Laketown Parks & Recreation Commission!

18. Play Builders, Sinclair Recreation's installation crew, pb@sinclair-rec.com, cell: 616-218-1053

Our dedicated installation team is ready to tackle your project and ensure it is completed on schedule. With our in-house crew, we have the flexibility to adjust their schedule as needed to meet your deadlines.

SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

City of Westland (2023)

Owner: City of Westland – Mission to Mars
Location: 1901 N. Carlson, Westland, MI 48185
Approximate Cost: $2.5 Million
Contact: Kyle Mulligan
Email: Kmulligan@cityofwestland.com









GameTime
A PLAYCORE Company

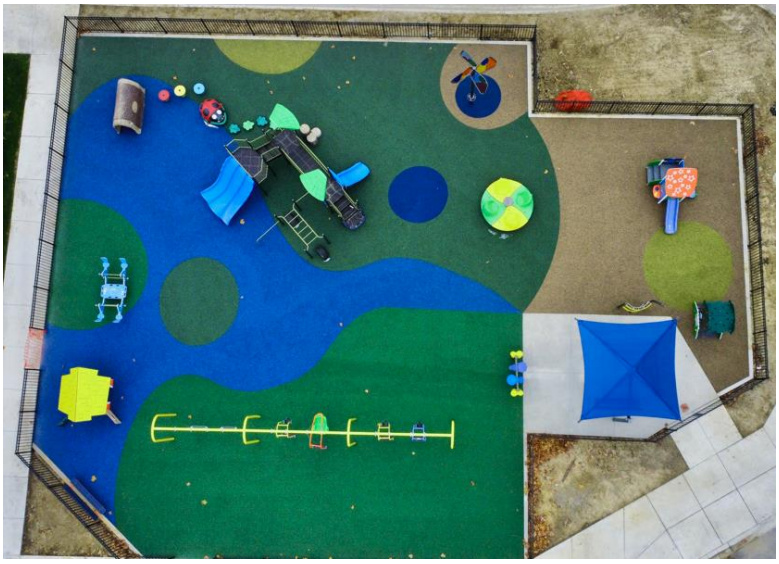
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL MEMBER

SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

Brownell STEM Academy (2024)

Owner: Flint Community Schools
Location: 6302 Oxley Dr, Flint, MI 48504
Approximate Cost: $200,000









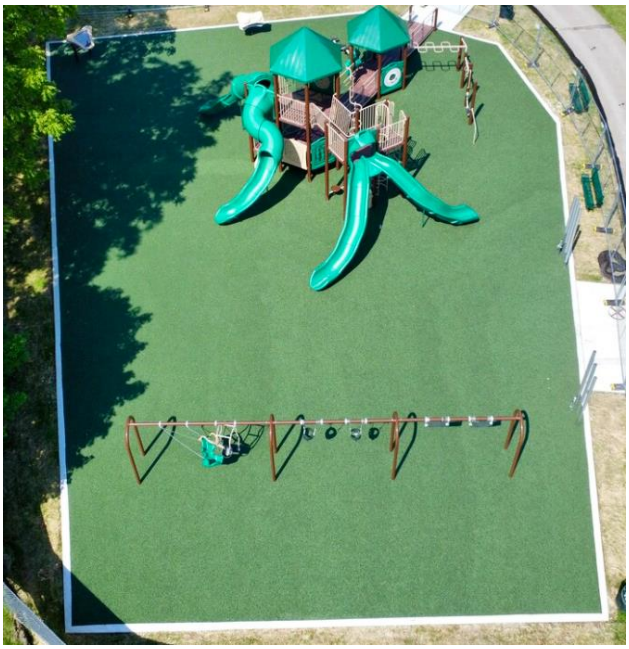
SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

Physicians Park (2024)

Owner: City of Grand Blanc – Physicians Park
Location: 218 Reid Rd, Grand Blanc, MI 48439
Approximate Cost: $350,000
Contact: Matt Kimmer
Email: kimmer@twp.grand-blanc.mi.us









SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

Creasey Bicentennial Park (2024)

Owner: City of Grand Blanc – Creasey Bicentennial Park
Location: 1505 E. Grand Blanc Rd, Grand Blanc, MI 48439
Approximate Cost: $350,000









SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

North Elementary (2021)

Owner: Birch Run Area Schools
Location: 12450 Church St, Birch Run, MI 48415
Approximate Cost: $350,000
Contact: Diane Martindale
Email: dmartindale@birchrunschools.org





SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

Oxford Township (2021)

Owner: Oxford Township Parks and Recreation
Location: 2795 Seymour Lake Road
Oxford, MI 48371
Approximate Cost: $225,000
Contact: Phil Castonia, CPRP











SINCLAIR RECREATION
176 E. LAKEWOOD BLVD - HOLLAND, MI 49424 - (800)444-4954

Riverfront Adado Park (2023)

Owner: City of Lansing
Location: 201 E Shiawassee St, Lansing, MI 48933
Approximate Cost: $800,000
Contact: Brett Kaschinske
Email: Brett.kaschinske.lansingmi.gov











REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: __Sinclair Recreation – see attached information_____
2. Established: Year_____ Number of Employees_____
3. Type of organization: Individual___ Partnership ___ Corporation ___ Other ___
4. Former name(s) if any, and year(s) in business

_____

_____

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

5.1 Company Name: Statement of Qualifications Sent Separately.
Address:_____
Phone:_____
Contact:_____
Type of Work:_____
Budget:_____

5.2 Company Name:_____
Address:_____
Phone:_____
Contact:_____
Type of Work:_____
Budget:_____

5.3 Company Name:_____
Address:_____
Phone:_____
Contact:_____
Type of Work:_____
Budget:_____

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

Signed Diane Sinclair Name Diane Sinclair

Title President Date 10-29-25

Responsible Contractor Ordinance

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

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

CRITERIA 1:	
COMPANY NAME:	Sinclair Recreation
ADDRESS:	176 E. Lakewood Blvd.
CITY, STATE, ZIP:	Holland, MI 49424
TELEPHONE:	800-444-4954 office
OFFICERS:	
President: Diane Sinclair	Email Address: diane@sinclair-rec.com
Vice President: Richard Sinclair	Email Address: rich@sinclair-rec.com
Secretary:	Email Address:
Treasurer:	Email Address:
CRITERIA 2:	
How many years has your organization been in business under your present firm name?	
PARENT COMPANY NAME:	Sinclair Recreation
STREET ADDRESS:	176 E. Lakewood Blvd.
CITY, STATE, ZIP CODE:	Holland, MI 49424
UNDER CURRENT MANAGEMENT SINCE (DATE):	April 1, 2003

CRITERIA 3:

State and local licenses and license numbers held by your organization:
Sinclair Recreation is WBE and the majority of our team members are CPSI certified.

What are your formal training programs: a) apprentice/journeyman, b) other comparable formal training programs?
Sinclair Recreation's installation crew is GameTime certified and CPSI certified.

CRITERIA 4:

Confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions.
All subcontractors and employees working on the construction project will be properly trained and have the correct certifications.

CRITERIA 5:

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

CRITERIA 6 (ATTACHMENT REQUIRED)

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

CRITERIA 7 (ATTACHMENT REQUIRED)

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

CRITERIA 8:

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

☑ NONE

CRITERIA 9:

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

☑ NONE

CRITERIA 10:

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

☑ NONE

CRITERIA 11:

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

Name:	Sinclair Recreation
Type of Coverage:	Commercial Liability
Telephone:	616-284-3017 (Brown and Brown)

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

CRITERIA 12 (ATTACHMENT REQUIRED):

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

CRITERIA 13:

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

☐ Yes, we have a Fitness for Duty Program

☑ No, we do not have a Fitness for Duty Program

Additional Information:
Sinclair Recreation has a employee handbook and a zero tolerance policy for drugs and alcohol

CRITERIA 14:

A warranty statement regarding labor, equipment and materials.

Yes - GameTime warranty is attached. There is a one year warranty on labor.

CRITERIA 15:

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

CRITERIA 16:

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

Sinclair Recreation will comply with this ordinance.

CRITERIA 17:

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

Sinclair Recreation does not anticipate any change orders, but if the need arises, we will discuss this with the owner and proceed only when we have received written approval.

CRITERIA 18:

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

Sinclair Recreation will have a project manager for this project that will be assigned when we are awarded.

CRITERIA 19 (ATTACHMENT REQUIRED):

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

CRITERIA 20:

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

GameTime is ISO 9001 certified - see attached certificates.

CRITERIA 21:

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

Sinclair Recreation will proceed with all construction work economically, efficiently and continuously without interuption.

CRITERIA 22 (ATTACHMENT REQUIRED):

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

CRITERIA 23:

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

This is not applicable to Sinclair Recreation

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

☐ Yes

☑ No

Additional Information:

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

CRITERIA 24 (ATTACHMENT REQUIRED)

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

CRITERIA 25:

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

☐ Yes ☑ No

CRITERIA 26 (ATTACHMENT REQUIRED):

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

CRITERIA 27:

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

Sinclair Recreation only employess playground installers that are trained and certified playground installers.

CRITERIA 28 (ATTACHMENT REQUIRED):

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

CRITERIA 29:

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

Sinclair Recreation will comply.

Sinclair Recreation

Print Firm Name/Principal

Diane Sinclair

Signature/Principal

Diane Sinclair, President

Date

Bid Evaluation Criteria.

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

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

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

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

Price (25%)

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

Submitted Bid:	$505,800.00
Labor Costs:	$135,650.00
Materials Costs:	$94,738.00
Equipment Costs:	$275,412.00
Possible Change Orders:	Sinclair Recreation does not anticipate any change orders unless we encounter below ground obstructions or irregular site conditions.

Corporate Accountability (25%)

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

Workplace Safety (25%)

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

Workforce Development (15%)

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

Social Equity (10%)

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

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Sinclair Recreation, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: January 13, 2004
Expiration Date: February 17, 2026
WBENC National Certification Number: 239623

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes Women's Business COUNCIL

NAICS: 237990, 238990, 339920, 423910
UNSPSC: 49221532, 49240000, 49241500, 49241501, 49241502, 49241503, 49241504, 49241505, 49241506, 49241507, 72153103

Center for Women & Enterprise · WBEC FLORIDA · GREATER WOMEN'S BUSINESS COUNCIL · Women's Business Council Southwest · WBEC METRO NY · WBEC GREATER DMV · WBEA · WBEC EAST · WBEC ORV · WBEC PACIFIC · WBDC · WBEC SOUTH · WBEC WEST

3/1/2024

Sinclair Recreation LLC
176 E Lakewood Blvd
Holland, MI 49424

Re: Merit Modification History
Workers Compensation
WCP2304517

This is to confirm the Merit Modification Rate history for the above is:

2023-2024 @ .95
2022-2023 @ .95
2021-2022 @ .95
2020-2021 @ .95
2019-2020 @ .95

Thank you for the opportunity to be of service and should you have any questions please contact our office.

Sincerely,
Brown & Brown of Michigan, Inc.

Courtney Granzow

Brown & Brown
BBrown.com

Brown & Brown of Michigan, Inc.
2851 Charlevoix Dr. SE Suite 220
Grand Rapids, MI. 49546
P: (616) 956-0040 | F: (616) 956-8057

February 27, 2024

RE: Sinclair Recreation, LLC.
176 E Lakewood Blvd
Holland, MI. 49424

To Whom It May Concern:

It is with great pleasure that I am providing this pre-qualification letter to you.

Sinclair Recreation, LLC. is a valued client of Brown & Brown. Employers Mutual Casualty Company has been their bond company since March 2016. Their current bonding program has a $2.500,000 single job / $6,000,000 aggregate work program. Single jobs exceeding $2,500,000 require specific approval from the bonding company.

Employers Mutual Company is financially stable and secure with an AM Best rating = A (Excellent). They are approved by the Department of Treasury (T List) with a $143,374,000 limit.

If Sinclair Recreation, LLC. were to be awarded this project, Employers Mutual Casualty Company will provide the necessary performance and payment bonds. We feel very confident in the abilities of Sinclair Recreation, LLC. and recommend them for any project they wish to undertake.

Very truly yours,

Laura J. Northouse

Laura J. Northouse. Attorney-In-Fact

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Sinclair Recreation, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

176 E. Lakewood Blvd

6 City, state, and ZIP code

Holland, MI 49424

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	8	–	3	5	9	0	3	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Diane Sinclair **Date** 01/01/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/20/2025

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

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

PRODUCER	CONTACT NAME: Courtney Granzow
Brown & Brown Insurance Services, Inc. 2851 Charlevoix Dr SE Suite 220 Grand Rapids MI 49546	PHONE (A/C, No, Ext): (616) 949-0490 FAX (A/C, No): E-MAIL ADDRESS: courtney.granzow@bbrown.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424	INSURER A : State Auto Property and Casualty Insurance Company	25127
	INSURER B : State Automobile Mutual Insurance Company	25135
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PBP2911240	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Practices	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10169358CA	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PBP2911240	04/01/2025	04/01/2026	~~COMBINED SINGLE LIMIT~~ EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP2304517	04/01/2025	04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

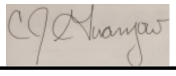
CERTIFICATE HOLDER

FOR INSURED PURPOSES

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

MATERIAL SAFETY DATA SHEET

F75V405
05 00

Section 1 -- PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER	DATE OF PREPARATION	HMIS CODES	
		Health	2*
F75V405	02-OCT-07	Flammability	3
		Reactivity	0

PRODUCT NAME
KEM® 400 Enamel, Clear

MANUFACTURER'S NAME
THE SHERWIN-WILLIAMS COMPANY
101 Prospect Avenue N.W.
Cleveland, OH 44115

TELEPHONE NUMBERS and WEBSITES
Regulatory Information
(216) 566-2902
Medical Emergency
(216) 566-2917
Transportation Emergency
(800) 424-9300
for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)

Section 2 -- COMPOSITION/INFORMATION ON INGREDIENTS

% by WT	CAS No.	INGREDIENT			UNITS	VAPOR PRESSURE
7	64742-89-8	V. M. & P. Naphtha				
		ACGIH	TLV	300	ppm	12 mm
		OSHA	PEL	300	ppm	
		OSHA	PEL	400	ppm STEL	
7	100-41-4	Ethylbenzene				
		ACGIH	TLV	100	ppm	7.1 mm
		ACGIH	TLV	125	ppm STEL	
		OSHA	PEL	100	ppm	
		OSHA	PEL	125	ppm STEL	
40	1330-20-7	Xylene				
		ACGIH	TLV	100	ppm	5.9 mm
		ACGIH	TLV	150	ppm STEL	
		OSHA	PEL	100	ppm	
		OSHA	PEL	150	ppm STEL	
0.2	136-52-7	Cobalt 2-Ethylhexanoate				
		ACGIH	TLV	Not Available		
		OSHA	PEL	Not Available		

Section 3 -- HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE
INHALATION of vapor or spray mist.
EYE or SKIN contact with the product, vapor or spray mist.

Continued on page 2

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

May cause nervous system depression. Extreme overexposure may result in unconsciousness and possibly death.

Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects to the liver, urinary and reproductive systems.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Headache, dizziness, nausea, and loss of coordination are indications of excessive exposure to vapors or spray mists.

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

Section 4 -- FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water. Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

Section 5 -- FIRE FIGHTING MEASURES

FLASH POINT	LEL	UEL
55 F PMCC	0.9	7.0

FLAMMABILITY CLASSIFICATION

RED LABEL -- Flammable, Flash below 100 F (38 C)

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat.

Application to hot surfaces requires special precautions.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

Continued on page 3

Section 6 -- ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

Section 7 -- HANDLING AND STORAGE

STORAGE CATEGORY

DOL Storage Class IB

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Contents are FLAMMABLE. Keep away from heat, sparks, and open flame.

During use and until all vapors are gone: Keep area ventilated - Do not smoke - Extinguish all flames, pilot lights, and heaters - Turn off stoves, electric tools and appliances, and any other sources of ignition.

Consult NFPA Code. Use approved Bonding and Grounding procedures.

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

Section 8 -- EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

OTHER PRECAUTIONS

Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

Continued on page 4

Section 9 -- PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT	8.04 lb/gal	963 g/l
SPECIFIC GRAVITY	0.97	
BOILING POINT	240 - 325 F	115 - 162 C
MELTING POINT	Not Available	
VOLATILE VOLUME	64 %	
EVAPORATION RATE	Slower than ether	
VAPOR DENSITY	Heavier than air	
SOLUBILITY IN WATER	N.A.	

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

4.52 lb/gal	541 g/l	Less Water and Federally Exempt Solvents
4.51 lb/gal	541 g/l	Emitted VOC

Section 10 -- STABILITY AND REACTIVITY

STABILITY -- Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

Section 11 -- TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

Ethylbenzene is classified by IARC as possibly carcinogenic to humans (2B) based on inadequate evidence in humans and sufficient evidence in laboratory animals. Lifetime inhalation exposure of rats and mice to high ethylbenzene concentrations resulted in increases in certain types of cancer, including kidney tumors in rats and lung and liver tumors in mice. These effects were not observed in animals exposed to lower concentrations. There is no evidence that ethylbenzene causes cancer in humans.

Cobalt and cobalt compounds are classified by IARC as possibly carcinogenic to humans (group 2B) based on experimental animal data, however, there is inadequate evidence in humans for its carcinogenicity.

TOXICOLOGY DATA

Continued on page 5

CAS No.	Ingredient Name				
64742-89-8	V. M. & P. Naphtha				
		LC50	RAT	4HR	Not Available
		LD50	RAT		Not Available
100-41-4	Ethylbenzene				
		LC50	RAT	4HR	Not Available
		LD50	RAT		3500 mg/kg
1330-20-7	Xylene				
		LC50	RAT	4HR	5000 ppm
		LD50	RAT		4300 mg/kg
136-52-7	Cobalt 2-Ethylhexanoate				
		LC50	RAT	4HR	Not Available
		LD50	RAT		Not Available

Section 12 -- ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION
No data available.

Section 13 -- DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD
Waste from this product may be hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.
Waste must be tested for ignitability to determine the applicable EPA hazardous waste numbers.
Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

Section 14 -- TRANSPORT INFORMATION

US Ground (DOT)
1 Gallon and Less may be Classed as CONSUMER COMMODITY, ORM-D
Larger Containers are Regulated as:
UN1263, PAINT, 3, PG II, (ERG#128)

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities
Ethyl benzene 1000 lb RQ
Xylenes (isomers and mixture) 100 lb RQ

Bulk Containers may be Shipped as (check reportable quantities):
RQ, UN1263, PAINT, 3, PG II, (XYLENES (ISOMERS AND MIXTURE)), (ERG#128)

Canada (TDG)
UN1263, PAINT, CLASS 3, PG II, (ERG#128)

IMO
UN1263, PAINT, CLASS 3, PG II, (13 C c.c.), EmS F-E, S-E

Continued on page 6

Section 15 -- REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
100-41-4	Ethylbenzene	7	
1330-20-7	Xylene	40	
	Cobalt Compound	0.1	0.02

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

Section 16 -- OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

Material Safety Data Sheet

(API - Aerosol Product)

Product Description:
CUSTOM MATCH (STERLING)
ACETONE/TOLUENE/PM
4.5oz PREFILLED AEROSOLS
(85.5gmFILL+42.5gmPAINT)

Section 1: Manufacturer Identification

Manufactured By:
Custom-Pak Products Inc.
Germantown, WI 53022

Formula # 30N032N3A
Company Phone Number: (262) 251-6180
24 Hour Emergency: (800) 688-4005
Foreign Emergency: (01)(262) 236-8130 [USA]

Date Printed: 03/08/07
Last Revision: 03/05/07

MANUFACTURED FOR: (C2723)
STERLING COLORS LLC
GREENVILLE, WI 54942

Section 2: Composition/Information on Ingredients

#	COMPONENT	CAS#	% by WT.	SARA 313 LISTED	LISTED CARCINOGEN BY: NTP	IARC	OSHA
1	ACETONE	67-64-1	40-51	N	N	N	N
2	PROPANE	74-98-6	20-26	N	N	N	N
3	*TOLUENE	108-88-3	15-21	Y	N	N	N
4	N-BUTANE	106-97-8	10-16	N	N	N	N
5	PM ACETATE	108-65-6	1-3	N	N	N	N

*See Section 15 and Section 11

Section 3: Hazards Identification

Emergency Overview: DANGER! Extremely Flammable. Contents Under Pressure.

Appearance/Odor: Liquid Spray Mist / Solvent Odor

Potential Health Effects: See Section 11 for more information.

Likely Routes of Exposure: Eye contact, skin contact, ingestion, and inhalation
Eye: Contact may cause redness, irritation, tearing, and blurred vision
Skin: Contact may dry skin causing cracks and irritation
Ingestion: May be harmful if swallowed
Inhalation: Exposure to high concentrations of vapors may cause drowsiness, breathing difficulty, respiratory irritation, or headaches. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

Product Description:
CUSTOM MATCH (STERLING)
ACETONE/TOLUENE/PM
4.5oz PREFILLED AEROSOLS
(85.5gmFILL+42.5gmPAINT)

Material Safety Data Sheet

(AP1 - Aerosol Product)

Medical Conditions Aggravated by Exposure:
Asthma and other respiratory ailments.
Target Organs: Kidney Liver Lung Brain

Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage.

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Section 4: First Aid Measures

Eye Contact: Immediately flush eyes with water for at least 15 minutes. If irritation develops get medical attention.
Skin Contact: Remove contaminated clothing and wash before reuse. Wash skin with soap and water. Get medical attention if irritation develops.
Inhalation: Move to fresh air. Contact emergency medical support if breathing stops or is irregular.
Ingestion: Do NOT induce vomiting. Get medical attention immediately.

Section 5: Fire Fighting Measures

Suitable Extinguishing Media: CO2 (Carbon Dioxide), dry chemical, or water fog.
Unsuitable Extinguishing Media: Water spray may be unsuitable. However, if water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible explosion when exposed to extreme heat.
Products of Combustion: These products are carbon oxides (CO,CO2).
Protection of Firefighters: Full protective equipment including self-contained breathing apparatus should be used.

Section 6: Accidental Release Measures

Personal Precautions: Use personal protection recommended in Section 8.
Environmental Precautions: None known.

Product Description:
CUSTOM MATCH (STERLING)
ACETONE/TOLUENE/PM
4.5oz PREFILLED AEROSOLS
(85.5gmFILL+42.5gmPAINT)

Material Safety Data Sheet

(AP1 - Aerosol Product)

Methods of Containment: Absorb spilled liquid in suitable material.
Methods of Clean-up: Use spark-proof tools to sweep or scrape up and containerize.
Other Information: Ventilate the area.

Section 7: Handling and Storage

Handling:
Vapors may ignite explosively. Prevent buildup of vapors; use with adequate ventilation. Keep from sparks, heat, flame or other heat sources. Do not smoke. Turn off pilot lights, heaters, electric motors and other sources of ignition during use and until all vapors are gone. Do not puncture or incinerate (burn) container.

Storage:
Store in dry, well-ventilated area and in accordance with federal, state, and local regulations. Do not expose to heat or store at temperatures above 48 C (120 F). If storing in cold temperatures, allow product to warm to room temperature before use.

Section 8: Exposure Controls/Personal Protection

Exposure Guidelines

#	COMPONENT	ACGIH TLV-STEL	ACGIH TLV-TWA	OSHA PEL-TWA
1	ACETONE	750 ppm	500 ppm	1000 ppm
2	PROPANE	1800 ppm	2500 ppm	1000 ppm
3	*TOLUENE	N/E	50.0 ppm	200.0 ppm
4	N-BUTANE	N/E	800 ppm	800 ppm
5	PM ACETATE	N/E	800 ppm	N/E

*See Section 15 and Section 11

Engineering Controls: Not generally required if product is applied in small quantities. If product is applied in larger quantities, provide ventilation to keep air contamination below OSHA permissible exposure limits and ACGIH TLV exposure levels.

Eye/face Protection: Wear safety glasses with side shields. Have eye wash facilities immediately available.

Skin Protection: Chemical resistant gloves if contact is likely.

Material Safety Data Sheet

Product Description:
CUSTOM MATCH (STERLING)
ACETONE/TOLUENE/PM
4.5oz PREFILLED AEROSOLS
(85.5gmFILL+42.5gmPAINT)

(AP1 - Aerosol Product)

Respiratory Protection: Use NIOSH-approved air-purifying respirator with organic cartridge or canister if exposure cannot be controlled within applicable limits with ventilation.

General Hygiene Considerations: Wash thoroughly after handling.

Section 9: Physical and Chemical Properties

Color: see product description
Odor: Solvent Odor
Physical State: Aerosol - Pressurized Liquid
Freezing Point: Not Established (mixture)
Boiling Range: <-18 C to 177 C (<0 F to 350 F)
Flash Point: <-18 C (<0 F)
Evaporation Rate: Faster than ether
Upper Flammability Limit: Not Established (mixture)
Lower Flammability Limit: Not Established (mixture)
Vapor Pressure: Approximately 50 psig @ 10 C (70 F)
Specific Gravity: 0.687 @15 C (60 F)
Solubility (water): Negligible
Percent Volatile, wt. %: 99.99
VOC Percent (CA): 52.8
MIR Number (CA): 1.136
Coating Category (CA): EXACT MATCH FINISH: INDUSTRIAL

Section 10: Stability and Reactivity

Stability: Stable under normal conditions.

Conditions to Avoid: Keep away from heat, sparks, and flames.

Incompatible Materials: Strong oxidizing agents.

Hazardous Decomposition Products: by fire - Carbon Dioxide and Carbon Monoxide

Possibility of Hazardous Reactions: Will not occur.

Product Description:
CUSTOM MATCH (STERLING)
ACETONE/TOLUENE/PM
4.5oz PREFILLED AEROSOLS
(85.5gmFILL+42.5gmPAINT)

Material Safety Data Sheet

(AP1 - Aerosol Product)

Section 14: Transportation Information

US DOT (Ground)
Proper Shipping Name: CONSUMER COMMODITY
Hazard Class: ORM-D

US DOT (Air)
Proper Shipping Name: CONSUMER COMMODITY
Hazard Class: ORM-D-AIR

IATA/ICAO (International Air)
Proper Shipping Name: AEROSOLS, FLAMMABLE; Class: 2.1; UN1950; Packing Instruction: Y203; Authorization: LTD. QTY.; FLAMMABLE GAS label required on box.

IMDG/IMO (International Maritime - ocean)
Proper Shipping Name: AEROSOL PRODUCT, LTD QTY, IMDG Class 2, Page 2102, UN1950, Packing Group II.

No component of this product is listed as a Marine Pollutant (49 CFR 172,101,Appendix B).

Section 15: Regulatory Information

International Chemical Inventory

TSCA: United States	The components of this product are listed on the TSCA inventory.
DSL: Canada	The components of this product are listed on the DSL inventory.
AICS: Australia	The components of this product are listed on the AICS inventory.

Section 313 Toxic Chemicals
See section 2. Chemicals marked with a "Y" are subject to the SARA reporting requirements under 40 cfr 372.45(c)(5).

*California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)
This product contains chemicals known to the state of California to cause cancer and birth defects or other reproductive harm.

Section 16: Other Information

HMIS: Hazardous Material Identification System

Health - 2 Fire - 4 Reactivity - 1

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

This MSDS is based on information believed to be reliable and accurate. Because of changing reporting requirements and other variables it is impossible to guarantee the accuracy of the information contained in this document. It is the responsibility of the user to determine proper personal protection based on the actual condition of use and to comply with all Federal, State and Local laws and regulations.

Product Description:
CUSTOM MATCH (STERLING)
ACETONE/TOLUENE/PM
4.5oz PREFILLED AEROSOLS
(85.5gmFILL+42.5gmPAINT)

Material Safety Data Sheet

(AP1 - Aerosol Product)

Section 11: Toxicological Information

#	COMPONENT	LD50 Oral	LD50 Dermal
1	ACETONE	1000 mg/kg	2400 mg/kg
2	PROPANE	1000 mg/kg	1800 mg/kg
3	*TOLUENE	637 mg/kg	14100 mg/kg
4	N-BUTANE	N/E	N/E
5	PM ACETATE	8535 mg/kg	5000 mg/kg

*See Section 15

See Section 3 for other acute effect information.

Chronic Effects: Prolonged over-exposure to solvent ingredients in Section 2 may cause adverse effects to the liver, urinary, cardiovascular and reproductive systems. Reports have associated the repeated and prolonged occupational OVER-EXPOSURE to solvents with brain and nervous system damage. The deliberate misuse by concentrating and inhaling the vapors may be harmful or fatal.
Carcinogenicity: See Section 2 for additional information.

Section 12: Ecological Information

No data available.

Section 13: Disposal Considerations

Do not puncture, incinerate or place container in trash compactor. Dispose of product in accordance with Federal, State, and Local regulations. Empty containers are 95% steel; recycle where allowed.

MATERIAL SAFETY DATA SHEET
STEEL PRODUCTS

CODE NO.:	na
ORIGINAL ISSUE DATE: 4/11/07	REVISED:

I. IDENTIFICATION

PRODUCT NAME: Galvanized Carbon Steel; Pipe, Tube & Open profile shapes.

COMMON NAME (S): EMT, COLORED EMT, IMC, RIGID, FENCE, MECHANICAL, ANGLE, CHANNEL

INFORMATION AND EMERGENCY TELEPHONE NUMBERS
(708) 339-1610

MANUFACTURER:
Allied Tube & Conduit Corp
16100 South Lathrop Avenue
Harvey, IL 60426

II. INGREDIENTS AND RECOMMENDED OCCUPATIONAL EXPOSURE LIMITS

Note: Steel Products under normal conditions do not present an inhalation, ingestion, or contact health hazard (See Section VI).

BASE METAL, ALLOYING ELEMENTS AND METALLIC COATINGS	% WEIGHT	EXPOSURE LIMITS* During operations (such as welding, burning, or cutting) where dust or fumes are generated.	
		OSHA PEL	ACGIH TLV (1992-1993)
Base Metal: Iron CAS 7439-89-6	95.7 – 98.3	10 mg/M^3 for total particulate as iron oxide – total dust 5 mg/M^3 for total particulate-respirable fraction	5 mg/M^3 for iron oxide fumes
Alloying Elements: Carbon CAS 7440-44-0	0.25 max	10 mg/M^3 for total dust (pnor) [d] 5mg/M^3 for respirable fraction (pnor) [d]	10 mg/M^3 for total dust (pnos) [e] 3 mg/M^3 for respirable fraction (pnos) [e]
*Manganese CAS 7439-96-5	0.95 max	(c) 5 mg/M^3 – compounds (b) 3 mg/M^3 – fume 1 mg/M^3 - fume	5 mg/M^3 – dust & compounds 1 mg/M^3 – fume (b) 3 mg/M^3 - fume
*Phosphorus CAS 8049-19-2	0.035 max	10 mg/M^3 for total dust (pnor) [d] 5mg/M^3 for respirable fraction (pnor) [d]	10 mg/M^3 for total dust (pnos) [e] 3 mg/M^3 for respirable fraction (pnos) [e]
Sulfur CAS 7704-21-3	0.035 max	5 mg/M^3 as sulfur dioxide (b) 10 mg/M^3 – as sulfur dioxide	5.2 mg/M^3 as sulfur dioxide (b) 13 mg/M^3 – as sulfur dioxide
Metallic Coating: *Zinc CAS NO 7440-66-6 Zinc Dust or Fume	0.50 – 3.00	5 mg/M^3 as zinc oxide fume (b) 10 mg/m^3 – zinc oxide fume 10 mg/M^3 - zinc oxide dust 5 mg/M^3 - zinc oxide respirable fraction	10 mg/M^3 - zinc oxide total dust 5 mg/M^3 - zinc oxide fume (b) 10 mg/M^3 – zinc oxide fume
*Aluminum CAS NO 7429-90-5 Aluminum Dust or Fume	<0.10	15 mg/M^3 – metal dust 5 mg/M^3 – respirable fraction	10 mg/M^3 – dust 5 mg/M^3 – welding fumes
*Chromium CAS 7440-47-3	<0.0005	1 mg/M^3 as metal	0.5 mg/M^3 as metal or Cr III compounds
Polymeric OD Coatings	<0.50	n/a	n/a
Polymeric ID Coatings	0.10 max	n/a	n/a

(b) Denotes short term exposure limit (STEL).
(c) Denotes "ceiling limit" which is not to be exceeded at any time.
* Subject to Section EPCRA 313 reporting.
(d) Particulates not otherwise regulated- nuisance or inert dusts not listed as a specific name
(e) Particulates not otherwise specified- nuisance or inert dusts not containing silica or asbestos

III. PHYSICAL DATA

Melting Point
Base Material: 2750° F Metallic Coating: 800°-900° F

Appearance & Odor: Bright Metallic No Odor

IV. FIRE AND EXPLOSION DATA

Steel Products in the Solid State present no fire or explosion hazard.

V. REACTIVITY DATA

Stable under normal conditions of use, storage, and transport. Will react with strong acid to liberate hydrogen. At temperatures above

MATERIAL SAFETY DATA SHEET
STEEL PRODUCTS

the melting point of the coating, galvanized pipe may liberate zinc fumes, carbon monoxide, and oxides of nitrogen.

VI. HEALTH HAZARD DATA

Note: Steel products under normal conditions do not present an inhalation, ingestion, or contact health hazard. However, operations such as burning, welding, sawing, brazing, grinding, and possibly machining, etc, which result in elevating the temperature of the product to or above its melting point or result in the generation of airborne particulates, may present health hazards.

EFFECTS OF OVEREXPOSURE:

Major Exposure Hazard

INHALATION	SKIN CONTACT	EYE CONTACT	INGESTION
X			

Chronic inhalation of high concentrations of iron oxide fumes or dusts may lead to a benign pneumoconiosis (siderosis). Inhalation of high concentrations of ferric oxide may possibly enhance the risk of lung cancer development in workers exposed to pulmonary carcinogens.

The inhalation of high concentrations of freshly formed oxide fumes and dusts of Manganese, Copper, Lead and/or Zinc in the respirable particle size range can cause an influenza-like illness termed metal fume fever. Typical symptoms last 12 to 48 hours and are characterized by metallic taste in the mouth, dryness and irritation of the throat, followed by weakness, muscle pain, and chills. No long term effects of metal fume fever have been noted.

EMERGENCY AND FIRST AID PROCEDURES

For overexposure to airborne fumes and particulates, remove exposed person to fresh air. If breathing is difficult or has stopped, administer artificial respiration or oxygen as indicated. Seek medical attention promptly.

Treat metal fume fever by bed rest and administer a pain and fever reducing medication.

VII. SPILL OR LEAK PROCEDURES

Not applicable to steel in the solid state.

VIII. SPECIAL PROTECTION INFORMATION

RESPIRATORY: For welding or burning – NIOSH/MSHA approved dust and fume respirators should be used to avoid excessive inhalation of particulates. Appropriate respirator selection depends on the magnitude of exposure.

SKIN: Protective gloves should be worn as required for welding, burning, or handling operations.

EYE: Use safety glasses or goggles as required for welding, burning or handling operations.

VENTILATION: Local exhaust ventilation should be provided when sawing, grinding or machining to prevent excessive dust or fume exposure. During welding, burning or brazing please follow the ANSI Standard Z49.1 "Safety in Welding and Cutting".

OTHER PROTECTIVE EQUIPMENT: Depending upon the conditions of use and specific work situations, additional protective equipment and/or clothing may be required to control exposures.

IX. SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Operations with the potential for generating high concentrations of airborne particulates should be evaluated and controlled as necessary. Avoid breathing metal fumes and/or dusts.

OTHER COMMENTS:

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Individuals with chronic respiratory disorders (ie asthma, chronic bronchitis, emphysema, etc) may be adversely affected by any fume or airborne particulate matter exposure.

THIS INFORMATION IS TAKEN FROM SOURCES OR BASED UPON DATA BELIEVED TO BE RELIABLE: HOWEVER ALLIED TUBE & CONDUIT CORPORATION MAKES NO WARRANTY AS TO THE ABSOLUTE CORRECTNESS OR SUFFICIENCY OF ANY OF THE FOREGOING OR THAT ADDITIONAL OR OTHER MEASURES MAY NOT BE REQUIRED UNDER PARTICULAR CONDITIONS.

GT Impax Engineered Wood Fiber System Warranty

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing System installation to the original purchaser for a period of twenty five (25) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing Systems that have been approved for installation. For the purpose of this warranty, a system is comprised of a correctly prepared sub base, drainage system, geotextile, wear mats, and Engineered Wood Fiber.

Performance:

In the event the Materials and/or System do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials and/or System in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the System being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of twenty five (25) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants for a period of twenty five (25) years, to the original purchaser, that the GameTime geotextile fabric of the installation will be free from defects upon delivery, subject to the conditions and exclusions shown below.
3. GameTime warrants for a period of twenty five (25) years, to the original purchaser, that the GameTime Terra Flow drain system of the installation will be free from defects upon delivery, subject to the conditions and exclusions shown below
4. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing installation system is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

GT Impax Engineered Wood Fiber
Warranty (Continued)

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), use of System components and/or materials other than GameTime, abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative: Date:

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:
In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:
This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?
1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.

2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting therefrom. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime

P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order Number:

Name of Project:

Customer:

Location:

Date of Installation:

Representative: Date:

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com

A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally-molded products.
- Ten-Year limited warranty on GTFit posts & bars.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated GTShade® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Ten-Year limited warranty on pressure-treated pine and redwood products.
- Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- Five-Year limited warranty on glass fiber reinforced polymer Tuff Forms sculptures.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- Two-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. ***Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***

LIMITED WARRANTY ON POWERSCAPE®, PRIMETIME®, XSCAPE® AND IONiX®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, upright posts; and PrimeTime, IONiX and Xscape bolt-through connections; a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

GameTime provides a five-year limited warranty on GT Symphony Freenotes™ Harmony Park music components that render the products unusable for their intended use.

LIMITED WARRANTY ON EVERYBODY PLAYS COMPONENTS

GameTime provides a three-year limited warranty on Everybody Plays polyurea coated foam and rubber strip components that render the products unusable for their intended use.

LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON TUFF FORMS GFRP THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on Tuff Forms glass fiber reinforced polymers (GFRP) themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit stationary posts, welds, and bars and a five-year limited warranty on GTfit motion posts, welds, and bars against structural failure; a five-year limited warranty on stainless damper modules and aluminum cycle covers; a two-year limited warranty on bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests, clamps, and Challenge Course timing systems; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"–Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at

USA 1-800-235-2440

International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Project: _____

Purchaser: _____

GameTime Order Number: _____

_____
Authorized GameTime Signature

_____
Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

http://cpsia.playcore.com


SINCLAIR RECREATION, LLC
Active Registration
View
Update
More
Unique Entity ID:
FMHSNVBU27K2
CAGE/NCAGE:
7K5N7
Doing Business As:
(blank)
Physical Address:
176 E Lakewood Blvd
Holland, MI 49424-2020 USA
Expiration Date
Mar 04, 2026
Purpose of Registration:
All Awards
Open Cases

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Sinclair Recreation, LLC., as Principal, hereinafter called the Principal, and **Employers Mutual Casualty Company**, duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, is held and firmly bound unto City of Jackson, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid (5% of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Supply and installation of playground equipment

Bid Date: 10/30/2025

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of October, A.D. 2025.

Sinclair Recreation, LLC.

Stephanie Edenaard
(Witness)

(Principal) *(Seal)*

(Title)

Employers Mutual Casualty Company

(Surety) *(Seal)*

Sierra Atwell
Sierra Atwell *(Witness)*

Troy Summers
Troy Summers Attorney -in-Fact

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Troy Summers

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company. and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

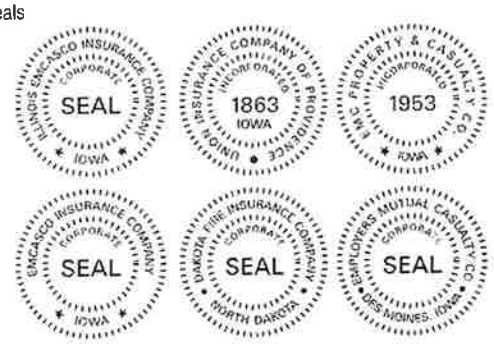
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company. and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals



KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations: that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of October , 2025 .

Ryan J. Springer Vice President

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Rolling Wave Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Rolling Wave Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Rolling Wave Palette

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Rolling Wave Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground

SINCLAIR RECREATION
www.sinclair-rec.com

The proposed design encourages youth physical fitness through the six essential elements of play (swinging, spinning, sliding, climbing, balancing, and brachiating). Playground site is eligible to become a National Demonstration Site for PlayOn - designed following research from Playcore's Scholar Network - at no additional charge.

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)	Total Elevated Play Components	8	
	Total Elevated Play Components Accessible By Ramp	0	Required 0
	Total Elevated Components Accessible By Transfer	6	Required 4
	Total Accessible Ground Level Components Shown	16	Required 3
	Total Different Types Of Ground Level Components	9	Required 3

GameTimer
A PLAYCORE brand
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission ASTM International F1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: Jackson - City of Jackson - MLK Rec Center - One

DATE: 10/24/2025

DRAWN BY: ALW

PROJECT TITLE:
City of Jackson
MLK Recreation Center - One
Jackson, MI

REPRESENTATIVE:
Sinclair Recreation

SHEET NO:
108629-01-01

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



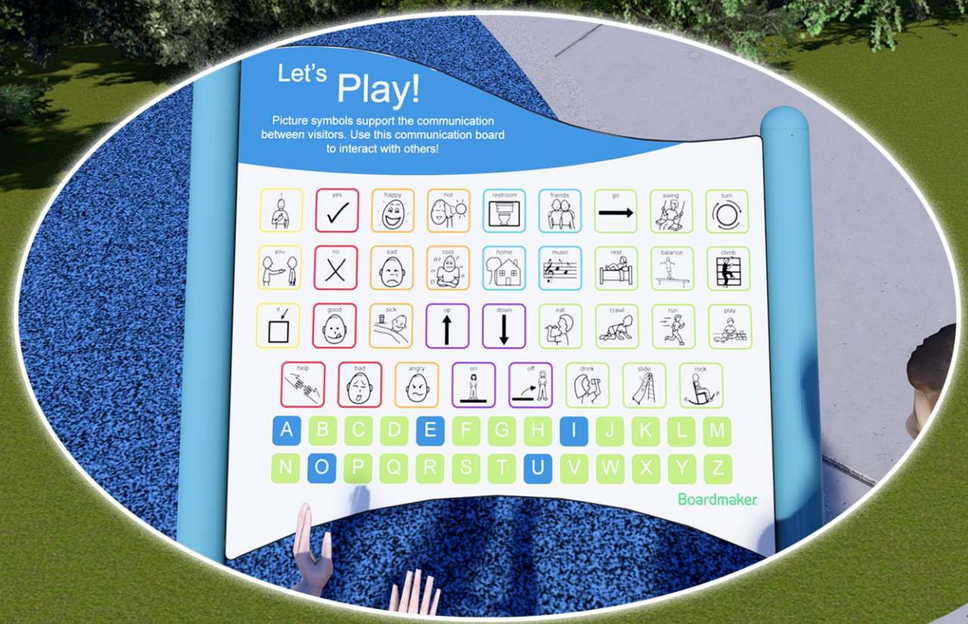
Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Two

SINCLAIR RECREATION
www.sinclair-rec.com

The proposed design encourages youth physical fitness through the six essential elements of play (swinging, spinning, sliding, climbing, balancing, and brachiating). Playground site is eligible to become a National Demonstration Site for PlayOn - designed following research from Playcore's Scholar Network - at no additional charge.

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)			
	Total Elevated Play Components	17	
	Total Elevated Play Components Accessible By Ramp	9	Required 0
	Total Elevated Components Accessible By Transfer	13	Required 9
	Total Accessible Ground Level Components Shown	15	Required 6
	Total Different Types Of Ground Level Components	9	Required 3

GameTimer
A PLAYCORE company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission ASTM Standard F1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: Jackson - City of Jackson - MLK Rec Center - Two

DATE: 10/24/2025

DRAWN BY: ALW

PROJECT TITLE:
City of Jackson
MLK Recreation Center - Two
Jackson, MI

REPRESENTATIVE:
Sinclair Recreation

SHEET NO:
108629-01-02

Proposal for



10-29-2025
Job # 108629-01

City of Jackson - MLK Playground

800-444-4954 | www.sinclair-rec.com

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 11, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www. ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO 9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



1. 100% recyclable plastics are manufactured using efficient processes
2. Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
3. 100% recycled plastic lumber
4. Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
5. 100% recyclable plastics
6. Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
7. 100% recycled plastic curbs

ISO 14001:2004 CERTIFIED

RECYCLED AND RECYCLABLE CONTENT

Environmentally responsible play systems that last for decades, not years.

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

Cardboard: 26.1 tons
Paper: 9.4 tons
Scrap plastics: 137.1 tons
Computer equipment: 5,135 lbs.
Plastic bottles: 26,568
Fluorescent bulbs: (4') 240
Ballasts: 25
Fork lift batteries: 15
PVC trimmings: 2.4 tons
Steel: 3,404,260 lbs.
Aluminum: 23,568 lbs.

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

INSURANCE

GameTime has $51 Million in product liability insurance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2019

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 Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Evanston Insurance Company — 35378 **INSURER B :** Travelers Property Casualty Company Of America — 25674 **INSURER C :** ACE Property And Casualty Ins Co — 20699 **INSURER D :** The Travelers Indemnity Company of America — 25666 **INSURER E :** National Union Fire Ins Co. of Pittsburgh PA — 19445 **INSURER F :** The Charter Oak Fire Insurance Co. — 25615

COVERAGES **CERTIFICATE NUMBER:** ATL-004720415-32 **REVISION NUMBER:** 12

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ 2,000,000 $ 100,000 $ EXCLUDED $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.: $1,000	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
F D B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019 08/01/2019 08/01/2019	08/01/2020 08/01/2020 08/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Umbrella			BE 015899319	08/01/2019	08/01/2020	Each Occurrence Aggregate	15,000,000 15,000,000

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

For Information Only

CERTIFICATE HOLDER

GameTime
A Division of PlayCore Wisconsin, Inc.
150 PlayCore Drive SE
Fort Payne, AL 35967

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

GameTime's per occurance insurance policy is one of the strongest in the industry. By definition, a Per Occurance policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and “C”-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

MATERIAL COLOR OPTIONS



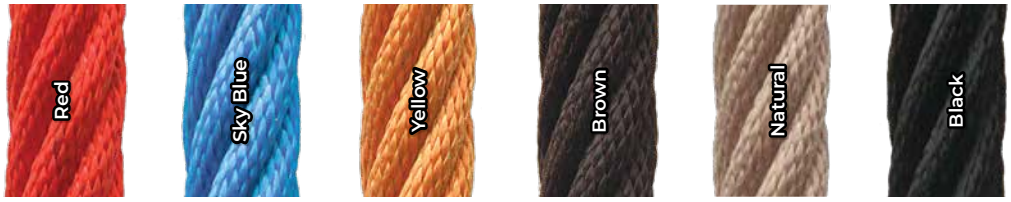
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MATERIAL COLOR OPTIONS

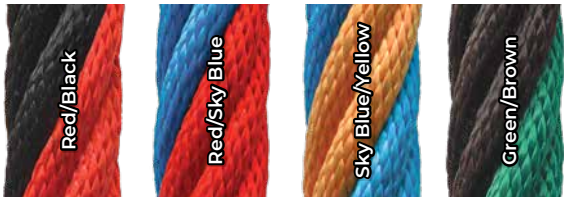
SHADE FABRIC

- Charcoal
- Silver
- Cream
- Beige
- Latte
- Cedar
- Brown
- Forest Green
- Bottle Green
- Lime
- Dove Blue
- Turquoise
- True Blue
- Navy Blue
- Purple
- Royal Purple
- Deep Ochre
- Sun Blaze
- Orange
- Yellow

VISTAROPE™ STANDARD

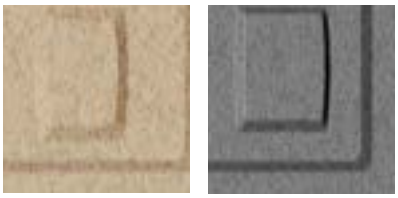


VISTAROPE™ CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

SPECIAL ROCK



Sandstone | Deep Granite

WALLCANO® HANDHOLDS



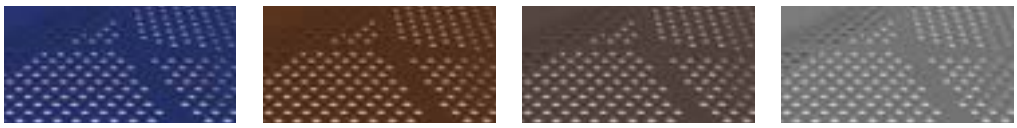
Red | Green | Blue | Beige

SITE RECYCLED PLASTIC LUMBER



Gray | Tudor | Sand

DECKS



Blue | Brown | NEW! Chocolate | Gray



DIRECT BOLT™

Direct Bolt connections are accurate, strong, and allow for quick assembly.

FASTER, EASIER INSTALLATION

What our play systems are shipped from our plant, they are ready to be bolted together on site. That means there is no need to measure, drill, or adjust the components in the field, reducing the time required to build the system. This ensures an accurate installation that is compliant with IPEMA and ASTM standards every time. We believe a play system's compliance should be determined by precision engineering at the factory, not a person on a job site with a tape measure.

Direct Bolt connections require up to 60% less hardware during installation and maintenance. Assembling a GameTime deck to four uprights only requires eight stainless steel bolts inserted into eight precision-drilled inserts. A typical clamp assembly requires thirty-two pieces of hardware that have to be measured, adjusted, and repeatedly aligned until the components are correctly assembled. That's four times the hardware and time required to assemble a single deck.

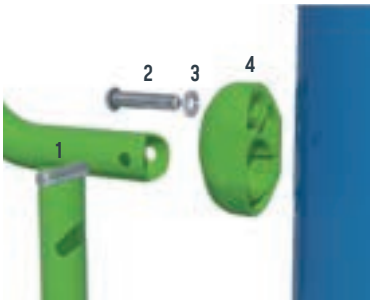
OTHER BENEFITS OF DIRECT BOLT™

Direct Bolt connections use the same structural connections used in bridges, office buildings, and any major construction project where strength, stability, and accuracy are paramount. Direct Bolt connections using threaded insets provide a stronger connection than clamps. When it comes to children's playground equipment, nothing is more important.

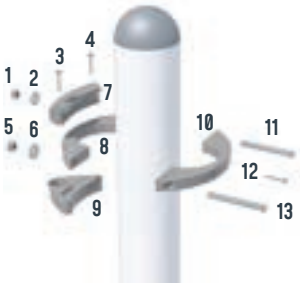
Direct Bolt connections are more aesthetically pleasing. Instead of dozens of unsightly clamps attached all over your playground, GameTime play systems maintain a sleek, clean design. Moreover, Direct Bolt connection eliminate climbing "footholds" that are endemic to clamp systems, preventing non-compliant and unsafe play behavior.



DIRECT BOLT CONNECTION



TRU-LOC® DIRECT BOLT CONNECTION



STANDARD CLAMP



INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.

INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that give installers the knowledge and skills to make your playground everything you expect it to be. With this training, we can have the confidence all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

This manufacturer specific training course is unique to GameTime, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you can trust us to be your playground company.



MAINTENANCE

Our comprehensive guide will help you maintain your playground.

IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur due to improper or neglected maintenance.

To help you create an inspection and maintenance program for your playground, GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system



PLAY ON!

National Demonstration Sites

PROMOTING YOUTH PHYSICAL ACTIVITY THROUGH ACTIVE PLAY

The purpose of Play On! is to promote physical activity and fun through the use of thoughtfully designed outdoor play environments and creative playground learning activities. The Play On! program provides educators and recreation professionals evidence-based best design practices to promote health and wellness — maximizing the value and potential of school and community playgrounds. PlayCore is proud to partner with physical activity experts, SHAPE America, to provide a valid solution for intentionally increasing physical activity on playgrounds through six key elements of play to promote fitness.

Play On! can be used to enhance recess, physical education, before/after school programs, special events, camps, and other programming efforts that focus on combating sedentary lifestyles and childhood obesity. The Play On! curriculum contains 125 activities for grades PreK-5 that align with national physical education standards. The program includes assessment tools, equipment lists, playground funding opportunities, send-home family resources, and design best practices. Play On! can become a vital component in efforts to strengthen, educate, and build healthier communities through play and recreation.

EVIDENCE-BASED DESIGN

Your project thoughtfully meets the following design best practices:

- Incorporates six key elements of play that promote your physical activity — balancing, brachiating, climbing, spinning, sliding, and swinging.
- Provides a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced playground activities.
- The overall design encourages movement and moderate to vigorous levels of activity.
- Playground programming utilizing your Complementary Play On! curriculum can further encourages active play! The program includes 125 playground activities for PreK-5th grade.

NATIONAL DEMONSTRATION SITE BENEFITS

High-quality play environments have a critical role in promoting community health. Research indicates that when evidence-based design principles are implemented within the built environment, positive outcomes occur.

Your National Demonstration Site ensures that your community maximizes the value of your investment.

RECOGNITION & ADVOCACY

- Complementary signage installed at your site to create awareness, recognize your leadership, and gather visitor feedback.
- Welcome Kit with National Demonstration Site project of excellence award.
- Marketing Tool Kit with digital tools and tips to help promote your site to the public and encourage data collection engagement with visitors.
- Recognition on the National Demonstration Site Map, an online resource to help others find high-quality play and recreation destinations in their community.

DATA COLLECTION & OUTCOMES SHARING

- Signage on site includes a QR Code directing visitors to share their experiences.
- Three site-specific reports provided by CORE Data Service Lab aggregate local and site-collected data to demonstrate the impact, engagement, and park user sentiments. Each report aligns with the 7 indicators of Community Vitality to provide a holistic view of the health and wellness outcomes you site contributes to the community.



EXPRESSION SWING®

See what you've been missing.

THE WORLD'S FAVORITE PLAYGROUND SWING

Expression Swing is GameTime's, patented face-to-face design that positions an adult and a child at eye level while playing together! The result is an intergenerational play experience that promotes the scientific principle of attunement -- the bonding that occurs when adults and children exchange facial expressions.

Leading play scientists, like Dr. Stuart Brown, MD, tell us that when a parent and child's eyes meet, something special happens. The portions of the brain that are responsible for balance and coordination, thought and language are stimulated. This moment of "play attunement" is critical in the development of the parent/child bond and is essential in the early development of a child's life.

Three-dimensional movement, like that experienced during swing play, stimulates the parts of the brain that enhance our emotions and cognitive development.

By combining three-dimensional movement with eye contact, we create a play experience that provides cognitive, emotional and physical benefifits for both adult and child.



EXPRESSION SWING TODDLER | EXPRESSION SWING | EXPRESSION SWING UNIVERSAL | EXPRESSION SWING TANDEM

EXPRESSION SWING OPTIONS

- **Expression Swing:** The original patented design that brought adults and children face-to-face and eye-to-eye on the playground. Designed for adults and for children ages 24 to 48 months.
- **Expression Swing Toddler:** The biggest idea in playground swings just got smaller. Expression Swing Toddler features a cradle seat for children ages 12-24 months with the same patented face-to-face, eye-to-eye design as the original.
- **Expression Swing Universal:** Create multigenerational play opportunities for adults and children of all abilities with an adaptive swing seat combined with our adult swing seat. The patented design provides the same face-to-face, eye-to-eye design that promotes attunement while at play.
- **Expression Swing Tandem:** A perfect way for two users (ages 5 and up) to experience the fun and excitement of Expression Swing!



POWERSCAPE

GameTime's premier 5" play system for ultra-tough durability.

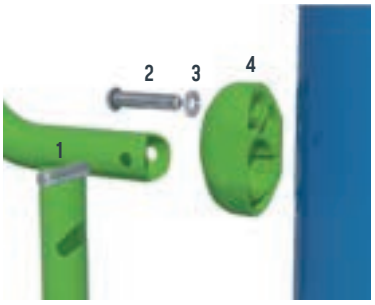
EVERYTHING YOU WANT FROM A PLAY SYSTEM

- 5" diameter uprights available in aluminum or galvanized steel
- An extensive offering of play components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- Tru-Loc® offers connections with up to 66% less hardware for easier construction and maintenance
- Largest decks in the industry and slip-resistant Tuff Clad® deck coatings for increased footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Exclusive Direct Bolt™ technology
- IPEMA certified to ASTM standards

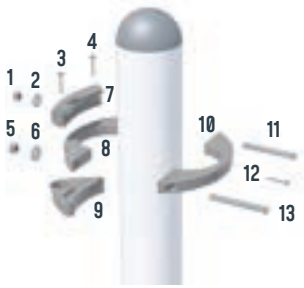
THE TRU-LOC ADVANTAGE

Our patented Tru-Loc® is far superior to the average "clamp around" system!

- Patented Direct Bolt connections are stronger and more durable than other methods
- Connection offers sleeker lines and cleaner designs
- Tru-Loc® Panel Connector is ASTM/EN/CSA compliant
- Smooth "kid-friendly" connection point, no rough edges
- Connections are concealed within the sleeve, no exposed hardware



TRU-LOC® DIRECT BOLT™ CONNECTION



STANDARD CLAMP



XSCAPE

Fitness-inspired play for active kids

FITNESS-INSPIRED PLAY

Xscape playground systems are designed to keep children moving! The climbers and balancing activities help enhance upper body strength, core stability, and balance. It's the most fun kids ever had at getting more fit.

There are no decks or platforms on an Xscape system. Instead, children move from climbing walls, to balance pods, to overhead climbers. This design reduces sedentary moments on the playground and encourages physical activity.

Xscape was designed to integrate seamlessly with PowerScape and PrimeTime play systems. This gives you more design flexibility and lets you create fun and exciting playgrounds that promote physical activity.



BENEFITS OF XSCAPE

- Xscape systems are easily integrated into existing school physical education programs and help children build good exercise habits in a fun way.
- Xscape's modular design makes it easy to create an age-appropriate play area for children ages 2 to 5 or 5 to 12 that enhances balance and strength. You can also configure Xscape like an obstacle course to create some fun and friendly competition on the playground.
- Combine Xscape with PowerScape and PrimeTime systems to create a unique design. Xscape's overhead climbers, links and freestanding events are the perfect complement to a traditional play structure.
- Complete the Xscape play experience with Xscape swing bays, playhouses and other freestanding play activities designed to complement your play environment.



ENGINEERED WOOD FIBER

An affordable natural surfacing choice that meets accessibility guidelines.

DESCRIPTION

Engineered Wood Fiber (EWF) from GT Impax is a popular choice for projects with initial budget constraints. Routine maintenance is required for continued compliance. Providing adequate drainage is an important preventative measure, because wet engineered wood fiber may freeze in sudden climate changes. GT Impax EWF is non-toxic, and does not contain paint, chemicals, or additives. It contains minimal bark, and is free of twigs, leaf debris, and other organic materials.

BASIC SPECIFICATIONS

Product is manufactured of size controlled softwoods and/or hardwoods which average 1”-2” in length and contain a maximum of 15% fines to aid in compaction. Engineered Wood Fiber can be installed over bare earth when Geotextile Fabric is used to enhance drainage.

This product meets all applicable ASTM standards. For more information, please refer to our complete product specification.

AT A GLANCE

GT IMPAX FIBER Engineered Wood Fiber Surfacing

Maintenance: High

Access: Mid

Warranty: 15/25 years

Color Options: N/A

BENEFITS

- Engineered wood fiber gives your playground an attractive, natural look
- Economical initial cost
- Loose fill materials aid in the protection of children who experience lateral falls

TIPS

- Use GT Impax wear mats to reduce displacement in “kick out” areas, raking is required to maintain compliant depths
- As with all loose fill surfaces containment systems like our playcurbs will reduce the spread of surfacing to non-play areas
- Install GT Impax drainage systems to prevent freezing or puddling



POURED IN PLACE RUBBER

A durable, accessible surface with creative color and design options.

DESCRIPTION

A popular unitary surface choice, GT Impax PIP provides a seamless, accessible play surface, with many color choices that can be laid in patterns, or mixed to create different shades and tones of color.

GT Impax PIP Rubber requires trained installation crews to produce a surface that is as attractive as it is durable.

The final product will be long-lasting, attenuating, and inclusive.

BASIC SPECIFICATIONS

Product is comprised of two layers consisting of an impact layer made of clean, recycled rubber and a wear layer, comprised of virgin EPDM or TPV granules. Binder is a basic single component aromatic or aliphatic polyurethane agent. Product is to be installed over asphalt, concrete, or compacted sub base aggregate. Temperature should be minimum of 40-45 degrees and a maximum of 95 degrees Fahrenheit during installation. Thicknesses will vary to meet specific playground equipment fall height. This product meets ASTM standards for playground surfaces. For more information , please refer to our complete product specification.

AT A GLANCE

GT IMPAX POURED™ Recycled Poured Rubber Surfacing

Maintenance: Mid Low

Access: High

Warranty: 5-7 years

Color Options: 12+

BENEFITS

- One of the most accessible options available
- Uniform, stable route of travel
- Lower maintenance
- Ideal for themed graphics to add play value and color

TIPS

- Mixing black granules with your color choices will help reduce costs
- Some binders may amber initially but eventually return to colorless
- Preventative top-coats are recommended every 12-18 months

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-01

MLK Recreation Center Playground - RFP - Option One - EWF

City of Jackson
Attn: Kelli Hoover
161 W. Michigan Ave.
Jackson, MI 49201
United States
Phone: 517-788-4040
Khoover@cityofjackson.org

Ship to Zip 49201

Quantity	Part #	Description	Unit Price	Amount
9050	EXCAVATION	Installation - Excavation with spoils to remain on site	$3.00	$27,150.00
7150	EWF	GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown in- Includes prevailing wages	$3.25	$23,237.50
1	SITE WORK	Sinclair Recreation -	$7,500.00	$7,500.00
340	CCURB	Installation - Furnish and install concrete curb - 8" wide	$90.00	$30,600.00
1670	CONCRETE	Installation - Furnish and install concrete pad/sidewalk	$20.00	$33,400.00
1	RESTORATION	Installation - Site restoration	$5,000.00	$5,000.00
1	3274	GameTime - Sensory Wave Seat	$2,753.00	$2,753.00
1	4680	GameTime - Jazz Combo	$8,914.00	$8,914.00
2	5179	GameTime - Welcome Sign (5-12)	$774.00	$1,548.00
1	5960SP	GameTime - VistaTree Top 3	$20,634.00	$20,634.00
1	6245	GameTime - RoxAll See Saw	$12,296.00	$12,296.00
1	6257SP	GameTime - GT Splash	$64,683.00	$64,683.00
1	6272	GameTime - Merry-Go-All	$8,999.00	$8,999.00
10	161292	GameTime - Wear Mat 36" x 36"	$336.00	$3,360.00
1	161296	GameTime - 2-Pc Spinner Mat	$1,309.00	$1,309.00
1	161297	GameTime - 2-PC Tire Swing Mat	$1,309.00	$1,309.00
2	S1112	GT-Site - 6'S1100 BNCH,w/BCK HZ SLT-THERM	$2,171.00	$4,342.00
2	S1157B	GT-Site - 32 GAL S1100 BRN RECEPT w/RB	$2,241.00	$4,482.00
1	RDU	GameTime - Powerscape unit for 5-12 year olds	$121,223.00	$121,223.00
		(1) 5131 -- Color Wheel Gadget		
		(1) 6232 -- Pod (1'-0")		
		(1) 13809 -- Get A Grip		
		(2) 32022 -- Hex Pod Step (1')		
		(1) 36074 -- Stratus Lo		
		(6) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80082 -- Slide Transfer		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(3) 81666 -- Fun Seat		
		(2) 90266 -- 8' Upright, Alum		

SINCLAIR RECREATION, LLC

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-01

MLK Recreation Center Playground - RFP - Option One - EWF

Quantity	Part #	Description	Unit Price	Amount
		(1) 90267 -- 9' Upright, Alum		
		(2) 90336 -- Climber Offset Archway W/ Barrier		
		(1) 90511 -- 7'/7'-6" Double Wave Zip Slide		
		(1) 90655 -- Pod Climber		
		(1) 90848 -- 2 dk span Net Wall Link		
		(2) 90854 -- Equilateral Shade Canopy		
		(1) 90866 -- Equilateral Shade 7'-6" and 8'		
		(1) 91140 -- High Point Entryway - Barrier		
		(1) 91144 -- High Point Entryway - Guardrail		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91240 -- Gadget Frame (Grd Level)		
		(1) 91243 -- Roller Slide		
		(4) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91507 -- Olympus Climber - 5'0 thru 6'0 offse		
		(1) 91534 -- Erratic Net Link		
		(1) 91621 -- Hi-Line Climbing Link 2' Rise		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(1) 91774 -- Trellis Climber 3'6" to 5'6"		
		(2) G90262 -- 4' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(2) G90269 -- 11' Upright, Galv		
		(1) G90270 -- 12' Upright, Galv		
		(2) G90271 -- 13' Upright, Galv		
		(5) G90272 -- 14' Upright, Galv		
		(1) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - Swings with Seats	$18,267.00	$18,267.00
		(2) 5287 -- Belt Seat for 8' Toprail		
		(1) 5295 -- Expression Swing 8' Toprail Height		
		(1) 5297 -- Expression Swing Tandem 8' Ht.		
		(1) 5333 -- 8' ADA Powerscape Swing Add-A-Bay		
		(1) 5337 -- 8' Solo Powerscape Swing Add-A-Bay		
		(1) 5373 -- ADA Powerscape & Saucer Swing Combo		
		(1) 5378 -- Zero-G (5-12) Beige 8' Height		
1	RDU	GameTime - Sensory Ring	$5,229.00	$5,229.00
		(1) 3240 -- Sensory Ring		

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-01

MLK Recreation Center Playground - RFP - Option One - EWF

Quantity	Part #	Description	Unit Price	Amount
		(1) 3966 -- Rotogen Piano 20" Sensor with Adapt Sw		
1	INSTALL	Installation - Installation of GameTime equipment	$103,500.00	$103,500.00
1	USE TAX	Sinclair Recreation -	$13,650.00	$13,650.00
1	BOND	Sinclair Recreation - Bond costs	$12,000.00	$12,000.00
1	14927	GameTime - NDS Play On Sign Package		
			Sub Total	$535,385.50
			Discount	($51,073.10)
			Material Surcharge	$8,480.80
			Freight	$13,006.80
			Total	**$505,800.00**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Shipment: Vistarope Net shall ship within 18-36 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Port Congestion and transit time affect overall lead time and are impossible to predict.
Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES** INCLUDE DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.
Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

SINCLAIR RECREATION, LLC

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-01

MLK Recreation Center Playground - RFP - Option One - EWF

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____
Please make P.O.s out to Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: $505,800.00

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-02

MLK Recreation Center Playground - RFP - Option Two - Hybrid

City of Jackson
Attn: Kelli Hoover
161 W. Michigan Ave.
Jackson, MI 49201
United States
Phone: 517-788-4040
Khoover@cityofjackson.org

Ship to Zip 49201

Quantity	Part #	Description	Unit Price	Amount
9050	EXCAVATION	Installation - Excavation with spoils to remain on site	$3.00	$27,150.00
4160	EWF	GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown in- Includes prevailing wages	$3.25	$13,520.00
1	SITE WORK	Sinclair Recreation -	$7,500.00	$7,500.00
340	CCURB	Installation - Furnish and install concrete curb - 8" wide	$90.00	$30,600.00
1670	CONCRETE	Installation - Furnish and install concrete pad/sidewalk	$20.00	$33,400.00
1	RESTORATION	Installation - Site restoration	$5,000.00	$5,000.00
1	INSTALL	Installation - Installation of GameTime equipment	$121,500.00	$121,500.00
1	USE TAX	Sinclair Recreation -	$13,650.00	$13,650.00
1	BOND	Sinclair Recreation - Bond costs	$12,000.00	$12,000.00
3280	PIP	GT-Impax - Poured in place surfacing, 50%standard color / 50% black, 4.25" thick for an 8' CFH- Includes additional square footage for turndown edge and crushed stone subbase.	$30.00	$98,400.00
1	SECURITY	Installation - Site security while PIP material cures	$5,000.00	$5,000.00
1	3274	GameTime - Sensory Wave Seat	$2,753.00	$2,753.00
1	4680	GameTime - Jazz Combo	$8,914.00	$8,914.00
2	5179	GameTime - Welcome Sign (5-12)	$774.00	$1,548.00
1	5960SP	GameTime - VistaTree Top 3	$20,634.00	$20,634.00
1	6245	GameTime - RoxAll See Saw	$12,296.00	$12,296.00
1	6257SP	GameTime - GT Splash	$64,683.00	$64,683.00
1	6258	GameTime - Sensory Cove Climber - Triangle	$3,472.00	$3,472.00
1	6264	GameTime - Inclusive Whirl - Playful	$16,933.00	$16,933.00
1	6375	GameTime - Communication Board	$2,710.00	$2,710.00
1	91736	GameTime - TreeTop Traverse (4'6"-6')	$5,509.00	$5,509.00
2	S1112	GT-Site - 6'S1100 BNCH,w/BCK HZ SLT-THERM	$2,171.00	$4,342.00
2	S1157B	GT-Site - 32 GAL S1100 BRN RECEPT w/RB	$2,241.00	$4,482.00
1	RDU	GameTime - Swings with Seats	$14,391.00	$14,391.00
		(2) 5287 -- Belt Seat for 8' Toprail		
		(1) 5295 -- Expression Swing 8' Toprail Height		
		(1) 5333 -- 8' ADA Powerscape Swing Add-A-Bay		
		(1) 5373 -- ADA Powerscape & Saucer Swing Combo		

SINCLAIR RECREATION, LLC

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-02

MLK Recreation Center Playground - RFP - Option Two - Hybrid

Quantity	Part #	Description	Unit Price	Amount
		(1) 5378 -- Zero-G (5-12) Beige 8' Height		
5	161292	GameTime - Wear Mat 36" x 36"	$336.00	$1,680.00
1	161296	GameTime - 2-Pc Spinner Mat	$1,309.00	$1,309.00
1	RDU	GameTime - Ramped Unit for 5-12 year olds	$152,125.92	$152,125.92
		(1) 3938 -- Color Wheel 12" 2S		
		(1) 3947 -- Pachinko 12" 1S		
		(1) 3959 -- 3-in-A-Row 20" Sensor		
		(1) 4956 -- Answer Wheel		
		(1) 4962 -- Echo Chamber		
		(1) 16465 -- Slide Transfer (Ada)		
		(3) 32022 -- Hex Pod Step (1')		
		(1) 32023 -- Hex Pod Step (2')		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(3) 80612 -- Deck Curb		
		(1) 80687 -- Handhold/Kick Plate Pkg		
		(1) 81483 -- 90 Deg Loop Ladder Link		
		(1) 90004 -- Two Piece Hex Deck		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90186 -- Ashiko & Djembe Panel		
		(1) 90211 -- Rung Encl Telescope & Barrier,Above Dk		
		(1) 90216 -- Rung Enclosure W/Barrier, Above Dk		
		(1) 90244 -- 4' & 4'-6" Chain Link Climber		
		(1) 90249 -- 2' Leaning Wall Climber		
		(2) 90264 -- 6' Upright, Alum		
		(2) 90266 -- 8' Upright, Alum		
		(4) 90268 -- 10' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(2) 90271 -- 13' Upright, Alum		
		(4) 90272 -- 14' Upright, Alum		
		(4) 90273 -- 15' Upright, Alum		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90466 -- Maze Panel, Above Dk		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-02

MLK Recreation Center Playground - RFP - Option Two - Hybrid

Quantity	Part #	Description	Unit Price	Amount
		(1) 90506 -- 6' Single Wave Zip Slide		
		(1) 90511 -- 7'/7'-6" Double Wave Zip Slide		
		(1) 90673 -- Ramp (Guardrail)		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90869 -- Splitter 7'		
		(3) 91137 -- Entryway - 3D		
		(1) 91139 -- Entryway - Barrier		
		(1) 91145 -- Low Point Entryway - Guardrail		
		(1) 91378 -- PS S Wave Up & On LNK (4'-4'6)		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91500 -- Olympus Climber - 5'0 thru 6'0 attac		
		(1) 91570 -- Answer Ball Panel		
		(1) 91583 -- Space Race Half Panel		
		(1) 91598 -- Overlook		
		(1) 91663 -- Umbra Square Roof		
		(2) 91664 -- Umbra Hex Roof		
		(16) 91687 -- Umbra Roof Cap		
		(10) 91700 -- Umbra Roof Extension 2'-0"		
		(1) 91714 -- Modern Transfer w/Guardrail 3' Rise		
		(2) G90262 -- 4' Upright, Galv		
		(4) G90271 -- 13' Upright, Galv		
		(2) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - Sensory Ring	$5,229.00	$5,229.00
		(1) 3240 -- Sensory Ring		
		(1) 3966 -- Rotogen Piano 20" Sensor with Adapt Sw		
			Sub Total	$690,730.92
			Discount	($55,793.39)
			Material Surcharge	$9,896.59
			Freight	$17,015.88
			Total	**$661,850.00**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-02

MLK Recreation Center Playground - RFP - Option Two - Hybrid

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Shipment: Vistarope Net shall ship within 18-36 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Port Congestion and transit time affect overall lead time and are impossible to predict.
Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES** INCLUDE DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.
Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/24/2025
Quote #
108629-01-02

MLK Recreation Center Playground - RFP - Option Two - Hybrid

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____
Please make P.O.s out to Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: $661,850.00

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/29/2025
Quote #
108629-01-03

MLK Recreation Center Playground - RFP - Option Three - PIP

City of Jackson
Attn: Kelli Hoover
161 W. Michigan Ave.
Jackson, MI 49201
United States
Phone: 517-788-4040
Khoover@cityofjackson.org

Ship to Zip 49201

Quantity	Part #	Description	Unit Price	Amount
9050	EXCAVATION	Installation - Excavation with spoils to remain on site	$3.00	$27,150.00
7150	PIP	GT-Impax - - Includes supply and installation of 4" crushed stone subbase. Includes prevailing wages	$30.00	$214,500.00
1	SITE WORK	Sinclair Recreation -	$7,500.00	$7,500.00
340	CCURB	Installation - Furnish and install concrete curb - 8" wide	$90.00	$30,600.00
1670	CONCRETE	Installation - Furnish and install concrete pad/sidewalk	$20.00	$33,400.00
1	RESTORATION	Installation - Site restoration	$5,000.00	$5,000.00
1	3274	GameTime - Sensory Wave Seat	$2,753.00	$2,753.00
1	4680	GameTime - Jazz Combo	$8,914.00	$8,914.00
2	5179	GameTime - Welcome Sign (5-12)	$774.00	$1,548.00
1	5960SP	GameTime - VistaTree Top 3	$20,634.00	$20,634.00
1	6245	GameTime - RoxAll See Saw	$12,296.00	$12,296.00
2	S1112	GT-Site - 6'S1100 BNCH,w/BCK HZ SLT-THERM	$2,171.00	$4,342.00
2	S1157B	GT-Site - 32 GAL S1100 BRN RECEPT w/RB	$2,241.00	$4,482.00
1	RDU	GameTime - Powerscape unit for 5-12 year olds	$121,223.00	$121,223.00
		(1) 5131 -- Color Wheel Gadget		
		(1) 6232 -- Pod (1'-0")		
		(1) 13809 -- Get A Grip		
		(2) 32022 -- Hex Pod Step (1')		
		(1) 36074 -- Stratus Lo		
		(6) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80082 -- Slide Transfer		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(3) 81666 -- Fun Seat		
		(2) 90266 -- 8' Upright, Alum		
		(1) 90267 -- 9' Upright, Alum		
		(2) 90336 -- Climber Offset Archway W/ Barrier		
		(1) 90511 -- 7'/7'-6" Double Wave Zip Slide		
		(1) 90655 -- Pod Climber		

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/29/2025
Quote #
108629-01-03

MLK Recreation Center Playground - RFP - Option Three - PIP

Quantity	Part #	Description	Unit Price	Amount
		(1) 90848 -- 2 dk span Net Wall Link		
		(2) 90854 -- Equilateral Shade Canopy		
		(1) 90866 -- Equilateral Shade 7'-6" and 8'		
		(1) 91140 -- High Point Entryway - Barrier		
		(1) 91144 -- High Point Entryway - Guardrail		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91240 -- Gadget Frame (Grd Level)		
		(1) 91243 -- Roller Slide		
		(4) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91507 -- Olympus Climber - 5'0 thru 6'0 offse		
		(1) 91534 -- Erratic Net Link		
		(1) 91621 -- Hi-Line Climbing Link 2' Rise		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(1) 91774 -- Trellis Climber 3'6" to 5'6"		
		(2) G90262 -- 4' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(2) G90269 -- 11' Upright, Galv		
		(1) G90270 -- 12' Upright, Galv		
		(2) G90271 -- 13' Upright, Galv		
		(5) G90272 -- 14' Upright, Galv		
		(1) G90273 -- 15' Upright, Galv		
1	RDU	GameTime - Swings with Seats	$18,267.00	$18,267.00
		(2) 5287 -- Belt Seat for 8' Toprail		
		(1) 5295 -- Expression Swing 8' Toprail Height		
		(1) 5297 -- Expression Swing Tandem 8' Ht.		
		(1) 5333 -- 8' ADA Powerscape Swing Add-A-Bay		
		(1) 5337 -- 8' Solo Powerscape Swing Add-A-Bay		
		(1) 5373 -- ADA Powerscape & Saucer Swing Combo		
		(1) 5378 -- Zero-G (5-12) Beige 8' Height		
1	RDU	GameTime - Sensory Ring	$5,229.00	$5,229.00
		(1) 3240 -- Sensory Ring		
		(1) 3966 -- Rotogen Piano 20" Sensor with Adapt Sw		
1	INSTALL	Installation - Installation of GameTime equipment	$95,650.00	$95,650.00
1	USE TAX	Sinclair Recreation -	$12,650.00	$12,650.00
1	BOND	Sinclair Recreation - Bond costs	$12,000.00	$12,000.00

SINCLAIR RECREATION, LLC

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/29/2025
Quote #
108629-01-03

MLK Recreation Center Playground - RFP - Option Three - PIP

Quantity	Part #	Description	Unit Price	Amount
1	14927	GameTime - NDS Play On Sign Package		
3	3329	GameTime - Sensory Dome Climber Insert	$228.00	$684.00
1	6257	GameTime - Sensory Dome - Large	$22,409.00	$22,409.00
1	6264	GameTime - Inclusive Whirl - Playful	$16,933.00	$16,933.00
1	SECURITY	Sinclair Recreation - Site security while PIP material cures	$5,000.00	$5,000.00
			Sub Total	$683,164.00
			Discount	($45,472.71)
			Material Surcharge	$7,373.49
			Freight	$13,235.22
			Total	**$658,300.00**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Shipment: Vistarope Net shall ship within 18-36 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Port Congestion and transit time affect overall lead time and are impossible to predict.
Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES** INCLUDE DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.
Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

SINCLAIR RECREATION, LLC

SINCLAIR RECREATION, LLC
176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

10/29/2025
Quote #
108629-01-03

MLK Recreation Center Playground - RFP - Option Three - PIP

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____
Please make P.O.s out to Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: $658,300.00

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

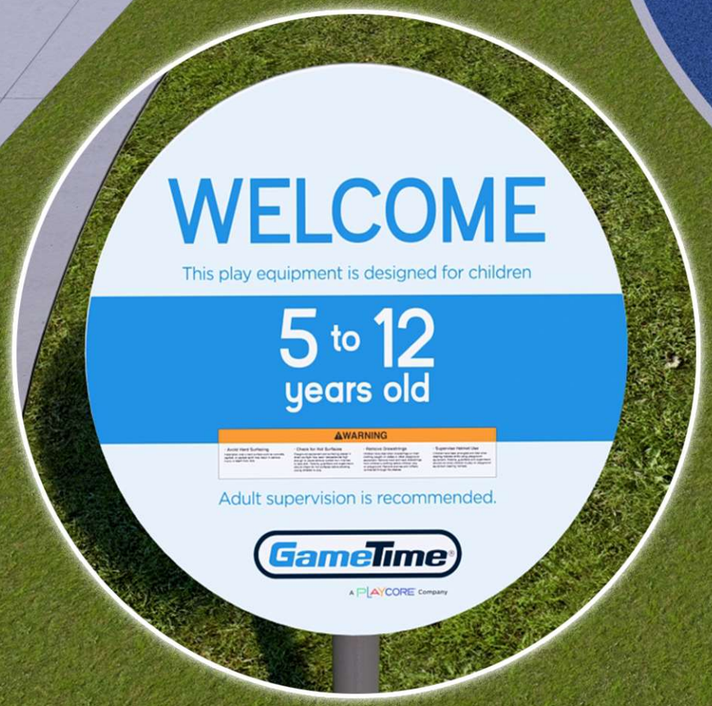
Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Custom Bluebell Palette

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

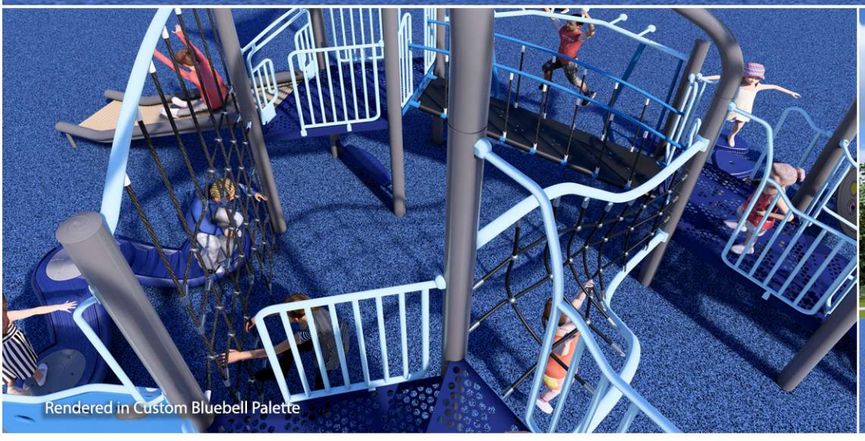
Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.







GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Rendered in Custom Bluebell Palette

GameTime
A PLAYCORE Company
www.gametime.com

Martin Luther King Recreation Center
Playground - Option Three

SINCLAIR RECREATION
www.sinclair-rec.com

The proposed design encourages youth physical fitness through the six essential elements of play (swinging, spinning, sliding, climbing, balancing, and brachiating). Playground site is eligible to become a National Demonstration Site for PlayOn - designed following research from Playcore's Scholar Network - at no additional charge.

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)	Total Elevated Play Components	8
	Total Elevated Play Components Accessible By Ramp	0
	Total Elevated Components Accessible By Transfer	6
	Total Accessible Ground Level Components Shown	16
	Total Different Types Of Ground Level Components	9
	Required	0
	Required	4
	Required	3
	Required	3

GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as determined by testing in accordance with Consumer Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: Jackson - City of Jackson - MLK Rec Center - Three

DATE: 10/29/2025

DRAWN BY: ALW

PROJECT TITLE:
City of Jackson
MLK Recreation Center - Three
Jackson, MI

REPRESENTATIVE:
Sinclair Recreation

SHEET NO:
108629-01-03

Bid Tabulation - MLK Rec Center Playground Equipment & Installation October 30, 2025 OPTION #1				Nature Playscapes LLC 6338 Lovers Land Portage, MI 49002		Penchura LLC 889 S Old US 23 Brighton, MI 48114		Play Environments Design 563 College Ave. Holland, MI 49423		Sinclair Recreation 176 E. Lakewood Blvd Holland, MI 49424	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	EARTHWORK - CY	1	LUMP SUM	$46,125.00	$46,125.00	$60,865.00	$60,865.00	$31,200.00	$31,200.00	$30,150.00	$30,150.00
2	CONCRETE WALKS - SF	1	LUMP SUM	$41,550.00	$41,550.00	$69,880.00	$69,880.00	$18,000.00	$18,000.00	$33,400.00	$33,400.00
3	CONCRETE FLUSH PERIMETER CURB - LF	1	LUMP SUM	$12,300.00	$12,300.00	$62,275.00	$62,275.00	$12,100.00	$12,100.00	$30,600.00	$30,600.00
4	21AA AGGREGATE - CY	1	LUMP SUM	$7,178.00	$7,178.00	$30,096.00	$30,096.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
5	PLAY EQUIPMENT - 5-12 AGE GROUP (ALL COMPONENTS) - LS	1	LUMP SUM	$496,535.00	$496,535.00	$290,150.00	$290,150.00	$575,000.00	$575,000.00	$378,412.00	$378,412.00
6	FIBAR PLAYGROUND SURFACING - SF	1	LUMP SUM	$20,405.00	$20,405.00	$20,459.00	$20,459.00	$13,000.00	$13,000.00	$23,238.00	$23,238.00
7	SEEDING AND RESTORATION - SF	1	LUMP SUM	$8,733.00	$8,733.00	$29,260.00	$29,260.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
8	TOPSOIL & SEEDING (TOPSOIL ASSUMED TO BE ON-SITE). PRICE ON MOVING AND PLACING TOPSOIL - CY	1	LUMP SUM	$15,990.00	$15,990.00	$0.00	$0.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00
	Total				**$648,816.00**		**$562,985.00**		**$663,300.00**		**$505,800.00**

	OPTION #2			Nature Playscapes LLC 6338 Lovers Land Portage, MI 49002		Penchura LLC 889 S Old US 23 Brighton, MI 48114		Play Environments Design 563 College Ave. Holland, MI 49423		Sinclair Recreation 176 E. Lakewood Blvd Holland, MI 49424	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	EARTHWORK - CY	1	LUMP SUM	$0.00	$0.00	$60,865.00	$60,865.00	$31,200.00	$31,200.00	$30,150.00	$30,150.00
2	CONCRETE WALKS - SF	1	LUMP SUM	$0.00	$0.00	$69,880.00	$69,880.00	$18,000.00	$18,000.00	$33,400.00	$33,400.00
3	CONCRETE FLUSH PERIMETER CURB - LF	1	LUMP SUM	$0.00	$0.00	$62,275.00	$62,275.00	$12,100.00	$12,100.00	$30,600.00	$30,600.00
4	21 AA AGGREGATE - CY	1	LUMP SUM	$0.00	$0.00	$30,096.00	$30,096.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
5	PLAY EQUIPMENT - 5-12 AGE GROUP (ALL COMPONENTS) - LS	1	LUMP SUM	$0.00	$0.00	$321,055.00	$321,055.00	$487,000.00	$487,000.00	$459,300.00	$459,300.00
6	TOPSOIL & SEEDING (TOPSOIL ASSUMED TO BE ON-SITE). PRICE ON MOVING AND PLACING TOPSOIL - CY	1	LUMP SUM	$0.00	$0.00	$29,260.00	$29,260.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00
7	SEEDING AND RESTORATION - SF	1	LUMP SUM	$0.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
8	POURED-IN-PLACE PLAYGROUND SURFACING - SF	1	LUMP SUM	$0.00	$0.00	$150,150.00	$150,150.00	$101,000.00	$101,000.00	$98,400.00	$98,400.00
	Total				**$0.00**		**$723,581.00**		**$663,300.00**		**$661,850.00**

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Approval of the updated Rehabilitation Program Manual

---

Recommendation:

> Approve the updated Rehabilitation Manual for the City of Jackson CDBG-funded Homeowner Rehabilitation Assistance Program.

Approve the updated Rehabilitation Manual for the City of Jackson CDBG-funded Homeowner Rehabilitation Assistance Program.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the updated Rehabilitation Manual for the City of Jackson CDBG-funded Homeowner Rehabilitation Assistance Program.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: November 18, 2025

RECOMMENDATION: Approve the updated Rehabilitation Manual for the City of Jackson CDBG-funded Homeowner Rehabilitation Assistance Program.

ISSUE STATEMENT

The City of Jackson provides major component rehabilitation assistance to owner-occupied properties. This CDBG-funded program (with funds from the Department of Housing and Urban Development, HUD) has existed for multiple years, providing free and/or low-cost loan/grant assistance to countless Jackson families. Allowable projects include HVAC system replacement, roof/gutter replacement, plumbing and/or electrical system repair/replacement, foundation repair, sewer repair, and ingress/egress assistance. The program guidelines (a.k.a. manual) requires periodic revision.

DESCRIBE THE CONSEQUENCES

Program guidelines for various HUD-based programs should be reviewed on a regular basis for necessary updates. Failure to make the suggested updates could result in uncertainty for applicants and program staff, and could bring the City out of compliance with current HUD regulations. The last update to the Rehabilitation Manual occurred in 2020. Suggested updates follow HUD-recommended practice and were drafted in consultation with City staff. Finally, the Community Development Department wants to make program application and administration streamlined and stress-free to participants. These recommended program guidelines provide updated program rules and regulations that will benefit applicants.

OWNERSHIP

The City of Jackson Community Development Department manages the Rehabilitation Program. Staff identified various necessary updates within the existing program guidelines, and the responsibility for suggesting changes rests with program staff.

SOLUTION

Interest in homeowner rehabilitation assistance continues to be strong. The Community Development Department works to ensure a streamlined application/approval process and a

stress-free project completion. Approving the recommended program guidelines updates will allow this already successful program to adapt and better serve Jackson residents.

FACILITATE IMPLEMENTATION

Requested action is for City Council to approve the updated Rehabilitation Manual for the City of Jackson CDBG-funded Homeowner Rehabilitation Assistance Program.

ATTACHMENTS

1. Rehab Manual Revised (proposed Nov. 2025)

JACKSON
Founded 1829

Housing Rehabilitation
Policy & Procedure Manual

Proposed for City Council Consideration
November 18, 2025

City of Jackson
Community Development Department
161 W Michigan Ave, Jackson, MI 49201
(517) 788-4060
www.cityofjackson.org

I. Introduction

A. Overview

This Policy and Procedure manual provides guidance to the City of Jackson's ~~Neighborhood & Economic Operations Department (CD)~~ Community Development Department (CD) to administer financing for the rehabilitation of owner-occupied housing. Funding is provided by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), and HOME Investment Partnerships Program (HOME) and is allocated to specific activities by the Jackson City Council. All housing rehabilitation assistance activities must meet guidelines and regulations established by the funding source as well as requirements contained within this manual. This manual replaces and supersedes all previous Rehabilitation Financing Handbooks and amendments and revisions thereto.

CD grant administrators must certify that program recipients meet the standards set forth by HUD and the City of Jackson eligibility requirements. The following Policy and Procedure Manual has been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program's purpose.

This manual is not to be confused with the policies and procedures set forth for recipients of CDBG or HOME grants awarded by the City of Jackson for area organizations. Please refer to the policy guidance set forth as part of your grant agreement.

B. Definitions

Applicant – a property owner who has applied for program assistance. Used interchangeably with "homeowner."

Area Median Income (AMI) – the midpoint of the region's income distribution, calculated by a household's gross income. Income limits are published annually by HUD based on a metropolitan area and adjusted for family size. See https://www.huduser.gov/portal/datasets/il.html.

Asset Test – if an applicant's current assets total in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for assistance.

Borrower – a property owner who has received program assistance in the form of a loan.

Certified Lead Professionals and Contractors – according to Michigan law, any person performing lead-based paint activities in houses built before 1978, or in child-occupied facilities, must be certified by the Michigan Department of Health and Human Services.

Closing Costs - also called settlement costs, are defined as those costs, other than repair costs, required to process and complete a rehabilitation or mortgage loan. This includes, but may not be limited to, recording fees, title work, credit reports, appraisal, survey, etc.

Construction - The process of building, altering, repairing, improving, or demolishing any structure or building.

Contract – a legal instrument by which the City of Jackson purchases services needed to carry out the project or program under a Federal award.

Contractor – generally, an entity that receives a contract.

Clearance Examination – an examination and testing of the unit after lead remediation work has been completed to verify lead hazards have been properly remediated and the unit is safe for re-occupancy.

Code Violation - an existing condition which does not meet the requirements of the City of Jackson Code of Ordinances Building and Building Regulations (Chapter 5), Refuse (Chapter 12), Housing (Chapter 14), Nuisances (Chapter 17) and Zoning (Chapter 28).

~~*Community Development Manager (CDM)* – software used by City of Jackson to track rehabilitation projects, including financial management, and create work specifications.~~

Deferred Loan - a loan that is not required to be repaid until due or the Borrower sells or otherwise fails to uphold the conditions of the loan during the term of the loan.

Disability – any restriction or lack (resulting from an impairment) of ability to perform an activity in the manner or within the range considered normal for a human being.

~~*Emergency Hazard* – any condition that exists which imposes an immediate threat to the occupants' health and/or safety. Typical emergency hazards include, but are not limited to, roof leaks, non-working furnace during cold weather, leaking plumbing, etc.~~

Escrow Account – an account established by the City of Jackson with a financial institution for the receipt and disbursement of loan funds or owner funds on behalf of the borrower.

Extenuating Circumstances - a situation beyond the control of the affected person as determined by the Jackson City Council.

Family – all persons living in a household who are related by birth, marriage, or adoption.

Food Allowance – funds provided to families for meals during the temporary relocation period, based on the established schedule for the number and ages of persons in the family.

Forgivable Loan – a loan in which its entirety, or a portion of it, can be forgiven or deferred for a period of time by the lender when certain conditions are met.

Handicap – a disadvantage for a given individual that limits or prevents the fulfillment of a role that is normal.

Head of Household – a filing status for individual U.S. taxpayers who are either married or unmarried and pay more than half the costs of keeping up a home for the tax year.

Homeowner – a property owner who has applied for program assistance. Used interchangeably with "applicant."

Household – all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. Persons not counted as part of the household are foster children, foster adults, live-in aides, or children of live-in aides. A child subject to a shared custody agreement in which the child lives with the household at least 50% of the time can be counted in the household.

Household Income – annual income from each member of the household 18 years of age or older is considered. Income of persons not counted as part of the household (see "Household" definition) is not included when calculating annual income. Income limits are adjusted by household size.

Housing Rehabilitation Specialist – ~~is the person employed by the City of Jackson~~ the City staff person responsible for all construction related activities, including, but not limited to, inspecting the property, creating work specifications and cost estimates, overseeing the contractor while work is in progress, and approving the final work product.

Immediate Family – mother, father, husband, wife, brother, sister, son, daughter.

Impairment – any loss or abnormality of psychological, physiological, or anatomical structure or function.

Incipient Code Violations - those conditions or defects with the property, not including major systems, as identified at the discretion of the Housing Rehabilitation Specialist, which, if not corrected, would reasonably be expected to deteriorate into actual code violations within approximately 18 months.

Income – the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period as defined in 24 CFR Part 5 as used for Section 8.

Intake Support Staff – the City staff person responsible for conducting financial interviews and gathering supporting documentation related to project eligibility.

Lead-Based Paint Hazard - any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present on chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

Lead-Based Paint Cost - housing rehabilitation costs that are incurred solely because of lead based paint regulations identified at 24 CFR Part 35, Title 10.

Lead Inspector – may perform inspection and post-abatement clearance activities.

Lead Risk Assessor – may perform inspection, post-abatement clearance, lead hazard screen, and risk assessment activities. Must be certified by the Michigan Department of Health and Human Services.

Low Income – income equal to or less than 50% of the AMI as established annually by HUD.

Major Systems - include, but not limited to, structural support, roofing, cladding and weatherproofing, plumbing, electrical, and HVAC.

Minority Business Enterprise (MBE) – businesses which are at least 51% owned, operated, and controlled on a daily basis by one or more (in combination) non-white American citizens.

Moderate Income – income above 50% AMI but equal to or less than 80% of the AMI as established annually by HUD.

Neighborly Software – software used by City of Jackson to administer housing and community development programs such as down payment assistance, affordable housing development, housing rehabilitation. The Neighborly Software program improves compliance and simplifies enrollment, administrative, and reporting processes.

Non-Lead Project Costs – lead hazard reduction costs directly associated with the interim control or abatement requirements identified through a risk assessment. If the lead hazard reduction, such as window replacement, was included in the original intent of providing rehabilitation assistance, this cost ***cannot*** be deducted and must be counted toward the total project cost.

Owner-Occupant – a person who occupies the property as their principal place of residence and has at least a one-half (1/2) legal interest (not amount of equity) in one of the following types of ownership in the property to be improved:

- Individual fee ownership; or
- Individual fee ownership subject to a mortgage or other lien securing debt.

A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.

Permanent General Improvement – any alteration, repair, or improvement upon or in connection with an existing residential structure, which substantially protects or improves its basic livability or energy efficiency.

Principal Place of Residence – the property owner's home, as verified by voting registration, driver's license, 100% Principle Residence Exemption approved by the Jackson City Assessor, or other established and verifiable documentation.

Program Manager – the City staff person responsible for day-to-day operations of the Housing Rehabilitation Program.

Project Completion - all necessary program requirements and construction work has been completed, inspected and approved, and property standards have been met; final payments for the project has been made for the project and drawdown of funds have been disbursed; and project completion information (beneficiary data) entered into HUD's online database (IDIS).

Project Cost – the total cost of repairs and improvements incurred by the Borrower that are included in a loan, whether or not financed in whole or in part with funds from this program or from other sources.

Reasonable Credit Risk - no evidence of current or pending foreclosure proceedings and meets specified debt-to-income ratios.

Remediation – an activity that reduces the health hazards of lead-based paint deteriorates.

Renovation, Repair, and Painting (RRP) Rule – Federal law requires all renovation, repair, and painting firms (including sole proprietorships) and individuals performing renovations, including contractors, property managers, and others who disturb painted surfaces to be certified. It applies to houses, apartments, and child-occupied facilities (such as schools and day care centers) built before 1978. It includes pre-renovation education requirements as well as training, firm certification, and work practice requirements.

Residential Structure - (also referred to as residence) is the real property to be improved and which is used solely for residential purposes on a year-round basis. It must be located within the City of Jackson. This definition does not include mobile homes or trailers.

Responsible Bidder – a person or entity who has the capability in all respects to fully perform the contract requirements and who fits the criteria as defined in this policy manual.

Responsive Bidder – a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Sealed Bids – procedures for purchases greater than $50,000 that will require advertising for and obtaining bids which remain sealed until publicly opened by the Purchasing Agent.

Site Improvement – the placement of permanent or semi-permanent improvements such as sidewalks, driveways, concrete steps, landscaping, storage sheds, detached garages, sprinkler systems, retaining walls, water and sewer hookup, and the like. The removal of foundations, concrete pads, wells, septic systems, trees, land balancing and removal of unwanted to unusable old site improvements.

Stable Monthly Income - borrower's verified gross income that is likely to continue based on foreseeable economic circumstances.

Sufficiently Insured - insurance on the subject property in an amount equal to all the indebtedness on the property or the maximum amount available, whichever is less. The City of Jackson must be named as mortgage holder on the insurance policy.

Temporary Housing – living accommodations provided for a family during the conduct of lead remediation activities at their home and until the residence passes safety clearance, and the family can reoccupy the home.

Temporary Relocation – for single family housing, the temporary move of a family and specific belongings out of a residence during the conduct of lead remediation activities and until the property has received a safety clearance.

Usual and Customary Fees (Third Party Fees) - these are the usual and customary fees paid to a third party service provider to process and close a loan which include, but may not be limited to, the following:

- Appraisal Fee
- Closing Agent Fee
- Courier Fee
- Credit Bureau
- Flood Certificate
- Recording Fee
- Tax Service Fee
- Title Insurance Policy
- Underwriting/Administration Fee

Women Business Enterprise (WBE) – businesses at least 51% directly owned and controlled by one or more women who are U.S. citizens.

C. Goals and Objectives

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. CDBG provides for the following, principally for persons of low and moderate income:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities.

The HOME Program was created by the National Affordable Housing Act of 1990, and has been amended several times by subsequent legislation. The intent of the HOME Program is to:

- Provide decent, affordable housing to lower-income households;
- Expand the capacity of non-profit housing providers;
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

The City of Jackson has identified housing rehabilitation as a high priority project in its 2020 – 2024 Five-Year Consolidated Plan.

D. Authorization to Proceed

1. Approval of this Rehabilitation Policy and Procedure Manual by the Jackson City Council authorizes CD rehabilitation staff to process applications, bid projects, loan grant funds, and award contracts to the lowest responsible bidder within the parameters set forth for each program type.
2. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting.
3. The Jackson City Council may waive any local policy set forth in this Rehabilitation Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

II. Rehabilitation Programs

~~Three~~ Two programs are available:

- Homeowner Rehabilitation
- ~~Emergency Hazard~~
- Major Components

A. Homeowner Rehabilitation Program

Purpose

Rehabilitation of existing residential structures to bring the property up to local codes and standards to meet the needs of its residents.

Funding Sources

Community Development Block Grant (CDBG)
HOME Investment Partnerships Program (HOME)

Eligible Properties

Property must be owner-occupied and located in the City of Jackson. An eligible property of no more than two (2) units may receive a Housing Rehabilitation loan, but only the unit which is the primary residence of the property owner is eligible for assistance. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Homeowner Rehabilitation Program may apply for ~~an Emergency Hazard or~~ a Major Component loan as long as the current payoff for the original loan plus the new loan does not exceed $75,000.

Income Eligibility

Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Loan Amount

$75,000 for eligible non-lead improvements less the amount of any previous grant or loan received for the same property. Settlement costs are not incorporated into the total loan amount but are paid through the Rehabilitation Administration budget.

Eligible Improvements

1. *Code Violations* – the rehabilitation, at a minimum, must include the correction of all code violations as may be cited by under the Housing Code, Chapter 14, City of Jackson Code of Ordinances.
2. *Major Systems* – upon completion of the rehabilitation, all major systems must have an estimated useful life of a minimum of five (5) years.
3. *Incipient Code Violations* – the loan may include the costs of correcting conditions in the structure that, although not in violation at the time of inspection by City staff, may continue to deteriorate in the near future, generally estimated at 18 months, not including major systems. The maximum amount that

may be included in the loan for correction of incipient code violations may not exceed 100% of the cost to correct actual code violations.

4. *Code Alternates* – the loan may include costs of alternate repairs that would exceed the minimum cost to repair code violations. For example, the cost of installation of vinyl siding may be included as an alternate to exterior painting of the structure.
5. *Accessibility* – the loan may include costs to provide handicapped accessibility, if needed, by a disabled household member.
6. *Energy Conservation Improvements* – the loan may include the cost of energy conservation and efficiency standards if financially feasible and does not require work on elements that would not ordinarily become exposed during rehabilitation.
7. *Radon Testing and Mitigation* – when applicable, the loan may include costs for radon testing and/or mitigation, following ANSI or other state/federally-approved standard.
8. *Historic Preservation Standards* – if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. All properties will be submitted to the State Historic Preservation Office (SHPO) for review. In addition, properties must undergo local historic review if they are located within the boundaries of the locally designated historic district.
9. *Uniform Physical Condition Standards* – rehabilitation must include the costs of repairs needed to meet HUD's list of Uniform Physical Condition Standards.
10. *Lead-Based Paint Hazards* – the cost of remediating identified lead-based paint hazards must be included in a loan. All costs associated with eliminating lead-based paint hazards identified in ~~the~~ a risk assessment that were not part of the original intent of the rehabilitation loan ~~, and the cost of lead reports, evaluations and studies~~ will be included in ~~the~~ a separate loan to the borrower ~~'s loan~~ and forgiven at a rate of 20% per year. *See ~~special information regarding lead-based paint at the end of this section~~ Section IV. Lead Safe Housing Rule for more information.*
11. *Combination with Other Funding Sources* – if the project exceeds the maximum allowed loan amount, applicant may need to apply for additional funds from other sources to make required or optional repairs.

The after-rehab value of the property may not exceed 95 percent of the area median purchase price as published annually by HUD. The area median purchase price limits can be found at https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/

Loan Terms

The homeowner will be required to execute a mortgage and mortgage note to the City of Jackson for the full amount of the non-lead rehabilitation project costs. No interest is charged on the loan. The loan will include a repayable component and a deferred component.

The repayable amount is based on the applicant's AMI and calculated utilizing the applicable percentage from the table below and the total non-lead project costs. This loan is repayable monthly for a maximum term of ten (10) years.

Repayable Loan Determination

Area Median Income	Loan Amount
0% to 30%	5% of the total non-lead project costs with a minimum payment of $15 per month

Area Median Income	Loan Amount
over 30% to 50%	10% of the total non-lead project costs with a minimum payment of $25 per month
over 50% to 80%	15% of the total non-lead project costs with a minimum payment of $50 per month

The remaining balance of the total non-lead project costs (total non-lead project costs less the total expected payments to be received) will be forgiven at a rate of 1/10th annually provided the applicant remains current on their monthly payments and continues to meet all other provisions of the program.

Example of a Repayable and Deferred Loan Calculation:

Area Median Income = 45% (10% of the total non-lead project costs repayable)
Total Non-Lead Project Costs = $47,000

Repayable Amount:
$47,000 x 10% = $4,700 total repayable / 120 months = $39.17 per month for 10 years

Deferred Amount:
$47,000 - $4,700 total repayable = $42,300 / 10 years = $4,230 forgiven annually for 10 years

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;
- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

B. Emergency Hazard Program

Purpose

To repair certain elements of a housing unit in an emergency situation, such as repairs to a roof that is leaking, but the whole house is not rehabilitated. The emergency hazard program does not necessarily cover true emergencies as a result of natural disasters or fires, but more as a result of deferred maintenance.

Funding Sources

Community Development Block Grant (CDBG)

Eligible Properties

Property must be owner-occupied and located in the City of Jackson. An eligible property of no more than two (2) units may receive an Emergency Hazard loan, but only the unit which is the primary residence of the property owner is eligible for assistance. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Emergency Hazard Program may apply for a Major Component loan as long as the current payoff for the original loan plus the new loan does not exceed $25,000.

Income Eligibility

Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Loan Amount

$25,000 for eligible non-lead emergency hazard improvements. Settlement costs are not incorporated into the total loan amount but are paid through the Rehabilitation Administration budget.

Eligible Improvements

1. *Hazardous Conditions* – eligible hazardous conditions are furnaces, boilers, electrical, plumbing, roof, and other building systems when cited by the Inspector. Hazardous conditions may include, but are not limited to, the following:

    a. No cooling during the summer months;
    b. No heating during the winter months;
    c. No hot water;
    d. Severe water leak;
    e. Gas leak;
    f. Deteriorated or collapsed drainage systems;
    g. Major electrical problems;
    h. Any other immediate threat to the life, health, or safety of the occupants.

2. *Lead-Based Paint Hazards* – the cost of remediating identified lead-based paint hazards must be included in a loan. All costs associated with eliminating lead-based paint hazards identified in a risk assessment that were not part of the original intent of the rehabilitation loan will be included in a separate loan to the borrower and forgiven at a rate of 20% per year. *See Section IV. Lead Safe Housing Rule for more information.*

3. *Historic Preservation Standards* – all repairs of hazardous conditions must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included in the loan.

4. *Combination with Other Funding Sources* – if the project exceeds the maximum allowed loan amount, applicant may need to apply for additional funds from other sources to make required or optional repairs.

Loan Terms

The homeowner will be required to execute a mortgage and mortgage note to the City of Jackson for the full amount of the non-lead emergency hazard project costs. No interest will be charged on the loan. The loan will include a repayable component and a deferred component.

The repayable amount will be based on the applicant's AMI and calculated utilizing the applicable percentage from the table below and the total non-lead emergency hazard project costs. This loan is repayable monthly for a maximum term of five (5) years.

Repayable Loan Determination

Area Median Income	**Loan Amount**
0% to 30%	5% of the total non-lead project costs with a minimum payment of $15 per month
over 30% to 50%	10% of the total non-lead project costs with a minimum payment of $25 per month
over 50% to 80%	15% of the total non-lead project costs with a minimum payment of $50 per month

The remaining balance of the total non-lead project costs (total non-lead costs less the total expected payments to be received) will be forgiven at a rate of 1/5th annually provided the applicant remains current on their monthly payments and continues to meet all other provisions of the program.

Example of a Repayable and Deferred Loan Calculation:

Area Median Income = 70% (15% of the total non-lead project costs repayable)
Total Non-Lead Project Costs = $8,500

Repayable Amount:
$8,500 x 15% = $1,275 total repayable / 60 months = $50 per month for 26 months (minimum monthly payment required)

Deferred Amount:
$8,500 - $1,275 total repayable = $7,225 / 5 years = $1,445 forgiven annually for 5 years

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- ~~An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;~~
- ~~An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.~~
- ~~An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.~~

~~C~~B. Major Components Loan Program

Purpose

To repair certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation, but the whole house is not rehabilitated. Additional consideration is allowed to increase the energy efficiency of a home in an effort to reduce the homeowner's utility costs. Preference will be given to major components that have failed.

Funding Sources

Community Development Block Grant (CDBG)

Eligible Properties

~~Property must be owner-occupied and located in the City of Jackson. An eligible property of no more than two (2) units may receive a Major Components loan, but only the unit which is the primary residence of the property owner is eligible for assistance. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Major Components Program may apply for an Emergency Hazard loan as long as the current payoff for the original loan plus the new loan does not exceed $25,000.~~

1. Basic Eligibility

The following basic requirements must be met for any project to be considered:

a. Property must be located within the City of Jackson's jurisdictional boundaries.

b. Property may not have more than three (3) housing units (apartments).

c. Combined household income may not exceed 80% of the Area Median Income (AMI), adjusted for family size. Household income requirement pertains to tenant(s) in NOORP Owned properties.

2. Owner Occupied

a. Property must be primary residence.

b. Must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. Every individual listed on the title will be required to sign the City's mortgage and mortgage note.

c. Must be current on all City of Jackson property taxes, special assessments, and water utility billings.

d. Must be sufficiently insured and current on payments.

e. Must be current on mortgage payments, if any. All existing mortgage(s) on the property must be in the name(s) of one or more owners of the property. All individuals/entities signatory to an existing mortgage/note must sign the City's mortgage/note.

f. Must not be in bankruptcy.

D. Property

a. Must not be in foreclosure.

b. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD.

c. The Housing Rehabilitation Specialist and Contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of rehabilitation work.

d. A title review will be done on the property and, if necessary, a full title search will be completed. There must not be any federal, state, or local liens or judgments, including tax liens (real estate or federal) on the property.

e. Must meet applicable provisions of Chapter 28 – Zoning, City of Jackson Code of Ordinances.

f. Must be in a condition to reasonably expect the property will remain structurally sound and fit for ten (10) years following repairs with appropriate maintenance.

g. Properties may receive multiple forms of rehabilitation assistance as long as the total assistance does not exceed the maximum loan established by the program used. For instance, properties initially participating in the Homeowner Rehabilitation Program may apply for an Emergency Hazard or a Major Component loan or other City of Jackson rehabilitation program as long as the current payoff for the original loan plus the new loan does not exceed $25,000.

Income Eligibility

Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Loan Amount

$25,000 for eligible major component improvements. Settlement costs are not incorporated into the total loan amount but are paid through the Rehabilitation Administration budget.

Eligible Improvements

1. *Major Systems* – includes, but is not necessarily limited to, structural, roof/gutter system, electrical, HVAC, and plumbing.
2. *Energy Efficiency* – includes, but is not necessarily limited to, addition or upgrade to insulation in homes (if allowed by code), and HVAC.
3. *Accessibility* – costs to remove material and architectural barriers that restrict the ingress/egress of elderly and severely disabled persons to the home.
4. *Historic Preservation Standards* - if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. All properties will be submitted to the State Historic Preservation Office (SHPO) for review. In addition, properties must undergo local historic review if they are located within the boundaries of the locally designated historic district.
5. *Radon Testing and Mitigation* – when applicable, the loan may include costs for radon testing and/or mitigation, following ANSI or other state/federally-approved standard.

Loan Terms

The homeowner will be required to execute a mortgage and mortgage note to the City of Jackson for the full amount of the emergency hazard project costs. No interest will be charged on the loan. The loan will include a repayable component and a deferred component.

The repayable amount will be based on the applicant's AMI and calculated utilizing the applicable percentage from the table below and the total emergency hazard project costs. This loan is repayable monthly for a maximum term of five (5) years.

Repayable Loan Determination

Area Median Income	Loan Amount
0% to 30%	5% of the total project costs with a minimum payment of $15 per month
over 30% to 50%	10% of the total project costs with a minimum payment of $25 per month
over 50% to 80%	15% of the total project costs with a minimum payment of $50 per month

The remaining balance of the total project costs (total costs less the total expected payments to be received) will be forgiven at a rate of 1/5th annually provided the applicant remains current on their monthly payments and continues to meet all other provisions of the program.

Example of a Repayable and Deferred Loan Calculation:
Area Median Income = 70% (15% of the total project costs repayable)
Total Project Costs = $8,500

Repayable Amount:
$18,250 x 5% = $913 total repayable / 60 months = $15.22 per month for 60 months

Deferred Amount:
$18,250 - $913 total repayable = $17,337 / 5 years = $3,467.40 forgiven annually for 5 years

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;
- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

III. Eligibility and Intake

A. Basic Eligibility

The following basic requirements must be met for any project to be considered:

1. The property must be located within the City of Jackson's jurisdictional boundaries.
2. The property may not have more than two (2) units; only the unit occupied by the property owner is eligible for assistance unless otherwise noted.
3. Combined household income may not exceed 80% AMI, adjusted for household size.
4. The property must be the primary residence of the property owner.
5. The property must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.
6. Every individual listed on the title will be required to sign the mortgage and mortgage note.
7. Must be current on all property taxes, special assessments, water utility billings, AHB judgments, and other costs as may be charged by the City of Jackson
8. Must be sufficiently insured and current on payments.
9. Must be current on mortgage payments or loans involving the property, if any. All existing mortgage(s) or loan(s) on the property must be in the name(s) of one or more owners of the property.
10. Must not be in foreclosure or bankruptcy.
11. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Any housing code violations that would not be rectified at the completion of the rehabilitation work must be corrected before the project is undertaken.
12. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.
13. If the applicant appears to qualify based on a preliminary review of the information provided, the project will be placed on the waiting list for the appropriate rehabilitation program until ready to proceed.

Timely Completion of Application

Once an application begins the intake process, it is incumbent upon the homeowner to provide requested documentation in a timely fashion.

1. Applicants taking more than 30 days to complete their application, which includes provision of all documentation requested, shall be deemed "non-responsive" and lose priority position.
2. Applicants taking more than 45 days to complete their application, which includes provision of all documentation requested, shall be denied and the applicant must re-apply.

Waiting List

CD rehabilitation staff will create and maintain a waiting list by rehabilitation program type. Applicants will generally be selected from the waiting list in chronological order based on the date and time their application was received (first-come, first-serve basis as funds allow). However, applicants to the emergency hazard program will receive priority consideration and will be assigned to the Housing Rehabilitation Specialist before any other project type. Priority will also be given to those on the waiting list who have a major component that has failed or who have not previously received assistance.

B. Intake

CD staff shall assist the applicant in the preparation of the rehabilitation application as necessary. Every space provided for entry of a response shall be completed. If no response is available or does not apply to the applicant, the entry should be "none" or "n/a." Program staff will perform the following tasks as projects on the waiting list advance toward first position:

1. Conduct an interview with the applicant and obtain documentation for a full eligibility determination which includes, but may not be limited to, the following:
    a. Mortgage for each holder of lien(s) secured by the property;
    b. Employment, such as paystubs;
    c. Earnings, such as most recent tax return;
    d. Deposits, such as bank statements.
2. Obtain third-party verification from employer, banking establishments, and others as may be appropriate.
3. Obtain a credit report and review thoroughly to ensure all assets and liabilities were disclosed.
4. Perform asset test and determine debt-to-income ratio.
5. Request title search from American Title Company.
6. Household income level must be documented using HUD's Income Eligibility Calculator found at https://www.hudexchange.info/incomecalculator/. Results must be kept on file electronically with a printed copy placed in the applicant's file.
7. Create project in ~~CDM~~ Neighborly Software and assign loan number.
8. Perform citizenship/alien status check using SAVE or an equivalent verification system approved by the Federal government.

Income Guidelines

Verification and certification of income and assets is required to determine program eligibility for all CDBG or HOME funded rehabilitation projects. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance.

The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

Asset Test

If an applicant's current assets total in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for rehabilitation assistance.

- Assets include funds in checking and savings accounts, interest or dividends earned from Certificates of Deposit, stocks, bonds or mutual funds. Assets also include the value of real estate (other than primary residence).
- Assets do **not** include pre-tax payroll deductions, deferred compensation accounts, 401Ks, health or dependent care allowances, two vehicles, the subject property and furnishings and fixtures.

- If assets are $5,000 or above, income on all assets (actual or imputed per worksheet) must be included to determine income eligibility. However, earnings from retirement accounts do **not** need be included unless the funds are being removed from the account.

Debt-to-Income Ratio

The maximum debt-to-income ratio (DTI) for Housing Rehabilitation Programs is 40% front-end and 45% back-end expressed as a ratio of 40/45 percent. The DTI is the percentage of a consumer's monthly gross income that goes toward paying debts. The DTI often covers more than just debts. The ratios can include certain taxes, fees and insurance premiums as well. There are two main types of DTIs:

1. *Front-End Ratio* – indicates the percentage of income that goes toward housing costs, which for homeowners is PITI (principal, interest, taxes and insurance). The maximum front-end ratio for the housing rehabilitation programs is 40 percent.
2. *Back-End Ratio* – indicates the percentage of income that goes toward paying all recurring debt payments, including, but not limited to: PITI; credit card payments; car loan payments; student loan payments; child support payments; alimony payments; and legal judgments. The maximum back-end ratio for the housing rehabilitation programs is 45 percent.

Example of a Debt-to-Income Ratio Calculation:

Yearly Gross Income = $45,000 / Divided by 12 months = $3,750 per month income.

- $3,750 x 40% = $1,500 allowed for housing expenses (front-end)
- $3,750 x 45% = $1,687 allowed for housing expenses plus recurring debt (back-end)

Tier II Environmental Checklist

Before a project can be bid, the Program Manager must complete a Tier II environmental checklist to assure the property is eligible for funding. The Tier II checklist requires review of Historic Preservation, Floodplain Management, and Contamination and Toxic Substances.

False Reporting

Any discovery of false reporting on an application for assistance determined within five (5) years after the completion of a project will result in the required repayment of all assistance provided.

IV. Lead Safe Housing Rule

A. Application of Lead Safe Housing Rule

HUD requires any rehabilitation activity that will disturb lead-based paint (LBP) adhere to 24 CFR Part 35, Subpart J, known as the Lead Safe Housing Rule (LSHR). The Environmental Protection Agency's (EPA) also imposes regulation on LBP at 40 CFR Part 745 through its Renovation, Repair, and Painting (RRP) rules under Subparts E and Q.

B. Exemptions

While the LSHR applies to all rehabilitation projects which will disturb LBP, it does provide exceptions under the following circumstances:

1. If the property was constructed after January 1, 1978.
2. Zero-bedroom and single room occupancy units.
3. Housing designated for the elderly or persons with disabilities unless if a child under six (6) years old resides or is expected to reside there.
4. Properties found to be lead free by a LBP inspection or where all LBP has been identified, removed, and clearance achieved.
5. Emergency action necessary to protect life, health, and safety or further damage to the structure (e.g., after a natural disaster or fire). However, the LSHR does apply for work needed to restore and/or rehabilitate such damaged property.

The following exemptions from lead safe work practices and clearance also apply within the stated limitations:

1. The planned work will not disturb painted surfaces.
2. When minor maintenance or activities disturb painted surfaces which are below the following *de minimis* levels:
   a. Two (2) square feet per interior space (cumulative).
   b. Ten (10%) percent of small component type.
   c. Twenty (20) square feet for exterior work.

C. Level of Lead Hazard Reduction

The level of lead hazard reduction is determined by the amount of federal assistance in the total project costs as follows:

1. **Total Project Costs of $5,000 or Less**

   When total project costs are up to and including $5,000, lead safe work practices must be used for all rehabilitation activities, and paint disturbed during the work must be repaired following the EPA's RRP. The following steps must be taken:

   a. Test surfaces to be disturbed.
   b. If LBP is present, provide notice of lead hazard evaluation to residents within 15 days.
   c. Finalize the work write up and bid the work to qualified contractors. For surfaces with LBP, workers should be trained in lead-safe work practices or be supervised by a certified abatement supervisor. For surfaces with no LBP, no special training or supervision is required.
   d. Complete the work using lead-safe work practices and repair painted surfaces that will be disturbed during work.

e. Perform a clearance examination, which must be completed by a licensed lead paint inspector, risk assessor, or lead sampling technician. If the clearance examination does not pass, the contractor must re-clean in preparation for another clearance examination.

f. Once the work passes a clearance examination, notice of the lead hazard reduction work performed must be provided to residents within 15 days.

2. **Total Project Costs Over $5,000 up to $25,000**

When total project costs are over $5,000 up to and including $25,000, interim controls must be performed on the hazards identified by a Risk Assessment and paint disturbed during the rehabilitation must be repaired. The following steps must be taken:

a. Order a combined Lead Paint Inspection/Risk Assessment.

b. If LBP is present, provide notice of lead hazard evaluation to residents within 15 days.

c. Finalize the work write up and bid the work to qualified contractors. For surfaces with LBP, workers should be trained in lead-safe work practices or be supervised by a certified abatement supervisor. For surfaces with no LBP, no special training or supervision is required.

d. Perform interim (temporary) controls on all hazards identified in the Risk Assessment and stabilize all paint disturbed during rehabilitation.

e. Perform a clearance examination, which must be completed by a licensed lead paint inspector, risk assessor, or lead sampling technician. If the clearance examination does not pass, the contractor must re-clean in preparation for another clearance examination.

f. Once the work passes a clearance examination, notice of the lead hazard reduction work performed must be provided to residents within 15 days.

3. **Total Project Costs Over $25,000**

When total project costs exceed $25,000, surfaces painted with LBP that are disturbed during rehabilitation and all hazards identified by a Risk Assessment must be abated. Interim controls may be performed on exterior surfaces if those surfaces are not undergoing rehabilitation.

a. Order a combined Lead Paint Inspection/Risk Assessment.

b. If LBP is present, provide notice of lead hazard evaluation to residents within 15 days.

c. Finalize the work write up and bid the work to qualified contractors. For abatement work, certified and/or licensed abatement contractors are required. For other work, use appropriately qualified workers.

d. Perform abatement (permanent removal/replacement) on all hazards identified in the Risk Assessment. Interim (temporary) controls are acceptable on the exterior.

e. Perform a clearance examination, which must be completed by a licensed lead paint inspector or risk assessor. If the clearance examination does not pass, the contractor must re-clean in preparation for another clearance examination.

f. Once the work passes a clearance examination, notice of the lead hazard reduction work performed must be provided to residents within 15 days.

Note: If an abatement activity is conducted, a certified abatement contractor is required, no matter the level of total project costs.

D. Calculating Total Project Costs

Proper calculation of the total project costs is essential to determine the level of assistance and lead hazard treatment requirements. Certain costs, such as soft costs, are deducted from the total amount of federal assistance dollars contributed to project. To properly calculate the total project costs, determine the following:

1. What is the total amount of federal assistance contributed to the project?
2. Deduct from that total all soft costs attributable to the project. Soft costs include, but are not limited to the following: administrative costs, title work, credit report, recording fees, risk assessment, relocation costs, and similar non-construction costs.
3. Costs for lead hazard reduction may also be removed ***if*** the lead hazard reduction cost is directly associated with the interim control or abatement requirements identified through the risk assessment. If the lead hazard reduction, such as window replacement, was included in the original intent of providing rehabilitation assistance, this cost ***cannot*** be deducted and must be counted toward the total project cost.

The total project cost is established by the following calculation:

Subparagraph 1 – Subparagraph 2 – Subparagraph 3 (if applicable) = **Total Project Costs**

IV. Inspection and Pre-Construction

A. General

The Housing Rehabilitation Specialist is responsible for determining the rehabilitation work necessary to bring a property into conformance with applicable codes and lead-based paint hazard control requirements, if necessary, based upon the rehabilitation program the project falls under. In carrying out these responsibilities, the Housing Rehabilitation Specialist shall:

1. Inspect the property to identify all code violations for full rehabilitation projects, or determine if replacement, and not a lower form of maintenance, is necessitated in emergency hazard or major component activities.
2. Determine if additional work may be needed other than that requested on the application which may have been unknown to the homeowner.
3. Take pictures that document the condition and/or component age before rehabilitation.
4. Meet with owner to distribute and discuss the EPA pamphlet "The Lead Safe Certified Guide to Renovate Right" if planned work will disturb painted surfaces.
5. Order a combination Lead Paint Inspection/Risk Assessment if planned work will disturb painted surfaces.
6. Complete a preliminary work write-up and cost estimate of the rehabilitation needed. The preliminary work write-up shall include, but not be limited to, a separate cost estimate for required lead hazard control activities or energy conservation improvements, general improvements, insipient items, or owner requested general improvements.
7. Determine that items in the work write-up conform to purposes for which the project loan may be used.
8. Advise applicant concerning conditions under which the loan is made.
9. Final consultation with the applicant on preliminary work write-up and cost estimate to reach an agreement that the work to be done is within applicant's ability to repay.
10. Prepare a final work write-up and cost estimate as the basis for a CD housing fund loan and for contracting the rehabilitation work.
11. Request construction bids through the City of Jackson Purchasing Department.
12. Assist in getting all necessary documents executed.
13. Upon completion, the rehabilitation work must, at a minimum:
    a. Meet state or local codes, ordinances and requirements;
    b. Be free of deficiencies selected by HUD from the list of Uniform Physical Condition Standards;
    c. Meet minimum useful life standards for major systems of at least five (5) years.

Property Condition

1. The Housing Rehabilitation Specialist and contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of work.
2. The property must be in a condition to reasonably expect it will remain structurally sound and fit for ten (10) years following rehabilitation with appropriate maintenance.

3. A structure will be deemed "non-feasible for rehabilitation" and denied participation in the program when any one of the following apply:

    a. It is deteriorated to the degree that repair/rehabilitation costs would equal or exceed new construction costs;
    b. It was built inferior and/or substandard;
    c. It has major structural or drainage problems;
    d. The cost of the required rehabilitation exceeds the property value;
    e. Any repair(s) needed cannot be completed within the financial constraints of the program,

B. Inspection Checklist

The City has developed an inspection checklist for use in inspecting each residential property. In essence, such a checklist is a listing of every item that is subject to the applicable codes that may be found in a property. The use of such a checklist facilitates the inspection and also helps provide a proper basis for the preparation of the work write-up, cost estimate, and the contract specifications.

1. *Checklist by Room:* For a residential property the items on the checklist are classified by room. For example, items applicable to a kitchen or bathroom are listed on sheets under those room classifications. Similarly, a separate sheet with an appropriate listing of items would be used for each habitable room.

2. *Checklist Information:* Alongside each item on the checklist, space is provided for indicating the nature and extent of the deficiency. Additional space is provided on the checklist, or on supplemental sheets, for notes dealing with the types of materials, extent of repairs or replacement, and other information that may be helpful in later preparing the work write-up and cost estimate.

C. Cost Estimate

The cost estimate is a statement prepared by the Housing Rehabilitation Specialist based on the property inspection checklist that itemizes the rehabilitation work to be done on the property and includes an estimate of the cost of each item. The cost estimate shall be reasonable and shall reflect actual costs prevailing in the locality for comparable work.

1. Since it is generally not practical to predetermine the funding sources to be utilized by the owner in the rehabilitation of the property, the Housing Rehabilitation Specialist shall proceed on the assumption that a variety of sources will be used. For this reason, it is important that the work write-up be sufficiently detailed. Separate estimates shall be prepared for lead-based paint associated activities.

2. In a case where the rehabilitation is limited in scope, the inspection checklist can be made sufficiently comprehensive to be used for development of specifications.

3. Each item of work and its estimated cost shall be identified in the cost estimate as being either necessary to meet the applicable codes, as lead hazard reduction expenses, or for other purposes that may be financed through various loan programs. This information is entered on the bid comparison sheet.

4. The amount of loan funds available for general improvements is subject to special limitations as provided by the funding source. The cost estimate shall identify those items and costs that may be included only on the basis of being to "generally improve the condition of the property."

5. If the total estimated cost of the work exceeds the amount of the available funding the applicant could receive, or exceeds the applicant's financial ability to do all the work, the Housing Rehabilitation

Specialist may eliminate or modify items in the cost estimate. Items of work necessary to meet the applicable codes or lead-based paint hazard requirements will not be eliminated.

6. A preliminary cost estimate should not contain details that have an effect on cost, such as color, style, or pattern. Decisions on these details can be made after the contract is awarded by providing in the contract documents, as appropriate, the term “to be selected by owner.” Cost estimates will be calculated on moderately priced items. If the owner wishes to exceed the contract amount, they must provide the difference. Exterior paint color must be approved by the City.
7. The final and cost estimate prepared by the Housing Rehabilitation Specialist shall identify each of the items of work to be financed by the loan and provide a total for all.

VI. Contractors

A. Prequalification Procedures

1. Must be properly licensed by the State of Michigan for the trade(s) in which contractor is qualified.
2. Must be actively registered with the City of Jackson Department of Neighborhood & Economic Operations.
3. CD rehabilitation staff shall provide the Purchasing Coordinator a current list of actively registered contractors for the trade in which they are licensed. CD rehabilitation staff will review the list from time to time and provide the Purchasing Coordinator updated information as necessitated.
4. In addition to other forms of advertisement detailed in Section VI(A)(1) below, the Purchasing Coordinator will specifically solicit the contractors from the list provided by CD for the trade in which they are qualified.
5. The Purchasing Agent and/or CD rehabilitation staff shall have the right to adjust the list of prequalified bidders as he or she becomes aware of substantial changes in the information and circumstances of a bidder, or if other reasonable cause exists such as unsatisfactory contract performance or failure to pay bills and/or claims. Should an applicant for pre-qualification disagree with the determination of CD staff with regard to the same, the City Manager shall review the original information and/or such additional information within five (5) business days of the receipt of a written request, and confirm in writing either the original determination of the staff or revise same as appropriate.
6. A contractor need not be currently registered with the City of Jackson to submit a bid; however, proper registration is required before any contract is let.

B. Basic Requirements

To be eligible for participation in CD rehabilitation projects, a contractor must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson.
2. Possess “tools of the trade” which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The contractor is responsible for obtaining all permits and/or submitting design review documents as required.
7. The contractor shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The Housing Rehabilitation Specialist will require notification for certain critical inspections such as discovery of dry rot or termite damage, completion of progress work and completion of final work. Failure to contact the Housing Rehabilitation Specialist for such an inspection may result in progress payment delays or non-payment.
8. For all work that involves lead hazard reduction, the contractor is responsible for cleaning the site to a level below the current thresholds established by the Environmental Protection Agency (EPA) for

floors, interior sills, exterior window wells, and floors. The Housing Rehabilitation Specialist will advise contractor which Lead Risk Assessor is selected for the project; the contractor is responsible for ordering the clearance examination. Lead clearance must be achieved before relocated occupants are allowed to return to their home. The contractor is responsible for all additional cleaning operations if the work fails to attain the mandated clearance thresholds as well as any additional cost assessed by the clearance technician for repeated visits, dust and/or laboratory fees. Final payment is withheld until the unit passes clearance testing.

9. The contractor will provide an eighteen (18) month warranty for work and materials completed under the contract.

Equal Opportunity

The General Contractor shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the General Contractor, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

The General Contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972. The contractor may be requested to furnish information and reports requested by the U.S. Department of housing and Urban Development (HUD) to ascertain compliance with such rules, regulations, or requests or with this non-discrimination clause.

Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the CD Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any Contractors or Contractor's family.

C. Licensing Requirements

To be eligible for participation in CD rehabilitation programs, a contractor must hold the proper certifications and licensing from the State of Michigan for the scope of work being conducted. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by HUD, State of Michigan, or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.

D. Insurance

The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, the other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that it will protect the Contractor, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall not be less than the following:

1. Minimum required limits of liability:
   a. For jobs with an estimated contract cost of less than $50,000
      i. Comprehensive Commercial General Liability, limits of at least:
         (1) Bodily Injury, each occurrence $300,000
         (2) Bodily Injury, each aggregate $500,000
         (3) Property Damage, each occurrence $100,000
         (4) Property Damage, aggregate.....$100,000
         (or in the alternative to 1, 2, 3, 4)
         (5) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $500,000
         and aggregate.....$500,000
      ii. Automobile Liability, limits of at least:
         (1) Bodily Injury, each person $300,000
         (2) Bodily Injury, each occurrence $500,000
         (3) Property Damage, each occurrence $100,000
         (or in the alternate to 1, 2, 3)
         (4) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $500,000
   b. For jobs with an estimated contract cost of $50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.
      i. Comprehensive Commercial General Liability of at least:
         (1) Bodily Injury, each occurrence $1,000,000
         (2) Bodily Injury, aggregate.....$1,000,000
         (3) Property Damage, each occurrence $500,000
         (4) Property Damage, aggregate..... $500,000
         (or in the alternative to 1, 2, 3, 4)
         (5) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $1,000,000

and aggregate $1,000,000

ii. Automotive Liability and Property Damage Insurance with limits of at least:

(1) Bodily Injury, each person $1,000,000
(2) Bodily Injury, each occurrence $1,000,000
(3) Property Damage, each occurrence $1,000,000
(or in the alternative to 1, 2, 3)
(4) Bodily Injury and Property Damage Combined Single Limit
each occurrence $1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its subcontractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL337 or its equivalent); and

3. If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of $1,000,000 each occurrence and $1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.

4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

5. The contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from its operations under this contract.

7. If the contract involves new construction, contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, contractor, subcontractors, and if applicable, engineer and engineer's consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

Further, the insurance shall:

a. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work, and Work in transit and shall insure against at least the following perils: fire, lightening, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

b. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

c. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and

d. Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by the City prior to commencement of construction.

8. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in places of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

9. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.

E. Change Orders and Payment Procedure

Change Orders Prohibited

After award of a contract, change orders are prohibited unless, during the course of performing work necessary to successfully complete a project, unknown conditions are uncovered. Contractor must immediately contact the Housing Rehabilitation Specialist who will inspect the condition and document with photographs. Work beyond that needed to ensure the safety of occupants is prohibited while a change order is being considered for approval.

Contractor must provide in writing to the Housing Rehabilitation Specialist the added cost to repair the previously unknown conditions. CD rehabilitation staff must complete a change order request explaining the necessity of the change order and attach photographs of the conditions. Approval for the change order must be obtained from the property owner, Director of CD, and City Manager before the additional costs can be added to the contract and work can re-commence.

Progress Payments
Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. When the work has progressed in accordance with the payment schedule in the contract, the contractor may request a progress payment which shall not exceed 90 percent of the value of the work completed or 80 percent of the total contract amount, whichever is less. The contractor will contact the Housing Rehabilitation Specialist to request a progress inspection. The Housing Rehabilitation Specialist and the property owner must approve the request for payment and CD financial staff will authorize the payment.

Contractor Payment
Prior to any payment authorization, the Housing Rehabilitation Specialist will collect lien waivers or paid receipts from the contractor and all subcontractors and/or suppliers furnishing materials for the items on the job of which payment is requested. The City does not provide “advance” money or authorize payment for items that are not completed or properly installed. Invoices are processed for payment every two weeks.

VII. Procurement and Contracts

A. Procurement

After CD staff has determined the applicant and project are eligible for assistance and the Housing Rehabilitation Specialist has compiled work specifications, the project file will be referred to the City of Jackson Purchasing Department to initiate the request for sealed bids. CD shall follow the City of Jackson approved purchasing guidelines for procurement of contracts for rehabilitation projects. The Purchasing Agent shall be responsible for the following:

1. The Purchasing Agent shall advertise for sealed bids to the greatest extent feasible. The method of advertising shall be reasonably designed to publicize the proposed contract or purchase for the utmost competition among bidders. By way of illustration, and not by limitation, "advertising" may include use of the City's website, newspapers, bulletin boards, trade journals, radio, or television. In addition to advertising publicly, the Purchasing Agent shall also issue an invitation to bid to Contractors pre-qualified and approved by the Housing Rehabilitation Specialist.
2. A Pre-Bid Meeting scheduled by the Housing Rehabilitation Specialist with the property owner will be held at the property prior to the bid submission deadline. The purpose of such a pre-bid meeting will be to discuss the specifications and answer bidder's questions. Contractors unable to attend the scheduled pre-bid meeting may **not** attempt to schedule a separate day and time directly with the property owner.
3. Any explanation desired by a prospective bidder regarding the meaning or interpretation of contract documents must be received by the Purchasing Agent prior to the deadline for submission of bids. Any explanation or interpretation concerning contract documents shall be in writing and furnished to all prospective bidders as an addendum. Receipt of such addenda shall be acknowledged on the bid documents. Oral explanations addressing non-substantive matters or procedural items relating to contract documents are allowed in order to assist a prospective bidder in submitting a bid.

   No oral explanation or instruction by any city employee, representative, or official shall be binding upon the City unless the City employee, agent, representative, or official confirms such oral explanation or instruction in writing. If the City determines it necessary, it may reschedule the time for bid opening to allow adequate time for addenda to reach all bidders.
4. All completed proposals must be submitted to the City of Jackson Purchasing Department prior to the established deadline. NOTE: Bids will not be accepted by CD and any bid submitted to CD will not be opened and will be rejected. The Purchasing Coordinator shall date and time stamp all sealed bid proposals upon receipt.
5. Sealed bid proposals will be opened in public at the place and time designated in the bid documents. Attendance at any bid opening will not be denied or limited. All bid files will be available for public inspection. Late bids will not be considered. Any bid received after the deadline will be date and time stamped and returned to the bidder unopened.
6. The Purchasing Coordinator will tabulate the bids and check for compliance with the specifications and all conditions in the instructions to bidders. A bid that does not meet the specifications may be considered non-responsive and may be rejected.
7. The Purchasing Coordinator will post a summary of bids received on the City of Jackson's website after the bid review has been completed.

8. Bid proposals will be reviewed by the Housing Rehabilitation Specialist for conformance to the scope of work. A recommendation for approval will be granted if:

    a. All work items are included;
    b. The proposal conforms to the work specifications;
    c. The work properly addresses the deficiencies; and,
    d. The cost is reasonable.

B. Rehabilitation Contracts

Introduction

Construction work financed through a rehabilitation loan shall be undertaken only through a written contract between the contractor and the recipient of the loan. The construction contract will consist of a single document signed by the contractor and borrower, following approval of the CD loan. It shall contain a bid and proposal by the contractor and the general conditions, lead-based paint risk assessment report, if any, as well as the specifications for the work to be performed.

General Conditions and Provisions

CD finance staff shall prepare all construction contracts for the rehabilitation of the property. The following minimum provisions must be included in the general conditions:

1. The bid and proposal shall be accepted by the property owner within 30 days from the bid opening, providing that the contract is subject to issuance of a Notice to Proceed, and no work shall be commenced by the contractor until he or she has received a written proceed order.
2. The contract shall state specific dates for the commencement and completion of the work.
3. The contractor will be paid the contract price, in one lump sum amount, after the work is satisfactorily completed and approved unless payment is to be made in progress payments as the work progresses. When progress payments are to be made, the contract must include a schedule that specifies the stages at which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each stage. Progress payment shall not exceed 90% of the value of the work satisfactorily completed for those contractors who have been designated as merit contractors and 80% for all other contractors. Progress payments (limited to two) and final payment due the contractor will be paid within 20 days after CD receives the contractor's invoice and satisfactory release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials.

Contractor Provisions

1. Furnish evidence of required insurances pursuant as outlined in Section V(D) of this handbook.
2. Obtain and pay for all permits and licenses necessary for the performance and successful completion of the work.
3. Perform all work in conformance with applicable City Codes and requirements whether or not covered by the specifications and drawings for the work.
4. If temporary relocation is required, the vacated structure will be under the control of the contractor. The contractor shall remain responsible for all safety and security on a 24-hour basis until the remediation is complete and clearance testing is successfully obtained. While working in vacant structures is more efficient, occupant relocation carries a significant daily cost. The contractor is obligated to complete the lead hazard reduction within the specified time period. Failure to complete the work within the specified time period may result in a daily charge to the contractor.

5. Rehabilitation loans are to abide by Federal and City regulations pertaining to equal employment, if the sum to be charged for the work is more than $10,000, by incorporating the required language of Executive Order 11246 (Equal Employment Opportunity) as set forth in the Terms and Conditions which are a part of the loan application.
6. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.
7. Not assign the contract without written consent of the owner. The request for assignment must be addressed to: City of Jackson, Neighborhood & Economic Operations, 161 West Michigan Avenue, 3rd Floor, Jackson, Michigan 49201.
8. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all work required by the contract. Furthermore, furnish the owner, in care of the Housing Rehabilitation Specialist, with all manufacturers' and suppliers' written guaranties and warranties covering materials and equipment furnished under the contract.
9. Permit the U.S. Government or its designee to examine and inspect the rehabilitation work.

Owner Provisions

1. Permit the contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
2. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary, and to vacate areas of the structure, as necessary, to allow work to occur.

Additional Provisions

1. A provision indicating whether the premises will either be occupied or vacant during the course of the construction work.
2. A provision that final payment on the contract amount will be made only after final inspection and acceptance of all the work performed by the contractor, and the contractor has furnished the owner and Housing Rehabilitation Specialist satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and materials suppliers.
3. A provision that the contract consists of the bid and proposal, the general conditions and the specifications incorporated.
4. The parties agree that, should a dispute arise regarding the workmanship or sums due under this Contract, the parties will resolve the dispute in accordance with the following procedure:
    a. The party shall submit a written complaint to the City of Jackson Neighborhood and Economic Operations Department within five (5) calendar days after the work or issue that is the subject matter of the written complaint first arose.
    b. After receiving the complaint, the City's Chief Building Official or his/her designee shall investigate the complaint and provide the party with his/her written decision within five (5) business days.
    c. If the party is not satisfied with the decision of City's Chief Building Official, the party shall make an appeal to the City Manager by submitting a written appeal to the City Manager within five (5) business days from the date the decision of City's Chief Building Official was sent to the party.

d. The City Manager shall hear the party's appeal within five (5) business days after the written appeal is submitted, unless another time is set by the City Manager, and the City Manager shall decide the appeal under such expert or other advice as may be necessary.

e. Within ten (10) business days after hearing the appeal, the City Manager shall send the party his/her written decision.

Labor Performed by Owner in Rehabilitating the Property

Questions arise from time to time during the processing of a rehabilitation loan concerning the owner's performance of some or all of the labor required to complete the rehabilitation of the property. These paragraphs are intended to supply answers to those questions, as well as describe the circumstances under which this form or self-help is desirable and to be encouraged.

1. A property owner may complete some or all of the tasks required to rehabilitate the property if the owner has the degree of skill required to perform the work involved. Self-help is usually appropriate for the accomplishment of tasks of an unskilled nature such as general cleanup, demolition of small buildings on a property, removal, transportation, and disposal of the debris, and for work that involves minimal use of owner-supplied costly materials and equipment. Work of a skilled nature and work involving the extensive installation of costly materials and equipment may require a permit and oversight by the Building Inspection Division.

2. At times, self-help may also enable a property owner to obtain a rehabilitation loan by reducing costs to an amount within the program limits for a loan and simultaneously make repayment feasible.

3. When a portion of the rehabilitation work is to be done through self-help and the remainder is to be done by the contractor, the Housing Rehabilitation Specialist should ensure that the work being done by each of them does not interfere with or jeopardize the other's work. In cases where a separation in the timing of the work is not feasible, the Housing Rehabilitation Specialist should urge the owner and contractor to make their own arrangements on the timing so that each may do their own work without causing any interference in the work to be done by the other. In all instances, the owner will be better protected if work to be done through self-help is completed before the contractors start their work. Such completion will help avoid claims by the contractor for extras or damages the contractor may claim are caused by the self-help effort and will assure that when all work is finished the property will comply with Housing Code Standards and, where applicable, FHA Standards.

VIII. Loan Conditions

A. Numbering of Applications

CD staff shall assign a number to each application for a rehabilitation loan in accordance with the requirements of this section. Staff shall enter the assigned number in the spaces provided on the applicable forms and documents related to the rehabilitation loan in the following format:

1. First two numbers will denote the fiscal year in which the application was received (i.e., in 2019-2020 use "19") followed by a hyphen;
2. Following the year, each file will contain a two letter code identifying the type of project the loan will be given as follows:
    - RC = Full Rehab with CDBG funds
    - RH = Full Rehab with HOME funds
    - ~~EH = Emergency Hazard (CDBG only)~~
    - MC = Major Components (CDBG only)
3. Following the year and loan type, three digits will denote the chronological order of the application in the year received. The first number in the sequence is 001 and graduated one number for each application received; restart the chronologic numbering at 001 with every year change.
4. The final placeholder in the file numbering system shall represent the Ward in which the property is located (1 through 6).

As an example, the file number "20-~~EH~~MC025-4" indicates it is the 25th application received in fiscal year 2020. The file is also a major component loan and is located in Ward 4.

All application numbers will be recorded in the ~~CDM~~ Neighborly Software project tracking system under the client's project in the "Application Number" field.

Reuse of Application Numbers Not Permitted

An application number, once assigned by the staff, shall not be reused or reassigned. If a previous case to which the staff had assigned an application number is not approved and is resubmitted at a later date, the Staff shall assign the resubmitted case a new application number with the sequence number applicable at that time.

B. Processing and Approval of Loan Applications

Processing an application by CD staff consists of the completion of the functions listed below, assembly in one file with all supporting documents, and the review of the file to determine approval.

Preparation of Form

CD staff shall assist the applicant in the preparation of the CD rehabilitation application, as necessary. Every space provided for an entry on the application shall be completed. Amounts entered shall be rounded to the nearest dollar. If no amount is involved for an entry for a particular application, the entry shall be "none." Review and approval by the program staff of the application shall be based on the form completed in this manner. CD staff will enter the application into ~~CDM~~ Neighborly Software and assign an application number.

Approval of Application for Loan

The CD rehabilitation staff shall meet regularly, with or without the CD Director, to review and approve applications for assistance. Applications will be evaluated based on various criteria including, but not limited to:

1. *Applicant Eligibility*. The Financial Analyst will report on applicant's eligibility, including income level.
2. *Property Eligibility*. The Housing Rehabilitation Specialist will provide a funding recommendation based on results of inspection and pre-construction requirements.
3. *Priority*. The CD rehabilitation staff will determine the order projects will be funded based on the severity and immediate impact to the health, safety, and welfare of the occupants.
4. Once a project has been approved for funding, CD staff will notify the applicant in writing.
5. If a CD loan is being supplemented by another loan, the rehabilitation loan is not considered approved until the loan from the outside lender has been approved. In this case, CD staff shall not advise the applicant concerning approval of the CD loan, nor proceed with any of the rehabilitation work, until the reservation of other loan funds are received.
6. If CD staff determines a CD application cannot be approved, a written statement of the reasons for the determination will be sent to the applicant and made part of the file. CD staff will update the application status in ~~CDM~~ Neighborly Software.
7. The original completed, approved CD application will be retained with the supporting documentation in the application file.

C. Loan Conditions

The specific terms and conditions with respect to a rehabilitation loan are incorporated in the City of Jackson Neighborhood & Economic Operations Application for Housing Rehabilitation Assistance (CD Housing Application). The applicant shall agree, and by signing the CD Housing Application, does agree to:

1. *Civil Rights* - comply with all City requirements with respect to Title VI of the Civil Rights Act of 1964, as amended, to not discriminate upon the basis of race, color, religion, sex, handicap, familial status or national origin in sale, lease, rental, use or occupancy of the subject property.
2. *Equal Employment Opportunity* - abide by the provisions of Executive Order 11246 concerning equal employment opportunity if the sum to be charged for the remediation work is more than $10,000 with respect to a residential property.
3. *Cancellation of Loan* - return of loan proceeds with no right, interest or claim in the proceeds if the loan is cancelled before the rehabilitation work is started.
4. *Use of Proceeds* - shall be used to pay for closing costs, services, and materials necessary to carry out the rehabilitation work for which the loan will be approved.
5. *Completion of Work* - assure that the rehabilitation work shall be carried out promptly and efficiently through written contract let with the prior concurrence of the City.
6. *Ineligible Contractors* - not award any contract for remediation work to be paid for in whole or in part with the proceeds of the loan to any contractor who, at the time, is ineligible under the provisions of any applicable regulations issued by the Chief Building Official, City of Jackson, or specific program regulations, to receive an award of such contract. Contractor requirements are outlined in detail in the Contractor section of these guidelines.

7. *Inspection* - inspection by the City or its designee of the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work.
8. *Records* - keep such records as may be required by the City with respect to the project work completed.
9. *Interest of Certain Federal Officials* - not permit any member of or Delegate to the Congress of the United States, and no Resident Commissioner, to share in any proceeds of the loan, or in any benefit arising from the same.
10. *Bonus, Commission, or Fee* - not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of the loan application, or any other approval or concurrence required by the City or its designee, to complete the project work, financed in whole or in part with the project loan. Not pay any bonus, commission or fee for the purpose of obtaining the Government's approval of the subsidized loan application, or any other approval or concurrence required by the U.S. Government or its designee, to complete the rehabilitation work, financed in whole or in part with the subsidized rehabilitation loan.
11. *Interest of the City* - allow no member of the governing body of the City who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities, to have any interest, direct or indirect, in the proceeds of the loan, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation loan.
12. *Interest of Other Local City Officials* - allow no member of the governing body of the City in which the property to be remediated is situated, and no other City official of the locality who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities to have any interest, direct or indirect, in the proceeds of the loan, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation loan.

The specific terms and conditions with respect to a subsidized loan to a residential property are incorporated in the mortgage or other security instruments as applicable, and the promissory note.

1. *Cancellation Provision* - the City retains the right to cancel a loan subsidy if, within 30 days from the note's execution, the rehabilitation work has not commenced. The City may extend the 30-day period by not more than 30 days due to unforeseen and extenuating circumstances.
2. *Additional Extension* - CD staff shall not grant any further extensions of time without prior written concurrence by the Director of Neighborhood & Economic Operations. If the loan is to be canceled because of failure to begin anticipated rehabilitation work within the allowed period of time, CD staff shall initiate cancellation in accordance with the cancellation procedures outlined in this manual.
3. *Disapproval of Loan Application* - disapproval of any loan application constitutes a formal rejection and CD staff shall advise the applicant accordingly and properly document the file. In the case of special or extenuating circumstances, CD staff may re-examine an application along with the documentation necessary to support the request for reconsideration.
4. *Applicant Cancels Loan Application* - in the event the applicant chooses to cancel the loan application prior to loan closing, CD staff shall document the request with a letter to the applicant.
5. *Default and Foreclosure* - if an owner defaults on a loan and a workout plan to modify the loan terms is not approved, the foreclosure process will be instituted by the City Attorney.

D. Funding of Individual Loans and Management of Escrow Accounts

Once a project is approved for funding, such commitments shall be contained in the financial records prepared by CD financial staff. Financial staff is responsible to prepare, execute, and record with the Jackson County Register of Deeds all loan closing documents. CD financial staff shall also receive and credit all loan payments, monitor payment history, and take such actions necessary to collect delinquent accounts.

CD Program Loan Supplemented by Other Funds

If a CD loan is being supplemented by funds provided by the applicant from a source other than through a recognized lending institution, those supplemental funds shall be deposited into the CD escrow account at the time the CD loan is approved. The deposit must be made before work may begin.

Loan Payments

The first loan payment is due on the first day of the month following the final inspection; the date the final inspection received full approval from the Housing Rehabilitation Specialist will be the determining factor. Subsequent loan payments are due on the first day of every month until the loan is paid in full. Failure to pay the full amount each month the CD finance staff may send the borrower a written notice that borrower is in default. The notice will provide borrower thirty (30) days to bring payments current.

If borrower does not pay the full amount of the delinquent payment to the City within thirty (30) days, the CD finance staff may send a second notice of default and the full remaining balance of the principle and all future advancements shall be paid within thirty (30) days.

Management of the CD Escrow Account

The City shall maintain a single, non-interest bearing bank account as the depository for all supplemental funds provided by the applicant. This account shall be separate and distinct from all other accounts maintained by the City and shall be for the sole purpose of depositing rehabilitation escrow account funds.

1. CD financial staff shall establish and maintain a separate account in the project records for each borrower who has received a CD loan. All receipts and disbursements made on behalf of the borrower shall be recorded in the account and a statement provided to the borrower after final disposition.
2. Disbursements from the CD escrow account shall be by check to the payee for the following purposes, as may be appropriate:
    a. Pay settlement or closing costs of the loan.
    b. Make progress and final payments for rehabilitation work. Progress payments may be equal to 90% of the work satisfactorily completed up to a total of 80% of the contract.
    c. Reimburse the City for advanced loan expenses, such as a title search or credit report.
    d. Close out the CD escrow account by appropriately disbursing any unused funds remaining in the CD escrow account.
3. Disbursements by the City:
    a. The CD Department, upon receipt of valid and approved invoices, shall request a check from the City Accountant for the payment of completed and approved work and services. The CD Department shall secure the endorsement of the borrower and shall transmit the endorsed check to the payee except as otherwise provided for in paragraph 5.
    b. A check to return to the borrower unutilized funds in the rehabilitation escrow account shall be made payable to the borrower and/or the borrower and the lender, as appropriate.

4. After securing the borrower's endorsement on the check(s), the CD Department shall transmit the check(s) to the payee. Checks which include any amounts previously withheld from progress payments shall be accompanied by an explanation of the computation.
5. If unutilized funds remain in the CD escrow account because the actual rehabilitation costs were less than anticipated or for other reasons, the unutilized funds shall be disbursed as follows:
    a. A check to be applied to the CD loan amount shall be made payable jointly to the borrower and the Lender and transmitted with instructions the check shall be applied to the reduction of the principal balance.
    b. If funds were provided by the owner, a check to return supplementary funds to the owner shall be made payable only to the owner and transmitted with a letter of explanation.
    c. Unutilized loan funds not in escrow which have been committed will be de-obligated.

E. Loan Security

In order to create a valid lien on a rehabilitated property, the City must exercise extensive care in the execution of the Mortgage and Mortgage Note. Any inaccuracy or omission may have a negative effect on the validity of the lien.

1. Property description in the Mortgage and Mortgage Note shall accurately reflect the legal description provided by the title company on improved property and exclude any other property owned by the applicants. Legal descriptions must match that provided in the title work; legal descriptions defined by the City for taxing purposes may not be used.
2. Notarized signatures shall include, as applicable, all joint tenants, and both spouses.
3. Principal sum on Mortgage Note shall accurately reflect the amount of the loan.
4. Evidence of recordation of the Mortgage shall be maintained in the property file in the CD Department.
5. If the project requires change order(s) equaling $3,000 or less, the cost of the change order(s) shall be a grant to the property owner and not affect the original Mortgage and Mortgage Note.
6. If the project requires change order(s) in excess of $3,000 to successfully complete the rehabilitation, a new Mortgage and Mortgage Note must be prepared.
    a. After successful completion of the project, the new Mortgage and Mortgage Note must reflect the original loan amount, less any payments received, plus the total amount of the change order(s).
    b. The term of the loan will re-start and the owner's monthly payments updated to ensure the repayable portion of the loan is paid in full within the maximum period allowed by each program type.
    c. Notarized signatures must be obtained for all persons who signed the original Mortgage and Mortgage Note.
    d. A discharge of the original Mortgage must be prepared and recorded with the Jackson County Register of Deeds after signatures are obtained on the revised Mortgage and Mortgage Note.
    e. The revised Mortgage must be recorded with the Jackson County Register of deeds after the discharge has been recorded. Recording can be consecutive as long as the discharge is recorded first and the revised Mortgage recorded second.

F. Discharge of Mortgage

Upon completion of the loan term or upon an approved sale or transfer of the property, CD staff will execute paperwork to discharge the recorded mortgage. The mortgage discharge will be submitted to the Jackson County Register of Deeds and the original mortgage will be mailed to the property owner.

G. Subordination of Loans

Periodically the City of Jackson is requested to subordinate a rehabilitation mortgage in order for a homeowner to lower the interest rate of their first mortgage. The City will only subordinate when the homeowner's new first mortgage is equal to or less than the current principal amount due on their current first mortgage. Reasonable and customary closing costs may be added to the new first mortgage.

The City's Subordination Policy objectives are to further assist low- to moderate-income homeowners who want to lower their mortgage payments, protect the City's outstanding rehabilitation loans, and ensure housing standards are being maintained.

Therefore, in order to satisfy these objectives, the City of Jackson will require homeowners who have signed a rehabilitation mortgage and are requesting the City subordinate its mortgage loan meet the following conditions: exterior condition of the property to be maintained to CEX standards, and there are no delinquent property taxes, special assessments or accounts receivable.

Furthermore, lenders or homeowners who are requesting that the City of Jackson subordinate a Housing Rehabilitation mortgage must adhere to the following procedures:

1. Contact the City of Jackson Neighborhood & Economic Operations Department at (517) 788-4060, to request a copy of the City of Jackson Subordination Policy and Subordination Agreement Form.
2. Send or return to the address below the following documents:
    a. The Lender's title search or other document showing all current debt on the property, the amount of the loan being paid off and the new loan amount.
    b. A $125.00 non-refundable housing inspection and processing fee is required from the Lender. Payment must be in the form of cash, certified check or money order.
    c. Current homeowner's insurance showing the City of Jackson as an additional insured.
    d. Completed Subordination Agreement.
    e. Good Faith Estimate.
    f. Settlement Statement (HUD-1).
3. Upon receipt of a completed application, CD will contact the Housing Inspection Division to schedule a housing inspection. The Housing Inspection Division requires advance notice of 72 hours to arrange the housing inspection. The Housing Inspection Report is a condition upon which the City will subordinate its mortgage and attest that the property's exterior on which the City is subordinating the mortgage is maintained to CEX standards. A Housing Inspection can only be scheduled upon receipt of a completed application and payment of the $125.00 processing/inspection fee.
4. A completed Inspection Report will be mailed to the applicant within five (5) business days after the CD Department has received a completed application. An Inspection Report that meets CEX standards as well as indebtedness to the City will be accompanied by a signed Subordination Agreement. Inspection Reports not meeting the City's terms and conditions for subordination will specify the reason for denial.
5. The City will reconsider the request for subordination of its mortgage only after the conditions for denial have been addressed to the City's satisfaction. Conditions of denial can be satisfied once the

property owner removes all CEX exterior violations or provisions are made for the removal of all CEX exterior violations through a fully executed construction contract with all repair costs escrowed through a title company or authorized agent that is to the City's satisfaction.

In addition, delinquent property taxes, utility bills, and/or special assessments may be addressed through proof of payment arrangements with the appropriate City departments or other governmental agencies. Evidence and condition of payment arrangements must be approved by CD.

6. The City will record the subordination agreement with the Jackson County Register of Deeds and provide the original to the property after recording. The City of Jackson will not subordinate to a reverse mortgage and reserves the right to deny a subordination request for any reason it believes will or may jeopardize the repayment of its rehabilitation mortgage.

   Send all correspondence, documents, and payment to:

   ~~Neighborhood & Economic Operations~~ Community Development Department
   Attn: Subordination Agreement
   Jackson City Hall, 3rd Floor
   161 W. Michigan Avenue
   Jackson, MI 49201

~~VIII~~IX. Contract Award, Loan Closing, Notice to Proceed

A. Award of Contract

1. Contracts are awarded to the lowest responsible bidder within the parameters of these guidelines. In determining the lowest responsible bidder, CD rehabilitation staff shall consider, in addition to price:
    a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
    b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
    c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
    d. The quality of performance of previous contracts or services;
    e. The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service;
    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
    g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
    h. The ability of the bidder to provide future maintenance and service for eighteen (18) months after completion of work;
    i. The number and scope of conditions attached to the bid.
2. The property owner has the option to select a qualified contractor who participated in the bidding process even if it is not the lowest in price. However, the difference in cost between the lowest price and the contractor's bid selected by the homeowner is the responsibility of the homeowner and may not be made part of the rehabilitation loan.
3. The Contractor is ultimately responsible for the bid and its content that encompasses the entire project. This includes site familiarity, inspection, review of the scope of work, measurements and quantities, facilities, materials, equipment, labor, power, water, if required, as well as those listed by subcontractors within the bid document.
4. Before award of a contract, CD must ensure the responsible low bidder (or alternate contractor selected by the homeowner) is not debarred from performing federally funded contracts through www.sam.gov.
5. The contract shall be awarded after the applicant has properly executed the rehabilitation loan.

B. Pre-Construction Conference and Loan Closing

CD finance staff shall schedule a pre-construction conference at the project property to be attended by the homeowner, contractor who submitted the winning bid, CD finance staff, and the Housing Rehabilitation Specialist. The purpose of the meeting will be to extensively review the scope of work, construction contract, and loan documents.

1. Obtain the homeowner's and contractor's signature on three (3) copies of the rehabilitation work contract with fully signed originals distributed to:
    a. Contractor;
    b. Homeowner;
    c. File.

2. Discuss permit requirements, if any. It is the contractor's responsibility to obtain any and all permits required for the project and to request inspections from the appropriate trades inspector at the appropriate times during the course of permitted work, including a final inspection.
3. **Remind both the homeowner and contractor that under no circumstance may an outside agreement exist between the homeowner and contractor or other agency during the construction period. Failure to comply with this provision will result in the termination of the contract and require immediate repayment of the funds expended by the City of Jackson.**
4. If any item in the work specifications requires a color or material selection, the contractor must work directly with the homeowner to obtain their preferences.
5. If temporary relocation is required as part of the project, explain the requirements of relocation and discuss if temporary housing and a food allowance will be needed or if homeowner would opt for a stipend if they are able to be temporarily housed by friends or family.
6. Review and obtain homeowner signatures on various documents necessary to perfect the loan closing which includes, but may not be limited to, the following:
    - Certification of Application;
    - Truth in Lending Disclosure Statement;
    - Good Faith Estimate;
    - Acknowledgement of Receipt of Subordination Policy.
7. Execute the Mortgage Note and Mortgage. Provide copy of unrecorded, signed Mortgage Note and Mortgage to homeowner.
8. Execute and issue the Notice of Award; provide copy to homeowner and contractor.
9. Explain the homeowner's 3-day right of rescission and execute the Notice of Right of Rescission in triplicate. Provide homeowner two (2) copies of the Notice of Right of Rescission and retain one (1) copy containing the original signature documenting receipt in the project file.
10. Sign the Notice to Proceed which will be held by CD until the expiration of the rescission period.
11. If the homeowner does not rescind the loan, record the Mortgage at the Jackson County Register of Deeds after expiration of the rescission period and issue the Notice to Proceed.

C. Notice to Proceed

The Notice to Proceed order for a rehabilitation construction contract shall be executed by the borrower at the loan closing and issued by CD to the contractor after the expiration of the rescission period and recording of the Mortgage. The start of construction must begin within 30 days or less from the date of the Notice to Proceed.

~~I~~X. Relocation

Temporary relocation is required only when it is essential to the safety of the occupants as determined by the City.

A. Introduction to Temporary Relocation

All evaluation, lead-hazard control activities, risk assessments, and interim controls will be performed based on the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing and will comply with the rules and regulations set forth by the State of Michigan.

This policy has been prepared to provide information regarding the requirement for the protection of occupants of dwelling units undergoing lead-based paint hazard remediation as provided under the Title X of the Housing and Community Development Act of 1992, Section 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 where relocation assistance is necessary.

Temporary relocation will be provided only when it is essential for the safety of the occupants as determined by the City of Jackson. Relocation assistance will be based on the amount and type of lead-based paint remediation. In some instances, families will need to temporarily move out of the home while interior lead remediation and/or cleaning is being conducted and until clearance testing shows that it is safe for the family to move back in. Relocation will not be necessary for all projects.

The Temporary Relocation Policy is designed to make relocation as convenient and pleasant for the family as possible. CD will assist the family in all relocation activities. CD staff will determine whether relocation will be necessary and what benefits will be provided, on an individual basis, to meet the specific needs of each family.

B. Relocation Criteria, Benefits, and Services

Final decisions about eligibility for temporary relocation assistance will be determined on a case-by-case basis. In general, appropriate temporary relocation services will be provided if unit occupants are not able to successfully find their own accommodations. Relocation will be required if the remediation plan designates disturbance of lead-based paint in any of the following:

1. The only bathroom or all bathrooms the dwelling unit;
2. Sleeping areas for which there are not sufficient alternatives within the residence; or
3. The kitchen, if alternative arrangements for meals cannot be conveniently provided.

Temporary Relocation Benefits

Temporary relocation benefits will be based on the amount and type of lead-based paint remediation. Therefore, ONLY City staff make that determination. Temporary relocation benefits will be for eligible family members only. Temporary relocation benefits may include temporary housing and a daily food allowance for each family member.

Relocation Services

If occupants cannot safely live in a dwelling unit during lead hazard control work, they must be relocated to a suitable dwelling unit until the work is completed and the dwelling unit has passed a clearance examination.

1. Families will be referred to pre-selected dwellings by the City of Jackson.

2. Relocated families will be reimbursed for meals during the period of temporary relocation; a copy of all restaurant receipts is necessary for reimbursement. If the family purchases groceries instead of eating at restaurants, a copy of the grocery receipt is required for reimbursement. Ineligible purchases include, but may not be limited to, the following:

   a. Alcohol;

   b. Tobacco products;

   c. Other non-food items.

   Funds will be disbursed on a reimbursement basis at the end of the relocation but may not exceed the amounts listed below.

3. Residents must find safe, suitable lodging for all indoor pets with friends, relatives, or others during the temporary relocation. All indoor pets must be removed from the premises during lead remediation work and/or dust cleaning activities. Animals normally kept outdoors may be left on the premises if arrangements can be made for their care. The City of Jackson will not provide benefits for the relocation of indoor pets.

Food Allowance

A daily food allowance for each family member (as documented at the initial interview) will be determined. Funds will be made available to the head of household as a reimbursement after the completion of the relocation activities. NOTE: Funds will be processed upon receipt of meal receipts from the client for all family member meals. Processing of reimbursement checks can take 2-3 weeks to receive.

Food Allowances per Person

	Breakfast	Lunch	Dinner	Daily Total
Adults (Children 13 and over)	$13.00	$14.00	$23.00	$50.00
Children (12 and under)	$6.50	$7.00	$11.50	$25.00

IMPORTANT: Relocation payments are not considered as income for Federal or State Income Tax purposes. They do not influence eligibility for Social Security payments, welfare or other related government assistance.

Stipend

The City of Jackson will issue a $500 stipend to homeowners who agree to participate in cost-saving measures by waiving their claim to temporary relocation expenses and agreeing to take full financial responsibility for temporary relocation expenses during the lead-based paint remediation of their home. The stipend will be issued upon completion and clearance of the lead remediation.

C. Eligible and Ineligible Costs

Eligible Costs

The following items are included as part of the relocation assistance funding offered by CD:

1. Cost of partner hotel room and taxes;
2. Reimbursement for meals using the food allowance table.

Ineligible Costs

The following items are not included as part of the relocation assistance funded offered by the CD:

1. Any calls made from the temporary dwelling unit (hotel);
2. Damages caused by the head of household, family or guests to the temporary dwelling unit;
3. Movies, internet service, room service, or other charges billed to the room;
4. Boarding of pets during lead hazard control work and/or lead dust cleaning;
5. Charges for any person not listed on the relocation contract;
6. Room charges for extended hotel stay not previously authorized by the City of Jackson and documented with a new signed relocation contract that indicates the new dates of relocation;
7. Transportation charges incurred by the family for travel to and from the relocation site;
8. Other charges or costs incurred that are not outlined in this relocation assistance policy.

Any charges incurred during the hotel stay that are not a covered benefit will be the responsibility of the client and will require payment at the time of checkout. Interference by the client in the progress of lead hazard control work and/or cleaning and clearance procedures that result in an extended relocation stay and additional hotel room charges will be the client's responsibility.

XI. Construction Inspection and Contractor Payment

A. Construction Inspections

Responsibility for Making Inspection

The Housing Rehabilitation Specialist shall make inspections of construction work in all cases involving a CD rehabilitation loan. To accomplish this, the Housing Rehabilitation Specialist shall make:

1. Interim compliance inspections, as necessary, to assure that the construction work is being completed in accordance with the construction contract, but in no case than once per week.
2. A final inspection to determine that the construction work has been completed in accordance with the construction contract. The Housing Rehabilitation Specialist and any specialists from CD, as may be required, shall accompany the Housing Rehabilitation Specialist on the final inspection and shall provide the Housing Rehabilitation Specialist with a written report of their findings.

Certification of Final Inspection

After the Housing Rehabilitation Specialist determines that the rehabilitation work has been fully and satisfactorily completed and the final inspection report obtained, the Certificate of Final Inspection (or equivalent) shall be prepared (original and two copies). The Certificate of Final Inspection shall be distributed as follows:

- Signed original to the owner.
- Signed copy retained in the project file.

Supplemental Inspections

In some cases defects and inadequacies in the construction work, not apparent at the time of final inspection, may become apparent after final payment for the work has been made and the Certificate of Final Inspection issued. Most of these problems should be minor, such as doors and windows that stick after painting. However, others are serious, such as roof leaks not ascertainable until after a rain, defects in a heating system installed during the non-heating season that were not revealed in the limited tests after installation, and plumbing leaks that were not detected in the final inspection.

The Housing Rehabilitation Specialist shall notify the contractor in writing of any defects to be corrected and shall stipulate the time period for correction. In emergency situations, including but not limited to, roof leaks, furnace failure, plumbing leaks, etc., the Housing Rehabilitation Specialist will necessitate immediate attention.

B. Contractor Payment

Inspection for Progress Payments and Final Payment

Inspection of construction work shall be made in accordance with the following:

1. *Progress Payments*: Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. A compliance inspection of the rehabilitation work shall be made before the City makes a progress payment on a contractor's invoice. The Housing Rehabilitation Specialist shall prepare an inspection report (original and one copy) for cases involving a rehabilitation loan.
    a. If the inspection report indicates the work completed is satisfactory, CD financial staff shall draw a progress payment on the escrow account check payable to the borrower and the intended payee.
    b. If the work completed is not in accordance with the construction contract for a progress payment, the Housing Rehabilitation Specialist shall advise the contractor of any noncompliance in the

construction work, or of an incorrect invoice submitted by the contractor. The Housing Rehabilitation Specialist shall request appropriate corrective action from the contractor. No payment shall be made on a construction contract until the contractor has satisfactorily completed the necessary corrective action.

2. *Upon Completion of the Rehabilitation and/or Lead Clearance Report*: The contractor shall submit a final invoice for all the work completed in accordance with the contract. The Housing Rehabilitation Specialist shall then arrange for a final inspection the work. Attendance by the contractor during the final inspection is at the discretion of the Housing Rehabilitation Specialist. Prior to payment of the contractor's final invoice, the Housing Rehabilitation Specialist will obtain a Homeowner Satisfaction form from the homeowner.
3. *Final Payment*: When the final inspection determines the work is satisfactorily completed in accordance with the contract, the Housing Rehabilitation Specialist shall obtain from the contractor a full, unconditional release of liens and a copy of each manufacturer's warranty, if any. After receipt of the release of liens, including releases from all subcontractors and suppliers (if applicable) and a copy of each warranty, CD shall make final payment. CD shall then prepare the Certificate of Final Inspection (or equivalent).
4. *Homeowner Satisfaction*. In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with the City of Jackson Chief Building Official within five (5) calendar days. Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

C. Warranty

All work performed by the contractor is covered by an eighteen (18) month warranty. The contractor may be required to correct significant defects and inadequacies in the work performed under the contract. For this reason, the Housing Rehabilitation Specialist shall inform the owner in writing of warranty requirements upon completion of the rehabilitation.

Any defects that appear within the warranty period and arise out of improper workmanship shall be corrected and made good by the contractor at his/her expense.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Approve updated 100 Homes program guidelines

Recommendation:

Approve updated program guidelines for the City of Jackson 100 Homes Program

Approve updated program guidelines for the City of Jackson 100 Homes Program.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the updated program guidelines for the City of Jackson 100 Homes Program.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: November 18, 2025

RECOMMENDATION: Approve updated program guidelines for the City of Jackson 100 Homes Program

---

ISSUE STATEMENT

At their meeting on June 13, 2023, the Jackson City Council approved the program guidelines for the 100 Homes Program. The 100 Homes Program officially launched in late Fall 2023. Since that time over 1,700 families have applied for assistance under the program. To date, 53 families have been approved for assistance, 31 homes have been completed and sold, and 22 homes are either under construction or planned for construction. Periodic updates of the program guidelines are needed, and City Council is hereby presented with a draft for consideration.

DESCRIBE THE CONSEQUENCES

Program guidelines for various HUD-based programs (currently administered by the City) should be reviewed on a regular basis for necessary updates. The ARPA-funded 100 Homes Program is no different, and failure to make the suggested updates could result in uncertainty for applicants and program staff. In addition, the suggested updates follow ARPA-recommended practice and have been drafted under consultation with City staff. Finally, the Community Development Department wants to make program application and administration streamlined and stress-free to participants. These recommended program guidelines provide updated program rules and regulations that will benefit applicants.

OWNERSHIP

The City of Jackson Community Development Department manages the 100 Homes Program. Staff identified various necessary updates within the existing program guidelines, and the responsibility for suggesting changes rests with program staff.

SOLUTION

Interest in the 100 Homes Program continues to be strong. The Community Development Department works to ensure a streamlined application/approval process and a stress-free

construction process. Approving the recommended program guidelines updates will allow this already successful program to adapt and better serve our current and future residents.

FACILITATE IMPLEMENTATION

Requested action is for City Council to approve the updated program guidelines for the City of Jackson 100 Homes Program.

ATTACHMENTS

1. 100 Homes Program Guidelines (REVISED), November 2025

CITY OF JACKSON
Founded 1829

Community Development Department
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

Program Guidelines, 100 Homes Program

I. Executive Summary

A. Overview

These Program Guidelines provide guidance to the City of Jackson's Community Development Department to administer financing for the 100 Homes Program. Funding is provided by the U.S. Department of the Treasury's American Rescue Plan Act (ARPA) funds, and is allocated to specific activities by the Jackson City Council. All new home construction assistance under this program must meet guidelines and regulations established by the funding source as well as requirements contained within this manual.

Staff from the Community Development Department must certify that program recipients meet the standards set forth by the U.S. Department of the Treasury and the City of Jackson eligibility requirements. The following Program Guidelines have been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program's purpose.

B. Background

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson through the development of housing goals and objectives catered to low and moderate-income residents. Chapter 14, Article IX, Section 14-702, of the City of Jackson Code of Ordinances dictates the AHDB shall oversee and administer the City's affordable housing fund, provide for the preservation and development of affordable housing, and ~~to~~ make recommendations to the City Manager and City Council on programs, policies, expenditures and projects to create decent, safe, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse for assistance with the expenditure of its ARPA funds. Guidehouse was tasked with conducting a City-wide housing assessment, and a draft of their "Housing Strategy and Policy Framework" was presented to the AHDB for review in November 2022. This comprehensive, data-driven analysis of Jackson's current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including:

- The construction of 1,500 new units;
- The preservation of 3,000 existing units;
- A first-time homebuyer program; and,
- A public land strategy.

Between 2012 and 2017, the City of Jackson utilized federal Troubled Assets Relief Program (TARP) funds, combined with other program dollars, for a large-scale demolition program in an effort to remove blight residential neighborhoods. The City currently owns roughly 600 clean, buildable vacant residential lots for the reconstruction of its neighborhoods.

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board to allocated $2.5 million in buyer supports for a discount homebuilding program, referred to here as the "100 Homes Program." These funds are part of the ARPA dollars apportioned to the City of Jackson in response to the recent Coronavirus pandemic.

C. Goals and Objectives

The 100 Homes Program aims to construct 100 new houses in the City of Jackson from 2024-2026, utilizing vacant City residential lots. All homes will be sold to qualified buyers earning between up to 120% of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and must be owner-occupied. Acknowledging the need to keep these homes affordable, the City of Jackson will provide $25,000 down-payment assistance per home (up to 100 Homes). All funds for this program must be expended by December 31, 2026.

The City recognizes that homeownership stabilizes families, builds neighborhoods, strengthens communities, and provides the opportunity for generational wealth. The City of Jackson also recognizes that down-payment assistance alone may not be enough to make a home truly affordable for Jackson families. Working as a facilitator, the City of Jackson will oversee this program with the support of many uniquely positioned groups, including builders, financial institutions, and others as needed.

D. Authorization to Proceed

Approval of this Policy and Procedure Manual by the Jackson City Council authorizes staff of the Community Development Department to administer the 100 Homes Program. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting. The Jackson City Council may waive any local policy set forth in this Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

II. Partners

The 100 Homes Program will create a path to affordable home ownership through partnerships and collaboration. All entities will work together to offer financial supports and other homebuyer assistance through a multi-layered approach. This program will be successful if each partner recognizes their unique role in the process and works together with all participants to achieve the common goal of affordable home ownership. Partnerships will be codified through written agreements, such as a Memorandum of Understanding or Memorandum of Agreement. Detailed responsibilities are set forth in subsequent sections of this Program Guide.

A. City of Jackson

The City of Jackson will serve as the program facilitator to ensure partners work in unison to achieve the stated goals of the 100 Homes Program. Residentially-zoned vacant lots owned by the City will be selected at the City's sole discretion to offer for program use.

City staff will negotiate set construction prices with Developers for the 100 Homes Program. In addition to a discounted lot price, numerous incentives will be offered to the Developer, such as a curb cut for the driveway, sidewalk repairs, one (1) street tree, and water/sewer connections at no cost. Developers will also receive priority site and building plan reviews.

The City will establish and maintain a list of pre-qualified homebuyers and facilitate access to homebuyer education classes, counseling, and other assistance deemed necessary to prepare purchasers for homeownership. The City will also seek out additional financial supports, and will work to bring developers and homebuyers to successful home closings.

The City of Jackson does not discriminate against any individual or group because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

B. Developers

Developers in the 100 Homes Program will be expected to construct quality homes at a pre-determined price negotiated with the City. Homes must meet all federal, state, and local codes imposed by the City. Developers will fully finance all projects with no subsidy from the City, recouping its construction costs upon sale of the property to the homebuyer.

C. Financial Institutions

Financial institutions participating in the 100 Homes Program will work directly with the City, offering mortgage products affordable to the qualified purchaser.

D. Homebuyers

Homebuyers participating in the 100 Homes Program must adhere to the income qualification requirements, which may not exceed 120% AMI. The purchaser must also successfully complete

homebuyer education and other classes deemed necessary. Purchasers must use the property as their primary residence during the five (5) year period of affordability.

III. The Home

A. Site Selection and Plans

All lots will be preselected by the City of Jackson Community Development Department. Properties must remain owner-occupied for the duration of the affordability period. All home designs shall be pre-approved by the City of Jackson Community Development Department, and shall meet all building design standards as set forth in Chapter 28, City of Jackson building code.

B. Home Design

A mixture of one and two-story homes will be constructed, matching the overall neighborhood fabric of their locations. Two-story homes will have a minimum of three (3) bedrooms and one-and-one-half (1.5) bathrooms. One-story homes will have a minimum of two (2) bedrooms and one-and-one-half (1.5) bathrooms. All homes must also have a detached shed for storage. Additional minimum requirements shall include:

1. Concrete or asphalt driveway
2. Full basement
3. Covered front porch
4. Front and rear entrance with necessary landing

Certain home upgrades may be made available by the developer, and program participants shall have the right to include any optional builder-approved upgrades at an additional cost to be incurred by the buyer. The City of Jackson will work with selected builder(s) to ensure homes are of quality construction and meet all necessary federal, state, and local building codes.

C. Developer Incentives

The City of Jackson shall provide certain site improvements, including:

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

IV. Developer Guidelines

One or more pre-qualified Developers will be selected by the City of Jackson to participate in the 100 Homes Program through an RFP process.

A. Basic Requirements

To be eligible for participation in the 100 Homes Program, all Developers and their subcontractors must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by the State of Michigan or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.
2. Possess "tools of the trade" which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The Developer is responsible for obtaining all permits and/or submitting design review documents as required.
7. The Developer shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The City's Chief Building Official and/or Trades Inspector will require notification for certain critical inspections, completion of progress work and completion of final work. Failure to contact the Chief Building Official or Trades Inspector for such an inspection may result in critical delays.
8. The finished product must secure a Certificate of Occupancy before being offered for sale. Upon the sole discretion of the Chief Building Official, a Temporary Certificate of Occupancy may be used to begin the sale process; however, a full Certificate of Occupancy must be issued by the closing date.

B. Equal Opportunity

The Developer and its subcontractors shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and its subcontractors also agree~~s~~ to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause. All solicitations or advertisements for employees placed by or on behalf of the Developer and its subcontractors, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Developer and its subcontractors shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972.

C. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any builder or builder's family.

D. Insurance

The Developer will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, the other insurance shall be excess insurance only. The Developer shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that it will protect the Developer, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Developer shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Developer shall submit all insurance policies for review. The amounts and types of such insurance required shall be in accordance with ~~all~~ the City of Jackson's Purchasing Manual.

V. Program Administration

A. Basic Requirements

City staff will:

1. Establish coordinated prequalification requirements, in accordance with State and Local Fiscal Recovery Fund guidelines, for all potential homebuyers and maintain a pool of qualified buyers.
2. Facilitate access to homebuyer education classes and other assistance as needed to prepare buyers for homeownership.
3. Participate in all necessary closings with title company
4. Market program through print and digital communication

5. Follow all federal guidelines related to this program, including all reporting requirements established by the U.S. Department of the Treasury

B. Layered Supports

The City recognizes that homeownership stabilizes families, builds neighborhoods, strengthens communities, and provides the opportunity for generational wealth. The City of Jackson also recognizes that down-payment assistance alone may not be enough to make a home truly affordable for Jackson families. The City will seek out additional financial supports for homebuyers, in an effort to lower both the overall cost of the new home purchase, and the monthly expenses required to maintain the home long-term. This complete outline of available financial supports shall be provided to prospective homebuyers. Please note, homebuyers are not required to accept any/all layered supports offered should they wish to purchase a new home built for this program. However, anyone accepting any/all supports offered must meet all additional income qualification requirements, as stated in sections II and VI.

C. Participant Qualification Requirements

The following basic requirements must be met by all prospective homebuyers:

1. Combined household income may not exceed 120% AMI, adjusted for household size.
2. Once sold, the property must be the primary residence of the homeowner.
3. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.

D. Intake

All intake procedures shall be determined and administered by City staff, and shall meet all requirements set forth by the U.S. Department of the Treasury. Household income level must be documented using HUD's Income Eligibility Calculator found at https://www.hudexchange.info/incomecalculator/. Results must be kept on file electronically with a printed copy placed in the applicant's file.

E. Income Guidelines

Verification and certification of income is required to determine program eligibility. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance. The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

F. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.

VI. Homebuyer

A. Basic Requirements

All income-eligible buyers may participate in the 100 Homes Program. The following basic requirements must be met by any/all homebuyers:

1. Combined household income may not exceed 120% AMI, adjusted for household size.
2. The property must be the primary residence of the property owner.
3. Verification and certification of income is required to determine program eligibility.
4. Applicants must complete three steps for program acceptance, including eligibility approval (City), homebuyer education (buyer), and mortgage approval (lender).
5. See section V (above) for additional income verification and initial application requirements.

B. Construction Timeline

All approved participants must select a current City-owned lot and sign a purchase agreement with a program builder within 60 days of official program acceptance. Should an approved participant fail to select and lot and sign a purchase agreement within that time, they will be withdrawn from the 100 Homes Program and are welcome to reapply in the future, should down payment funds still be available. Any applicant approvals occurring after January 1, 2026 may be subject to different program rules and timelines, as determined by City of Jackson staff.

C. Down Payment Assistance

The City of Jackson will provide $25,000 down-payment assistance per home (up to 100 Homes). Funds can only be applied to the purchase price of a new-construction home built by a City-approved builder as part of the 100 Homes Program. The City's down payment assistance can only be used to pay for the actual cost of the home, certain builder upgrades, and reasonable closing costs. A portion of the $25,000 City of Jackson down-payment assistance must be applied to the actual non-upgraded cost of the home. Buyers shall not receive monies from any portion of the ARPA-funded down-payment assistance at closing. Homebuyers receiving City of Jackson financial support as part of the 100 Homes Program may not receive

additional housing and/or property-related financial assistance from the City for a period of five (5) years from the date of closing.

D. Repayment of funds

The grant amount provided as down-payment assistance must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower's principal place of residence.

The required grant repayment amount will decrease by 1/60th each month, beginning one (1) month after the date of closing. 0% repayment will be required at the conclusion of five (5) years. Any grant funds repaid as part of the 100 Homes Program shall be considered program income, and specific uses for said funds shall be restricted to ~~ARPA-funded~~ housing-related programming.

If the homeowner dies, the City of Jackson may approve assumption of these responsibilities for the duration of the affordability period, under the following circumstances:

1. An heir to the property lives in the house, is income eligible, and will use the home as their primary residence
2. An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

The homeowner shall reserve the right to refinance the original mortgage during the five-year residency period, provided there is not a change of ownership and/or no home equity funds are received by the homeowner as part of the refinancing.

Any discovery of false reporting on an application for assistance determined within five (5) years after the completion of a project will result in the required repayment of all assistance provided.

E. Support Opt-Out

Homebuyers are not required to accept any/all layered supports offered should they wish to purchase a new home built for this program. In the case of complete homeowner support opt-out, all income, asset, debt-to-income ratio, and down payment assistance repayment requirements will not apply. However, anyone accepting supports offered by the City of Jackson as part of the 100 Homes Program must meet all additional income qualification requirements (as stated in section V above) and complete all homebuyer education courses (as needed).

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Approve updated expanded rehabilitation program guidelines

---

Recommendation:

Approve updated program guidelines for the City of Jackson ARPA-funded Expanded Housing Rehabilitation Program.

Approve updated program guidelines for the City of Jackson ARPA-funded Expanded Housing Rehabilitation Program.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the updated program guidelines for the City of Jackson ARPA-funded Expanded Housing Rehabilitation Program.

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

JG

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Shane LaPorte, Director of Community Development

DATE: November 18, 2025

RECOMMENDATION: Approve updated program guidelines for the City of Jackson ARPA-funded Expanded Housing Rehabilitation Program.

ISSUE STATEMENT

At their meeting on October 24, 2023, the Jackson City Council approved the program guidelines for the ARPA-funded Expanded Housing Rehabilitation Program. This program officially launched shortly thereafter, and countless families have received assistance with major component replacement in owner-occupied and non owner-occupied properties. Periodic updates of the program guidelines are needed, and City Council is hereby presented with a draft for consideration.

DESCRIBE THE CONSEQUENCES

Program guidelines for various HUD-based programs (currently administered by the City) should be reviewed on a regular basis for necessary updates. The ARPA-funded Expanded Housing Rehabilitation Program is no different, and failure to make the suggested updates could result in uncertainty for applicants and program staff. In addition, the suggested updates follow ARPA-recommended practice and have been drafted under consultation with City staff. Finally, the Community Development Department wants to make program application and administration streamlined and stress-free to participants. These recommended program guidelines provide updated program rules and regulations that will benefit applicants.

OWNERSHIP

The City of Jackson Community Development Department manages the Expanded Rehabilitation Program. Staff identified various necessary updates within the existing program guidelines, and the responsibility for suggesting changes rests with program staff.

SOLUTION

Interest in the City's various rehabilitation programs continues to be strong. The Community Development Department works to ensure a streamlined application/approval process and a

stress-free projects. Approving the recommended program guidelines updates will allow this already successful program to adapt and better serve Jackson residents.

FACILITATE IMPLEMENTATION

Requested action is for City Council to approve the updated program guidelines for the City of Jackson ARPA-funded Expanded Housing Rehabilitation Program.

ATTACHMENTS

1. ARPA SLFRF Rehab Guidelines (revised 11.18.2025)

I. Introduction

A. Overview

This Policy and Procedure manual provides guidance to the City of Jackson's Community Development Department (CD) to administer financing for the rehabilitation of owner-occupied and renter-occupied housing. Funding is provided by the U.S. Department of Treasury's American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) at 31 CFR Part 35, as amended. ARPA SLFRF was allocated to specific activities by the Jackson City Council on March 7, 2023. All housing rehabilitation assistance activities must meet guidelines and regulations established by the funding source as well as requirements contained within this manual. This manual is separate and unique from the City's CDBG and HOME grants from HUD.

CD grant administrators must certify that program recipients meet the standards set forth by Treasury and the City of Jackson eligibility requirements. The following ARPA Policy and Procedure Manual has been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program's purpose.

B. Definitions

Applicant – a property owner who has applied for program assistance. Used interchangeably with "homeowner" or "property owner."

Area Median Income (AMI) – the midpoint of the region's income distribution, calculated by a household's gross income. Income limits are published annually by HUD based on a metropolitan area and adjusted for family size. See https://www.huduser.gov/portal/datasets/il.html.

Asset -- a resource with economic value that an individual owns or controls with the expectation that it will provide a future benefit.

Asset Test – if an applicant's current assets total in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for assistance.

Borrower – a property owner who has received program assistance in the form of a loan/grant.

Closing Costs - also called settlement costs, are defined as those costs, other than repair costs, required to process and complete a rehabilitation grant or mortgage loan. This includes, but may not be limited to, recording fees, title work, credit reports, appraisal, survey, etc.

Construction - The process of building, altering, repairing, improving, or demolishing any structure or building.

Contract – a legal instrument by which the City of Jackson purchases services needed to carry out the project or program under a Federal award.

Contractor – generally, an entity that receives a contract.

Code Violation - an existing condition which does not meet the requirements of the City of Jackson Code of Ordinances Building and Building Regulations (Chapter 5), Refuse (Chapter 12), Housing (Chapter 14), Nuisances (Chapter 17) and Zoning (Chapter 28).

Extenuating Circumstances - a situation beyond the control of the affected person as determined by the Jackson City Council.

Family – all persons living in a household who are related by birth, marriage, or adoption.

Food Allowance – funds provided to families for meals during the temporary relocation period, based on the established schedule for the number and ages of persons in the family.

Head of Household – a filing status for individual U.S. taxpayers who are either married or unmarried and pay more than half the costs of keeping up a home for the tax year.

Homeowner – a property owner who has applied for program assistance. Used interchangeably with "applicant."

Household – all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. Persons not counted as part of the household are foster children, foster adults, live-in aides, or children of live-in aides. A child subject to a shared custody agreement in which the child lives with the household at least 50% of the time can be counted in the household.

Household Income – annual income from each member of the household 18 years of age or older is considered. Income of persons not counted as part of the household (see "Household" definition) is not included when calculating annual income. Income limits are adjusted by household size.

Housing Rehabilitation Specialist –the City staff person responsible for all construction related activities, including, but not limited to, inspecting the property, creating work specifications and cost estimates, overseeing the contractor while work is in progress, and approving the final work product.

Immediate Family – mother, father, husband, wife, brother, sister, son, daughter.

Impairment – any loss or abnormality of psychological, physiological, or anatomical structure or function.

Income – the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period as defined in 24 CFR Part 5 as used for Section 8.

Intake Support Staff – the City staff person responsible for conducting financial interviews and gathering supporting documentation related to project eligibility.

Low Income – income equal to or less than 50% of the AMI as established annually by HUD.

Major Systems - include, but not limited to, structural support, roofing, cladding and weatherproofing, plumbing, electrical, and HVAC.

Minority Business Enterprise (MBE) – businesses which are at least 51% owned, operated, and controlled on a daily basis by one or more (in combination) non-white American citizens.

Moderate Income – income above 50% AMI but equal to or less than 80% of the AMI as established annually by HUD.

Neighborly Software – software used by City of Jackson to administer housing and community development programs such as down payment assistance, affordable housing development, housing rehabilitation. The Neighborly Software program improves compliance and simplifies enrollment, administrative, and reporting processes.

Non-Owner Occupied Residential Property (NOORP) – any property within the City of Jackson not fully occupied by the property owner as their primary residence. All such properties are required to be registered with the City of Jackson and inspected every three years.

Owner-Occupant – a person who occupies the property as their principal place of residence and has at least a one-half (1/2) legal interest (not amount of equity) in one of the following types of ownership in the property to be improved:

- Individual fee ownership; or
- Individual fee ownership subject to a mortgage or other lien securing debt.

A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.

Permanent General Improvement – any alteration, repair, or improvement upon or in connection with an existing residential structure, which substantially protects or improves its basic livability or energy efficiency.

Principal Place of Residence – the property owner's home, as verified by voting registration, driver's license, 100% Principle Residence Exemption approved by the Jackson City Assessor, or other established and verifiable documentation.

Program Manager – the City staff person responsible for day-to-day operations of the Housing Rehabilitation Program.

Project Completion - all necessary program requirements and construction work has been completed, inspected and approved, and property standards have been met; final payments for the project has been made for the project and drawdown of funds have been disbursed; and project completion information (beneficiary data) reported as prescribed by ARPA SLFRF.

Project Cost – the total cost of repairs and improvements incurred by the Borrower that are included in a grant, whether or not financed in whole or in part with funds from this program or from other sources.

Reasonable Credit Risk - no evidence of current or pending foreclosure proceedings and meets specified debt-to-income ratios.

Remediation – an activity that reduces the health hazards of lead-based paint deteriorates.

Renovation, Repair, and Painting (RRP) Rule – Federal law requires all renovation, repair, and painting firms (including sole proprietorships) and individuals performing renovations, including contractors, property managers, and others who disturb painted surfaces to be certified. It applies to houses, apartments, and child-occupied facilities (such as schools and day care centers) built before 1978. It includes pre-renovation education requirements as well as training, firm certification, and work practice requirements.

Residential Structure - (also referred to as residence) is the real property to be improved and which is used solely for residential purposes on a year-round basis. It must be located within the City of Jackson. This definition does not include mobile homes or trailers.

Responsible Bidder – a person or entity who has the capability in all respects to fully perform the contract requirements and who fits the criteria as defined in this policy manual.

Responsive Bidder – a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Same Ownership - means the same person(s) has an ownership interest in the property whether it is held individually, with other person(s), or by a corporation, limited liability company, trust, or non-profit corporation in which the same person(s) is a member, manager, or other agent or official of the entity.

Sealed Bids – procedures for purchases greater than $50,000 that will require advertising for and obtaining bids which remain sealed until publicly opened by the Purchasing Agent.

Site Improvement – the placement of permanent or semi-permanent improvements such as sidewalks, driveways, concrete steps, landscaping, storage sheds, detached garages, sprinkler systems, retaining

walls, water and sewer hookup, and the like. The removal of foundations, concrete pads, wells, septic systems, trees, land balancing and removal of unwanted to unusable old site improvements.

Stable Monthly Income - borrower's verified gross income that is likely to continue based on foreseeable economic circumstances.

Sufficiently Insured - insurance on the subject property in an amount equal to all the indebtedness on the property or the maximum amount available, whichever is less. The City of Jackson must be named as mortgage holder on the insurance policy.

Unit – an individual living unit in a residential structure.

Usual and Customary Fees (Third Party Fees) - these are the usual and customary fees paid to a third party service provider to process and close a loan/grant which include, but may not be limited to, the following:

- Appraisal Fee
- Closing Agent Fee
- Courier Fee
- Credit Bureau
- Flood Certificate
- Recording Fee
- Tax Service Fee
- Title Insurance Policy
- Underwriting/Administration Fee

Women Business Enterprise (WBE) – businesses at least 51% directly owned and controlled by one or more women who are U.S. citizens.

C. Goals and Objectives

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. CDBG provides for the following, principally for persons of low and moderate income:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities.

The HOME Program was created by the National Affordable Housing Act of 1990, and has been amended several times by subsequent legislation. The intent of the HOME Program is to:

- Provide decent, affordable housing to lower-income households;
- Expand the capacity of non-profit housing providers;
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

The City of Jackson has identified housing rehabilitation as a high priority project in its 2020 – 2024 Five-Year Consolidated Plan.

D. Authorization to Proceed

1. Approval of this Rehabilitation Policy and Procedure Manual by the Jackson City Council authorizes CD rehabilitation staff to process applications, bid projects, provide grant funds, and award contracts to the lowest responsible bidder within the parameters set forth for each program type.

2. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting.
3. The Jackson City Council may waive any local policy set forth in this Rehabilitation Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

II. Rehabilitation Programs

A. Homeowner Rehabilitation Program

Purpose

To repair certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation, but the whole house is not rehabilitated. Additional consideration is allowed to increase the energy efficiency of a home in an effort to reduce the homeowner's utility costs. Preference will be given to major components that have failed.

Funding Sources

American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)

Eligible Properties

1. Basic Eligibility

The following basic requirements must be met for any project to be considered:

a. Property must be located within the City of Jackson's jurisdictional boundaries.

b. Property may not have more than one (1) housing unit.

c. Combined household income may not exceed 80% of the Area Median Income (AMI), adjusted for family size. Household income requirement pertains to tenant(s) in NOORP Owned properties.

d. Property must be primary residence of the applicant.

e. Must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. Every individual listed on the title will be required to sign the City's mortgage and mortgage note. Land contracts are not eligible.

f. Must be current on all City of Jackson property taxes, special assessments, and water utility billings.

   i. Unpaid property taxes and/or special assessment payments incurred on or after March 3, 2021 may be paid in full or in part with ARPA SLFRF funds. This is a one-time payment to bring delinquent payments current to enhance eligibility. Charges incurred prior to March 3, 2021 are ineligible and are the responsibility of applicant to pay to meet eligibility requirements.

   ii. Unpaid water utility costs incurred on or after March 3, 2021 may be paid in full or in part with ARPA SLFRF funds. This is a one-time payment to bring delinquent payments current to enhance eligibility. Charges incurred prior to March 3, 2021 are ineligible and are the responsibility of applicant to pay to meet eligibility requirements.

g. Must be sufficiently insured and current on payments.

h. Must be current on mortgage payments, if any. All existing mortgage(s) on the property must be in the name(s) of one or more owners of the property. All individuals/entities signatory to an existing mortgage/note must sign the City's mortgage/note.

i. Must not be in bankruptcy.

2. Property

a. Must not be in foreclosure.

b. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Certain structure-related violations may be covered under this expanded rehabilitation program, at the discretion of City of Jackson staff.

c. The Housing Rehabilitation Specialist and Contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of rehabilitation work.

d. A title review will be done on the property and, if necessary, a full title search will be completed. There must not be any federal, state, or local liens or judgments, including tax liens (real estate or federal) on the property.

e. Must meet applicable provisions of Chapter 28 – Zoning, City of Jackson Code of Ordinances.

f. Must be in a condition to reasonably expect the property will remain structurally sound and fit for ten (10) years following repairs with appropriate maintenance.

The following unit types are not eligible for rehabilitation assistance:

g. 1-bedroom units that do not meet minimum square footage requirements for two (2) residents (see Chapter 14, Article II – Minimum Housing Standards, City of Jackson Code of Ordinances);

h. One (1) to four (4) unit properties where the cost of rehabilitation would exceed two (2) times the assessed value of the structure before rehabilitation;

i. Units that will not be habitable immediately upon completion;

j. Structures located within the 100-Year Floodplain;

k. Non-conforming structures and/or non-conforming uses as outlined in Chapter 28 – Zoning, City of Jackson Code of Ordinances.

Income Eligibility
Applicant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two years' employment, if applicable).

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Grant Amount
$25,000 for eligible major component improvements. Settlement costs are not incorporated into the total grant amount but are paid through the Rehabilitation Administration budget. Repairs are not to exceed $25,000 in total assistance.

Eligible Improvements

1. *Major Systems* – includes, but is not necessarily limited to, structural, roof/gutter system, windows, siding, electrical, HVAC, and plumbing.
2. *Energy Efficiency* – includes, but is not necessarily limited to, addition or upgrade to insulation in homes (if allowed by code), and HVAC.

3. *Accessibility* – costs to remove material and architectural barriers that restrict the ingress/egress of elderly and severely disabled persons to the home.
4. *Historic Preservation Standards* - if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. Properties must undergo local historic review if they are located within the boundaries of a locally designated historic district.
5. *Combination with Other Funding Sources* – if the project exceeds the maximum allowed grant amount, applicant may need to apply for additional funds from other sources to make required or optional repairs.

Grant Terms

The amount provided for a rehabilitation grant must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower's principal place of residence.

The required grant repayment amount will decrease by 1/60th each month, beginning one (1) month after the date of closing. 0% repayment will be required at the conclusion of five (5) years.

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;
- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

B. Non-Owner Occupied Rehabilitation Program

Purpose

To repair certain elements of a housing unit that have outlived or are nearing the end of their effective useful life before the element creates an emergency situation, but the whole house is not rehabilitated. Additional consideration is allowed to increase the energy efficiency of a home in an effort to reduce the homeowner's utility costs. Preference will be given to major components that have failed.

Funding Sources

American Rescue Plan Act (APRA) State and Local Fiscal Recovery Funds (SLFRF)

Eligible Properties

1. Basic Eligibility

The following basic requirements must be met for any project to be considered:

a. Property must be located within the City of Jackson's jurisdictional boundaries.

b. Property may not have more than four (4) housing units.

c. Tenant's (by unit) combined household income may not exceed 80% of the Area Median Income (AMI), adjusted for family size.

d. Must be actively registered under the NOORP Registry through the City's Community Development Department (CD).

e. Must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. Every individual listed on the title will be required to sign the City's mortgage and mortgage note. Land contracts are not eligible.

f. Must be current on all City of Jackson property taxes, special assessments, and water utility billings.

   i. Property owner is responsible for paying outstanding water utility billings that occurred during the duration of his/her/its ownership, even if those outstanding balances were accrued in a prior tenant's name.

   ii. Unpaid water utility costs, incurred on or after March 3, 2021 and the responsibility of the tenant, may be paid in full or in part with ARPA SLFRF funds. This is a one-time payment to bring delinquent payments current to enhance eligibility. Charges incurred prior to March 3, 2021 are ineligible and are the responsibility of applicant to pay to meet eligibility requirements. Unpaid water utility costs that are the responsibility of the property owner will not be paid.

g. Must be sufficiently insured and current on payments.

h. Must be current on mortgage payments, if any. All existing mortgage(s) on the property must be in the name(s) of one or more owners of the property. All individuals/entities signatory to an existing mortgage/note must sign the City's mortgage/note.

i. Must not be in bankruptcy.

j. Must commit matching funds to all projects equal to at least 25% of total project cost (to be verified).

2. **Non-Owner Occupied Residential Property (NOORP) Owners**

   a. Must be occupied by families earning less than 80% AMI with preference given to those families holding a Section 8 Housing Choice Voucher.

   g. Vacant units will be considered on a case-by-case basis. If approved for assistance, the NOORP Owner is required to affirmatively market unit, giving preference to families holding a Section 8 Housing Choice Voucher.

   i. Must have a current Certificate of Compliance issued by CD or have an open housing inspection pending completion of rehabilitation activities.

   j. Must agree to a five (5) year Period of Affordability. If tenants vacate a unit assisted as part of this program, the property owner must extend all months remaining for said affordability period to future tenants, until such time as the five (5) year period of affordability expires.

3. **Property**

   a. Must not be in foreclosure.

   b. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Certain structure-related violations may be covered under this expanded rehabilitation program, at the discretion of City of Jackson staff.

   c. The Housing Rehabilitation Specialist and Contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of rehabilitation work.

   d. A title review will be done on the property and, if necessary, a full title search will be completed. There must not be any federal, state, or local liens or judgments, including tax liens (real estate or federal) on the property.

   e. Must meet applicable provisions of Chapter 28 – Zoning, City of Jackson Code of Ordinances.

   f. Must be in a condition to reasonably expect the property will remain structurally sound and fit for ten (10) years following repairs with appropriate maintenance.

   The following unit types are not eligible for rehabilitation assistance:

   g. 1-bedroom units that do not meet minimum square footage requirements for two (2) residents (see Chapter 14, Article II – Minimum Housing Standards, City of Jackson Code of Ordinances);

   h. One (1) to four (4) unit properties where the cost of rehabilitation would exceed two (2) times the assessed value of the structure before rehabilitation;

   i. Units that will not be habitable immediately upon completion;

   j. Structures located within the 100-Year Floodplain;

   k. Non-conforming structures and/or non-conforming uses as outlined in Chapter 28 – Zoning, City of Jackson Code of Ordinances.

Income Eligibility

Tenant's annual household income may not exceed 80% of the current AMI as published annually by HUD, adjusted for family size. Annual household income includes the combined income of all adult persons 18 years of age or older residing in the property. Applicant's income must be stable and verifiable (evidence of two

years' employment, if applicable). Rehabilitation to a single unit and its related areas/fixtures shall require income eligibility of the tenants in that individual unit. Rehabilitation to all units and/or areas/fixtures common to the entire structure/property shall require income eligibility of all tenants from all property units.

Applicant must meet the asset test and debt-to-income ratios in Section III(B) below.

Maximum Grant Amount
$25,000 for eligible major component improvements. Settlement costs are not incorporated into the total grant amount but are paid through the Rehabilitation Administration budget. Total assistance with City of Jackson funds not to exceed $25,000 per property.

Eligible Improvements

1. *Major Systems* – includes, but is not necessarily limited to, structural, roof/gutter system, windows, siding, electrical, HVAC, and plumbing.
2. *Energy Efficiency* – includes, but is not necessarily limited to, addition or upgrade to insulation in homes (if allowed by code), and HVAC.
3. *Accessibility* – costs to remove material and architectural barriers that restrict the ingress/egress of elderly and severely disabled persons to the home.
4. *Historic Preservation Standards* - if designated as historically significant, all exterior rehabilitation must comply with standards set by the U.S. Secretary of the Interior and costs associated with meeting those standards may be included. Properties must undergo local historic review if they are located within the boundaries of a locally designated historic district.

Grant Terms
The amount provided for a rehabilitation grant must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower's principal place of residence.

The required grant repayment amount will decrease by 1/60th each month, beginning one (1) month after the date of closing. 0% repayment will be required at the conclusion of five (5) years.

Any outstanding balance on either a repayable or deferred loan will become due and payable immediately if:

- The property is sold;
- Transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below); or
- The property ceases for any other reason to be the Borrower's principal place of residence.

If the Borrower dies, the City of Jackson may approve assumption of the loan for its duration of under the following circumstances:

- An heir to the property lives in the house, is income eligible, and will use the home as their primary residence;

- An heir to the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.
- An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

III. Eligibility and Intake

A. Basic Eligibility

The following basic requirements must be met for any project to be considered:

1. The property must be located within the City of Jackson's jurisdictional boundaries.
2. The property may not have more than two (2) units; only the unit occupied by the property owner is eligible for assistance unless otherwise noted (owner-occupied properties only).
3. Combined household income may not exceed 80% AMI, adjusted for household size.
4. The property must be the primary residence of the property owner (owner-occupied properties only)
5. The property must have clear and marketable title, properly recorded at the Jackson County Register of Deeds. A contract for deed, installment contract and land sales contract are specifically excluded as such contracts fail to provide equitable title to homebuyers.
6. Every individual listed on the title will be required to sign the mortgage and mortgage note.
7. Must be current on all property taxes, special assessments, water utility billings, AHB judgments, and other costs as may be charged by the City of Jackson
8. Must be sufficiently insured and current on payments.
9. Must be current on mortgage payments or loans involving the property, if any. All existing mortgage(s) or loan(s) on the property must be in the name(s) of one or more owners of the property.
10. Must not be in foreclosure or bankruptcy.
11. Must not have unresolved violations from the City of Jackson, State of Michigan, or HUD. Any housing code violations that would not be rectified at the completion of the rehabilitation work must be corrected before the project is undertaken.
12. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.
13. If the applicant appears to qualify based on a preliminary review of the information provided, the project will be placed on the waiting list for the appropriate rehabilitation program until ready to proceed.

Timely Completion of Application

Once an application begins the intake process, it is incumbent upon the homeowner to provide requested documentation in a timely fashion.

1. Applicants taking more than 30 days to complete their application, which includes provision of all documentation requested, shall be deemed "non-responsive" and lose priority position.
2. Applicants taking more than 45 days to complete their application, which includes provision of all documentation requested, shall be denied and the applicant must re-apply.

Waiting List

CD rehabilitation staff will create and maintain a waiting list by rehabilitation program type. Applicants will generally be selected from the waiting list in chronological order based on the date and time their application was received (first-come, first-serve basis as funds allow). However, applicants to the emergency hazard program will receive priority consideration and will be assigned to the Housing

Rehabilitation Specialist before any other project type. Priority will also be given to those on the waiting list who have a major component that has failed or who have not previously received assistance.

B. Intake

CD staff shall assist the applicant in the preparation of the rehabilitation application as necessary. Every space provided for entry of a response shall be completed. If no response is available or does not apply to the applicant, the entry should be "none" or "n/a." Program staff will perform the following tasks as projects on the waiting list advance toward first position:

1. Conduct an interview with the applicant and obtain documentation for a full eligibility determination which includes, but may not be limited to, the following:
    a. Mortgage for each holder of lien(s) secured by the property;
    b. Employment, such as paystubs;
    c. Earnings, such as most recent tax return;
    d. Deposits, such as bank statements.
2. Obtain third-party verification from employer, banking establishments, and others as may be appropriate.
3. Obtain a credit report and review thoroughly to ensure all assets and liabilities were disclosed.
4. Perform asset test and determine debt-to-income ratio.
5. Request title search from American Title Company.
6. Household income level must be documented using HUD's Income Eligibility Calculator found at https://www.hudexchange.info/incomecalculator/. Results must be kept on file electronically with a printed copy placed in the applicant's file.
7. Create project in Neighborly Software and assign grant number.

Income Guidelines

Verification and certification of income and assets is required to determine program eligibility for all CDBG or HOME funded rehabilitation projects. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance.

The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

Asset Test

If an applicant's current assets total in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for rehabilitation assistance.

- Assets include funds in checking and savings accounts, interest or dividends earned from Certificates of Deposit, stocks, bonds or mutual funds. Assets also include the value of real estate (other than primary residence).
- Assets do **not** include pre-tax payroll deductions, deferred compensation accounts, 401Ks, health or dependent care allowances, two vehicles, the subject property and furnishings and fixtures.

- If assets are $5,000 or above, income on all assets (actual or imputed per worksheet) must be included to determine income eligibility. However, earnings from retirement accounts do **not** need be included unless the funds are being removed from the account.

Debt-to-Income Ratio

The maximum debt-to-income ratio (DTI) for Housing Rehabilitation Programs is 40% front-end and 45% back-end expressed as a ratio of 40/45 percent. The DTI is the percentage of a consumer's monthly gross income that goes toward paying debts. The DTI often covers more than just debts. The ratios can include certain taxes, fees and insurance premiums as well. There are two main types of DTIs:

1. *Front-End Ratio* – indicates the percentage of income that goes toward housing costs, which for homeowners is PITI (principal, interest, taxes and insurance). The maximum front-end ratio for the housing rehabilitation programs is 40 percent.
2. *Back-End Ratio* – indicates the percentage of income that goes toward paying all recurring debt payments, including, but not limited to: PITI; credit card payments; car loan payments; student loan payments; child support payments; alimony payments; and legal judgments. The maximum back-end ratio for the housing rehabilitation programs is 45 percent.

Example of a Debt-to-Income Ratio Calculation:

Yearly Gross Income = $45,000 / Divided by 12 months = $3,750 per month income.

- $3,750 x 40% = $1,500 allowed for housing expenses (front-end)
- $3,750 x 45% = $1,687 allowed for housing expenses plus recurring debt (back-end)

C. Additional Regulations

Property owners receiving City of Jackson financial support as part of the Expanded Rehabilitation Program may not receive additional housing and/or property-related financial assistance from the City for a period of five (5) years from the date of closing, with exceptions granted for applicants whose previously-provided assistance totaled less than $25,000. A cumulative cap of $25,000 in total assistance during any five (5)-year period shall be effect for all approved applicants regardless of City-provided housing and/or property-related financial assistance program.

Any discovery of false reporting on an application for assistance determined within five (5) years after the completion of a project will result in the required repayment of all assistance provided.

V. Inspection and Pre-Construction

A. General

The Housing Rehabilitation Specialist is responsible for determining the rehabilitation work necessary to bring a property into conformance with applicable codes, based upon the rehabilitation program the project falls under. In carrying out these responsibilities, the Housing Rehabilitation Specialist shall:

1. Inspect the property to identify all code violations for full rehabilitation projects, or determine if replacement, and not a lower form of maintenance, is necessitated in emergency hazard or major component activities.
2. Determine if additional work may be needed other than that requested on the application which may have been unknown to the homeowner.
3. Take pictures that document the condition and/or component age before rehabilitation.
4. Meet with owner to distribute and discuss the EPA pamphlet "The Lead Safe Certified Guide to Renovate Right" if planned work will disturb painted surfaces.
5. Complete a preliminary work write-up and cost estimate of the rehabilitation needed. The preliminary work write-up shall include, but not be limited to, a separate cost estimate for required general improvements, insipient items, or owner requested general improvements.
6. Determine that items in the work write-up conform to purposes for which the project grant may be used.
7. Advise applicant concerning conditions under which the grant is made.
8. Final consultation with the applicant on preliminary work write-up and cost estimate to reach an agreement that the work to be done is within applicant's ability to repay.
9. Prepare a final work write-up and cost estimate as the basis for a rehabilitation grant and for contracting the rehabilitation work.
10. Request construction bids through the City of Jackson Purchasing Department.
11. Assist in getting all necessary documents executed.
12. Upon completion, the rehabilitation work must, at a minimum:
    a. Meet state or local codes, ordinances and requirements;
    b. Be free of deficiencies selected by HUD from the list of Uniform Physical Condition Standards;
    c. Meet minimum useful life standards for major systems of at least five (5) years.

Property Condition

1. The Housing Rehabilitation Specialist and contractors are not expected to work in conditions of clutter, infestation, filth, threat of physical violence, or other extraordinary hazard. Applicant households with such conditions are required to correct the condition(s) prior to commencement of work.
2. The property must be in a condition to reasonably expect it will remain structurally sound and fit for ten (10) years following rehabilitation with appropriate maintenance.
3. A structure will be deemed "non-feasible for rehabilitation" and denied participation in the program when any one of the following apply:

a. It is deteriorated to the degree that repair/rehabilitation costs would equal or exceed new construction costs;
b. It was built inferior and/or substandard;
c. It has major structural or drainage problems;
d. The cost of the required rehabilitation exceeds the property value;
e. Any repair(s) needed cannot be completed within the financial constraints of the program,

B. Inspection Checklist

The City has developed an inspection checklist for use in inspecting each residential property. In essence, such a checklist is a listing of every item that is subject to the applicable codes that may be found in a property. The use of such a checklist facilitates the inspection and also helps provide a proper basis for the preparation of the work write-up, cost estimate, and the contract specifications.

1. *Checklist by Room:* For a residential property the items on the checklist are classified by room. For example, items applicable to a kitchen or bathroom are listed on sheets under those room classifications. Similarly, a separate sheet with an appropriate listing of items would be used for each habitable room.

2. *Checklist Information:* Alongside each item on the checklist, space is provided for indicating the nature and extent of the deficiency. Additional space is provided on the checklist, or on supplemental sheets, for notes dealing with the types of materials, extent of repairs or replacement, and other information that may be helpful in later preparing the work write-up and cost estimate.

C. Cost Estimate

The cost estimate is a statement prepared by the Housing Rehabilitation Specialist based on the property inspection checklist that itemizes the rehabilitation work to be done on the property and includes an estimate of the cost of each item. The cost estimate shall be reasonable and shall reflect actual costs prevailing in the locality for comparable work.

1. Since it is generally not practical to predetermine the funding sources to be utilized by the owner in the rehabilitation of the property, the Housing Rehabilitation Specialist shall proceed on the assumption that a variety of sources will be used. For this reason, it is important that the work write-up be sufficiently detailed.

2. In a case where the rehabilitation is limited in scope, the inspection checklist can be made sufficiently comprehensive to be used for development of specifications.

3. Each item of work and its estimated cost shall be identified in the cost estimate as being either necessary to meet the applicable codes, or for other purposes that may be financed through various loan/grant programs. This information is entered on the bid comparison sheet.

4. The amount of grant funds available for general improvements is subject to special limitations as provided by the funding source. The cost estimate shall identify those items and costs that may be included only on the basis of being to “generally improve the condition of the property.”

5. If the total estimated cost of the work exceeds the amount of the available funding the applicant could receive, or exceeds the applicant’s financial ability to do all the work, the Housing Rehabilitation Specialist may eliminate or modify items in the cost estimate. Items of work necessary to meet the applicable codes will not be eliminated.

6. A preliminary cost estimate should not contain details that have an effect on cost, such as color, style, or pattern. Decisions on these details can be made after the contract is awarded by providing in the

contract documents, as appropriate, the term “to be selected by owner.” Cost estimates will be calculated on moderately priced items. If the owner wishes to exceed the contract amount, they must provide the difference. Exterior paint color must be approved by the City.

7. The final and cost estimate prepared by the Housing Rehabilitation Specialist shall identify each of the items of work to be financed by the grant and provide a total for all.

VI. Contractors

A. Prequalification Procedures

1. Must be properly licensed by the State of Michigan for the trade(s) in which contractor is qualified.
2. Must be actively registered with the City of Jackson Community Development Department.
3. CD rehabilitation staff shall provide the Purchasing Coordinator a current list of actively registered contractors for the trade in which they are licensed. CD rehabilitation staff will review the list from time to time and provide the Purchasing Coordinator updated information as necessitated.
4. In addition to other forms of advertisement detailed in Section VI(A)(1) below, the Purchasing Coordinator will specifically solicit the contractors from the list provided by CD for the trade in which they are qualified.
5. The Purchasing Agent and/or CD rehabilitation staff shall have the right to adjust the list of prequalified bidders as he or she becomes aware of substantial changes in the information and circumstances of a bidder, or if other reasonable cause exists such as unsatisfactory contract performance or failure to pay bills and/or claims. Should an applicant for pre-qualification disagree with the determination of CD staff with regard to the same, the City Manager shall review the original information and/or such additional information within five (5) business days of the receipt of a written request, and confirm in writing either the original determination of the staff or revise same as appropriate.
6. A contractor need not be currently registered with the City of Jackson to submit a bid; however, proper registration is required before any contract is let.

B. Basic Requirements

To be eligible for participation in CD rehabilitation projects, a contractor must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson.
2. Possess “tools of the trade” which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The contractor is responsible for obtaining all permits and/or submitting design review documents as required.
7. The contractor shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The Housing Rehabilitation Specialist will require notification for certain critical inspections such as discovery of dry rot or termite damage, completion of progress work and completion of final work. Failure to contact the Housing Rehabilitation Specialist for such an inspection may result in progress payment delays or non-payment.
8. The contractor will provide an eighteen (18) month warranty for work and materials completed under the contract.

Equal Opportunity

The General Contractor shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the General Contractor, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

The General Contractor shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972. The contractor may be requested to furnish information and reports requested by the U.S. Department of housing and Urban Development (HUD) to ascertain compliance with such rules, regulations, or requests or with this non-discrimination clause.

Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the CD Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any Contractors or Contractor's family.

C. Licensing Requirements

To be eligible for participation in CD rehabilitation programs, a contractor must hold the proper certifications and licensing from the State of Michigan for the scope of work being conducted. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by HUD, State of Michigan, or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.

D. Insurance

The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss

covered by said policies, the other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that it will protect the Contractor, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall not be less than the following:

1. Minimum required limits of liability:
   a. For jobs with an estimated contract cost of less than $50,000
      i. Comprehensive Commercial General Liability, limits of at least:
         (1) Bodily Injury, each occurrence $300,000
         (2) Bodily Injury, each aggregate $500,000
         (3) Property Damage, each occurrence $100,000
         (4) Property Damage, aggregate.....$100,000
         (or in the alternative to 1, 2, 3, 4)
         (5) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $500,000
         and aggregate.....$500,000
      ii. Automobile Liability, limits of at least:
         (1) Bodily Injury, each person $300,000
         (2) Bodily Injury, each occurrence $500,000
         (3) Property Damage, each occurrence $100,000
         (or in the alternate to 1, 2, 3)
         (4) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $500,000
   b. For jobs with an estimated contract cost of $50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.
      i. Comprehensive Commercial General Liability of at least:
         (1) Bodily Injury, each occurrence $1,000,000
         (2) Bodily Injury, aggregate.....$1,000,000
         (3) Property Damage, each occurrence $500,000
         (4) Property Damage, aggregate..... $500,000
         (or in the alternative to 1, 2, 3, 4)
         (5) Bodily Injury and Property Damage Combined Single Limit
         each occurrence $1,000,000
         and aggregate.....$1,000,000
      ii. Automotive Liability and Property Damage Insurance with limits of at least:
         (1) Bodily Injury, each person $1,000,000
         (2) Bodily Injury, each occurrence $1,000,000
         (3) Property Damage, each occurrence $1,000,000
         (or in the alternative to 1, 2, 3)
         (4) Bodily Injury and Property Damage Combined Single Limit

each occurrence $1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its subcontractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL337 or its equivalent); and

3. If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of $1,000,000 each occurrence and $1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.

4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

5. The contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from its operations under this contract.

7. If the contract involves new construction, contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, contractor, subcontractors, and if applicable, engineer and engineer's consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

   Further, the insurance shall:

   a. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightening, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

b. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

c. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and

d. Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by the City prior to commencement of construction.

8. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in places of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.

9. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.

E. Change Orders and Payment Procedure

Change Orders Prohibited

After award of a contract, change orders are prohibited unless, during the course of performing work necessary to successfully complete a project, unknown conditions are uncovered. Contractor must immediately contact the Housing Rehabilitation Specialist who will inspect the condition and document with photographs. Work beyond that needed to ensure the safety of occupants is prohibited while a change order is being considered for approval.

Contractor must provide in writing to the Housing Rehabilitation Specialist the added cost to repair the previously unknown conditions. CD rehabilitation staff must complete a change order request explaining the necessity of the change order and attach photographs of the conditions. Approval for the change order must be obtained from the property owner, Director of CD, and City Manager before the additional costs can be added to the contract and work can re-commence.

Progress Payments
Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. When the work has progressed in accordance with the payment schedule in the contract, the contractor may request a progress payment which shall not exceed 90 percent of the value of the work completed or 80 percent of the total contract amount, whichever is less. The contractor will contact the Housing Rehabilitation Specialist to request a progress inspection. The Housing Rehabilitation Specialist and the property owner must approve the request for payment and CD financial staff will authorize the payment.

Contractor Payment
Prior to any payment authorization, the Housing Rehabilitation Specialist will collect lien waivers or paid receipts from the contractor and all subcontractors and/or suppliers furnishing materials for the items on the job of which payment is requested. The City does not provide “advance” money or authorize payment for items that are not completed or properly installed. Invoices are processed for payment every two weeks.

VII. Procurement and Contracts

A. Procurement

After CD staff has determined the applicant and project are eligible for assistance and the Housing Rehabilitation Specialist has compiled work specifications, the project file will be referred to the City of Jackson Purchasing Department to initiate the request for sealed bids. CD shall follow the City of Jackson approved purchasing guidelines for procurement of contracts for rehabilitation projects. The Purchasing Agent shall be responsible for the following:

1. The Purchasing Agent shall advertise for sealed bids to the greatest extent feasible. The method of advertising shall be reasonably designed to publicize the proposed contract or purchase for the utmost competition among bidders. By way of illustration, and not by limitation, "advertising" may include use of the City's website, newspapers, bulletin boards, trade journals, radio, or television. In addition to advertising publicly, the Purchasing Agent shall also issue an invitation to bid to Contractors pre-qualified and approved by the Housing Rehabilitation Specialist.
2. A Pre-Bid Meeting scheduled by the Housing Rehabilitation Specialist with the property owner will be held at the property prior to the bid submission deadline. The purpose of such a pre-bid meeting will be to discuss the specifications and answer bidder's questions. Contractors unable to attend the scheduled pre-bid meeting may **not** attempt to schedule a separate day and time directly with the property owner.
3. Any explanation desired by a prospective bidder regarding the meaning or interpretation of contract documents must be received by the Purchasing Agent prior to the deadline for submission of bids. Any explanation or interpretation concerning contract documents shall be in writing and furnished to all prospective bidders as an addendum. Receipt of such addenda shall be acknowledged on the bid documents. Oral explanations addressing non-substantive matters or procedural items relating to contract documents are allowed in order to assist a prospective bidder in submitting a bid.

   No oral explanation or instruction by any city employee, representative, or official shall be binding upon the City unless the City employee, agent, representative, or official confirms such oral explanation or instruction in writing. If the City determines it necessary, it may reschedule the time for bid opening to allow adequate time for addenda to reach all bidders.
4. All completed proposals must be submitted to the City of Jackson Purchasing Department prior to the established deadline. NOTE: Bids will not be accepted by CD and any bid submitted to CD will not be opened and will be rejected. The Purchasing Coordinator shall date and time stamp all sealed bid proposals upon receipt.
5. Sealed bid proposals will be opened in public at the place and time designated in the bid documents. Attendance at any bid opening will not be denied or limited. All bid files will be available for public inspection. Late bids will not be considered. Any bid received after the deadline will be date and time stamped and returned to the bidder unopened.
6. The Purchasing Coordinator will tabulate the bids and check for compliance with the specifications and all conditions in the instructions to bidders. A bid that does not meet the specifications may be considered non-responsive and may be rejected.
7. The Purchasing Coordinator will post a summary of bids received on the City of Jackson's website after the bid review has been completed.

8. Bid proposals will be reviewed by the Housing Rehabilitation Specialist for conformance to the scope of work. A recommendation for approval will be granted if:
    a. All work items are included;
    b. The proposal conforms to the work specifications;
    c. The work properly addresses the deficiencies; and,
    d. The cost is reasonable.

B. Rehabilitation Contracts

Introduction

Construction work financed through a rehabilitation grant shall be undertaken only through a written contract between the contractor and the recipient of the grant. The construction contract will consist of a single document signed by the contractor and property owner, following approval of the CD grant. It shall contain a bid and proposal by the contractor and the general conditions, as well as the specifications for the work to be performed.

General Conditions and Provisions

CD finance staff shall prepare all construction contracts for the rehabilitation of the property. The following minimum provisions must be included in the general conditions:

1. The bid and proposal shall be accepted by the property owner within 30 days from the bid opening, providing that the contract is subject to issuance of a Notice to Proceed, and no work shall be commenced by the contractor until he or she has received a written proceed order.
2. The contract shall state specific dates for the commencement and completion of the work.
3. The contractor will be paid the contract price, in one lump sum amount, after the work is satisfactorily completed and approved unless payment is to be made in progress payments as the work progresses. When progress payments are to be made, the contract must include a schedule that specifies the stages at which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each stage. Progress payment shall not exceed 90% of the value of the work satisfactorily completed for those contractors who have been designated as merit contractors and 80% for all other contractors. Progress payments (limited to two) and final payment due the contractor will be paid within 20 days after CD receives the contractor's invoice and satisfactory release of liens or claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials.

Contractor Provisions

1. Furnish evidence of required insurances pursuant as outlined in Section V(D) of this handbook.
2. Obtain and pay for all permits and licenses necessary for the performance and successful completion of the work.
3. Perform all work in conformance with applicable City Codes and requirements whether or not covered by the specifications and drawings for the work.
4. If temporary relocation is required, the vacated structure will be under the control of the contractor. The contractor shall remain responsible for all safety and security on a 24-hour basis until the remediation is complete and clearance testing is successfully obtained. While working in vacant structures is more efficient, occupant relocation carries a significant daily cost. Failure to complete the work within the specified time period may result in a daily charge to the contractor.

5. Rehabilitation grants are to abide by Federal and City regulations pertaining to equal employment, if the sum to be charged for the work is more than $10,000, by incorporating the required language of Executive Order 11246 (Equal Employment Opportunity) as set forth in the Terms and Conditions which are a part of the grant application.
6. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.
7. Not assign the contract without written consent of the owner. The request for assignment must be addressed to: City of Jackson, Community Development Department, 161 West Michigan Avenue, 3rd Floor, Jackson, Michigan 49201.
8. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all work required by the contract. Furthermore, furnish the owner, in care of the Housing Rehabilitation Specialist, with all manufacturers' and suppliers' written guaranties and warranties covering materials and equipment furnished under the contract.
9. Permit the U.S. Government or its designee to examine and inspect the rehabilitation work.

Owner Provisions

1. Permit the contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
2. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary, and to vacate areas of the structure, as necessary, to allow work to occur.

Additional Provisions

1. A provision indicating whether the premises will either be occupied or vacant during the course of the construction work.
2. A provision that final payment on the contract amount will be made only after final inspection and acceptance of all the work performed by the contractor, and the contractor has furnished the owner and Housing Rehabilitation Specialist satisfactory releases of liens or claims for liens by the contractor, subcontractors, laborers, and materials suppliers.
3. A provision that the contract consists of the bid and proposal, the general conditions and the specifications incorporated.
4. The parties agree that, should a dispute arise regarding the workmanship or sums due under this Contract, the parties will resolve the dispute in accordance with the following procedure:
    a. The party shall submit a written complaint to the City of Jackson Neighborhood and Economic Operations Department within five (5) calendar days after the work or issue that is the subject matter of the written complaint first arose.
    b. After receiving the complaint, the City's Chief Building Official or his/her designee shall investigate the complaint and provide the party with his/her written decision within five (5) business days.
    c. If the party is not satisfied with the decision of City's Chief Building Official, the party shall make an appeal to the City Manager by submitting a written appeal to the City Manager within five (5) business days from the date the decision of City's Chief Building Official was sent to the party.

d. The City Manager shall hear the party's appeal within five (5) business days after the written appeal is submitted, unless another time is set by the City Manager, and the City Manager shall decide the appeal under such expert or other advice as may be necessary.

e. Within ten (10) business days after hearing the appeal, the City Manager shall send the party his/her written decision.

Labor Performed by Owner in Rehabilitating the Property

Questions arise from time to time during the processing of a rehabilitation grant concerning the owner's performance of some or all of the labor required to complete the rehabilitation of the property. These paragraphs are intended to supply answers to those questions, as well as describe the circumstances under which this form or self-help is desirable and to be encouraged.

1. A property owner may complete some or all of the tasks required to rehabilitate the property if the owner has the degree of skill required to perform the work involved. Self-help is usually appropriate for the accomplishment of tasks of an unskilled nature such as general cleanup, demolition of small buildings on a property, removal, transportation, and disposal of the debris, and for work that involves minimal use of owner-supplied costly materials and equipment. Work of a skilled nature and work involving the extensive installation of costly materials and equipment may require a permit and oversight by the Building Inspection Division.

2. At times, self-help may also enable a property owner to obtain a rehabilitation grant by reducing costs to an amount within the program limits for a grant.

3. When a portion of the rehabilitation work is to be done through self-help and the remainder is to be done by the contractor, the Housing Rehabilitation Specialist should ensure that the work being done by each of them does not interfere with or jeopardize the other's work. In cases where a separation in the timing of the work is not feasible, the Housing Rehabilitation Specialist should urge the owner and contractor to make their own arrangements on the timing so that each may do their own work without causing any interference in the work to be done by the other. In all instances, the owner will be better protected if work to be done through self-help is completed before the contractors start their work. Such completion will help avoid claims by the contractor for extras or damages the contractor may claim are caused by the self-help effort and will assure that when all work is finished the property will comply with Housing Code Standards and, where applicable, FHA Standards.

VIII. Grant Conditions

A. Numbering of Applications

CD staff shall assign a number to each application for a rehabilitation grant in accordance with the requirements of this section. Staff shall enter the assigned number in the spaces provided on the applicable forms and documents related to the rehabilitation grant in the following format:

1. First two numbers will denote the fiscal year in which the application was received (i.e., in 2019-2020 use "19") followed by a hyphen;
2. Following the year, each file will contain a two letter code identifying the type of project the grant will be given as follows:
    - RC = Full Rehab with CDBG funds
    - RH = Full Rehab with HOME funds
    - MC = Major Components (CDBG only)
    - MA = Major Components (ARPA only)
3. Following the year and loan/grant type, three digits will denote the chronological order of the application in the year received. The first number in the sequence is 001 and graduated one number for each application received; restart the chronologic numbering at 001 with every year change.
4. The final placeholder in the file numbering system shall represent the Ward in which the property is located (1 through 6).

As an example, the file number "20-MC025-4" indicates it is the 25th application received in fiscal year 2020. The file is also a major component loan/grant and is located in Ward 4.

All application numbers will be recorded in the Neighborly Software project tracking system under the client's project in the "Application Number" field.

Reuse of Application Numbers Not Permitted

An application number, once assigned by the staff, shall not be reused or reassigned. If a previous case to which the staff had assigned an application number is not approved and is resubmitted at a later date, the Staff shall assign the resubmitted case a new application number with the sequence number applicable at that time.

B. Processing and Approval of Grant Applications

Processing an application by CD staff consists of the completion of the functions listed below, assembly in one file with all supporting documents, and the review of the file to determine approval.

Preparation of Form

CD staff shall assist the applicant in the preparation of the CD rehabilitation application, as necessary. Every space provided for an entry on the application shall be completed. Amounts entered shall be rounded to the nearest dollar. If no amount is involved for an entry for a particular application, the entry shall be "none." Review and approval by the program staff of the application shall be based on the form completed in this manner. CD staff will enter the application into Neighborly Software and assign an application number.

Approval of Application for Grant

The CD rehabilitation staff shall meet regularly, with or without the CD Director, to review and approve applications for assistance. Applications will be evaluated based on various criteria including, but not limited to:

1. *Applicant Eligibility*. The Financial Analyst will report on applicant's eligibility, including income level.
2. *Property Eligibility*. The Housing Rehabilitation Specialist will provide a funding recommendation based on results of inspection and pre-construction requirements.
3. *Priority*. The CD rehabilitation staff will determine the order projects will be funded based on the severity and immediate impact to the health, safety, and welfare of the occupants.
4. Once a project has been approved for funding, CD staff will notify the applicant in writing.
5. If a CD grant is being supplemented by another loan/grant, the rehabilitation grant is not considered approved until the loan/grant from the outside lender has been approved. In this case, CD staff shall not advise the applicant concerning approval of the CD grant, nor proceed with any of the rehabilitation work, until the reservation of other loan/grant funds are received.
6. If CD staff determines a CD application cannot be approved, a written statement of the reasons for the determination will be sent to the applicant and made part of the file. CD staff will update the application status in Neighborly Software.
7. The original completed, approved CD application will be retained with the supporting documentation in the application file.

C. Grant Conditions

The specific terms and conditions with respect to a rehabilitation grant are incorporated in the City of Jackson Community Development Department Application for Housing Rehabilitation Assistance (CD Housing Application). The applicant shall agree, and by signing the CD Housing Application, does agree to:

1. *Civil Rights* - comply with all City requirements with respect to Title VI of the Civil Rights Act of 1964, as amended, to not discriminate upon the basis of race, color, religion, sex, handicap, familial status or national origin in sale, lease, rental, use or occupancy of the subject property.
2. *Equal Employment Opportunity* - abide by the provisions of Executive Order 11246 concerning equal employment opportunity if the sum to be charged for the remediation work is more than $10,000 with respect to a residential property.
3. *Cancellation of Grant* - return of grant proceeds with no right, interest or claim in the proceeds if the grant is cancelled before the rehabilitation work is started.
4. *Use of Proceeds* - shall be used to pay for closing costs, services, and materials necessary to carry out the rehabilitation work for which the grant will be approved.
5. *Completion of Work* - assure that the rehabilitation work shall be carried out promptly and efficiently through written contract let with the prior concurrence of the City.
6. *Ineligible Contractors* - not award any contract for remediation work to be paid for in whole or in part with the proceeds of the grant to any contractor who, at the time, is ineligible under the provisions of any applicable regulations issued by the Chief Building Official, City of Jackson, or specific program regulations, to receive an award of such contract. Contractor requirements are outlined in detail in the Contractor section of these guidelines.

7. *Inspection* - inspection by the City or its designee of the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work.
8. *Records* - keep such records as may be required by the City with respect to the project work completed.
9. *Interest of Certain Federal Officials* - not permit any member of or Delegate to the Congress of the United States, and no Resident Commissioner, to share in any proceeds of the grant, or in any benefit arising from the same.
10. *Bonus, Commission, or Fee* - not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of the grant application, or any other approval or concurrence required by the City or its designee, to complete the project work, financed in whole or in part with the project grant. Not pay any bonus, commission or fee for the purpose of obtaining the Government's approval of the subsidized grant application, or any other approval or concurrence required by the U.S. Government or its designee, to complete the rehabilitation work, financed in whole or in part with the subsidized rehabilitation grant.
11. *Interest of the City* - allow no member of the governing body of the City who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities, to have any interest, direct or indirect, in the proceeds of the grant, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation grant.
12. *Interest of Other Local City Officials* - allow no member of the governing body of the City in which the property to be remediated is situated, and no other City official of the locality who exercises any functions or responsibilities in connection with the administration of the federally assisted project or program, and no other officer or employee of the City who exercises such functions or responsibilities to have any interest, direct or indirect, in the proceeds of the grant, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of a rehabilitation grant.

The specific terms and conditions with respect to a subsidized grant to a residential property are incorporated in the mortgage or other security instruments as applicable, and the promissory note.

1. *Cancellation Provision* - the City retains the right to cancel a grant subsidy if, within 30 days from the note's execution, the rehabilitation work has not commenced. The City may extend the 30-day period by not more than 30 days due to unforeseen and extenuating circumstances.
2. *Additional Extension* - CD staff shall not grant any further extensions of time without prior written concurrence by the Director of Community Development. If the grant is to be canceled because of failure to begin anticipated rehabilitation work within the allowed period of time, CD staff shall initiate cancellation in accordance with the cancellation procedures outlined in this manual.
3. *Disapproval of Grant Application* - disapproval of any grant application constitutes a formal rejection and CD staff shall advise the applicant accordingly and properly document the file. In the case of special or extenuating circumstances, CD staff may re-examine an application along with the documentation necessary to support the request for reconsideration.
4. *Applicant Cancels Grant Application* - in the event the applicant chooses to cancel the grant application prior to grant closing, CD staff shall document the request with a letter to the applicant.

5. *Default and Foreclosure* - if an owner defaults on a grant and a workout plan to modify the grant terms is not approved, the foreclosure process will be instituted by the City Attorney (if applicable).

E. Grant Security

In order to create a valid lien on a rehabilitated property, the City must exercise extensive care in the execution of all grant agreements. Any inaccuracy or omission may have a negative effect on the validity of the lien.

1. The property description shall accurately reflect the legal description provided by the title company on improved property and exclude any other property owned by the applicants. Legal descriptions must match that provided in the title work; legal descriptions defined by the City for taxing purposes may not be used.
2. Notarized signatures shall include, as applicable, all joint tenants, and both spouses.
3. Evidence of recordation any necessary legal documents shall be maintained in the property file in the CD Department.

F. Discharge of Mortgage

Upon completion of the grant term or upon an approved sale or transfer of the property, CD staff will execute paperwork to discharge the recorded mortgage, if applicable. The mortgage discharge will be submitted to the Jackson County Register of Deeds and the original mortgage will be mailed to the property owner.

IX. Contract Award, Grant Closing, Notice to Proceed

A. Award of Contract

1. Contracts are awarded to the lowest responsible bidder within the parameters of these guidelines. In determining the lowest responsible bidder, CD rehabilitation staff shall consider, in addition to price:
    a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
    b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
    c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
    d. The quality of performance of previous contracts or services;
    e. The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service;
    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
    g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
    h. The ability of the bidder to provide future maintenance and service for eighteen (18) months after completion of work;
    i. The number and scope of conditions attached to the bid.
2. The property owner has the option to select a qualified contractor who participated in the bidding process even if it is not the lowest in price. However, the difference in cost between the lowest price and the contractor's bid selected by the homeowner is the responsibility of the homeowner and may not be made part of the rehabilitation grant.
3. The Contractor is ultimately responsible for the bid and its content that encompasses the entire project. This includes site familiarity, inspection, review of the scope of work, measurements and quantities, facilities, materials, equipment, labor, power, water, if required, as well as those listed by subcontractors within the bid document.
4. Before award of a contract, CD must ensure the responsible low bidder (or alternate contractor selected by the homeowner) is not debarred from performing federally funded contracts through www.sam.gov.
5. The contract shall be awarded after the applicant has properly executed the rehabilitation grant.

B. Pre-Construction Conference and Grant Closing

CD finance staff shall schedule a pre-construction conference at the project property to be attended by the homeowner, contractor who submitted the winning bid, CD finance staff, and the Housing Rehabilitation Specialist. The purpose of the meeting will be to extensively review the scope of work, construction contract, and grant documents.

1. Obtain the homeowner's and contractor's signature on three (3) copies of the rehabilitation work contract with fully signed originals distributed to:
    a. Contractor;
    b. Homeowner;
    c. File.

2. Discuss permit requirements, if any. It is the contractor's responsibility to obtain any and all permits required for the project and to request inspections from the appropriate trades inspector at the appropriate times during the course of permitted work, including a final inspection.
3. **Remind both the homeowner and contractor that under no circumstance may an outside agreement exist between the homeowner and contractor or other agency during the construction period. Failure to comply with this provision will result in the termination of the contract and require immediate repayment of the funds expended by the City of Jackson.**
4. If any item in the work specifications requires a color or material selection, the contractor must work directly with the homeowner to obtain their preferences.
5. If temporary relocation is required as part of the project, explain the requirements of relocation and discuss if temporary housing and a food allowance will be needed or if homeowner would opt for a stipend if they are able to be temporarily housed by friends or family.
6. Review and obtain homeowner signatures on various documents necessary to perfect the grant agreement
7. Execute the Mortgage Note and Mortgage. Provide copy of unrecorded, signed Mortgage Note and Mortgage to homeowner.
8. Execute and issue the Notice of Award; provide copy to homeowner and contractor.
9. Explain the homeowner's 3-day right of rescission and execute the Notice of Right of Rescission in triplicate. Provide homeowner two (2) copies of the Notice of Right of Rescission and retain one (1) copy containing the original signature documenting receipt in the project file.
10. Sign the Notice to Proceed which will be held by CD until the expiration of the rescission period.
11. If the homeowner does not rescind the grant, record the Mortgage at the Jackson County Register of Deeds after expiration of the rescission period and issue the Notice to Proceed (if applicable).

C. Notice to Proceed

The Notice to Proceed order for a rehabilitation construction contract shall be executed by the property owner with the grant agreement, and issued by CD to the contractor after the expiration of the rescission period. The start of construction must begin within 30 days or less from the date of the Notice to Proceed.

XI. Construction Inspection and Contractor Payment

A. Construction Inspections

Responsibility for Making Inspection

The Housing Rehabilitation Specialist shall make inspections of construction work in all cases involving a CD rehabilitation grant. To accomplish this, the Housing Rehabilitation Specialist shall make:

1. Interim compliance inspections, as necessary, to assure that the construction work is being completed in accordance with the construction contract, but in no case than once per week.
2. A final inspection to determine that the construction work has been completed in accordance with the construction contract. The Housing Rehabilitation Specialist and any specialists from CD, as may be required, shall accompany the Housing Rehabilitation Specialist on the final inspection and shall provide the Housing Rehabilitation Specialist with a written report of their findings.

Certification of Final Inspection

After the Housing Rehabilitation Specialist determines that the rehabilitation work has been fully and satisfactorily completed and the final inspection report obtained, the Certificate of Final Inspection (or equivalent) shall be prepared (original and two copies). The Certificate of Final Inspection shall be distributed as follows:

- Signed original to the owner.
- Signed copy retained in the project file.

Supplemental Inspections

In some cases defects and inadequacies in the construction work, not apparent at the time of final inspection, may become apparent after final payment for the work has been made and the Certificate of Final Inspection issued. Most of these problems should be minor, such as doors and windows that stick after painting. However, others are serious, such as roof leaks not ascertainable until after a rain, defects in a heating system installed during the non-heating season that were not revealed in the limited tests after installation, and plumbing leaks that were not detected in the final inspection.

The Housing Rehabilitation Specialist shall notify the contractor in writing of any defects to be corrected and shall stipulate the time period for correction. In emergency situations, including but not limited to, roof leaks, furnace failure, plumbing leaks, etc., the Housing Rehabilitation Specialist will necessitate immediate attention.

B. Contractor Payment

Inspection for Progress Payments and Final Payment

Inspection of construction work shall be made in accordance with the following:

1. *Progress Payments*: Complex or phased projects where work cannot reasonably be completed within 30 days may allow for progress payments in the contract. A compliance inspection of the rehabilitation work shall be made before the City makes a progress payment on a contractor's invoice. The Housing Rehabilitation Specialist shall prepare an inspection report (original and one copy) for cases involving a rehabilitation grant.
    a. If the inspection report indicates the work completed is satisfactory, CD financial staff shall draw a progress payment on the escrow account check payable to the borrower and the intended payee.

b. If the work completed is not in accordance with the construction contract for a progress payment, the Housing Rehabilitation Specialist shall advise the contractor of any noncompliance in the construction work, or of an incorrect invoice submitted by the contractor. The Housing Rehabilitation Specialist shall request appropriate corrective action from the contractor. No payment shall be made on a construction contract until the contractor has satisfactorily completed the necessary corrective action.

2. *Upon Completion of the Rehabilitation:* The contractor shall submit a final invoice for all the work completed in accordance with the contract. The Housing Rehabilitation Specialist shall then arrange for a final inspection the work. Attendance by the contractor during the final inspection is at the discretion of the Housing Rehabilitation Specialist. Prior to payment of the contractor's final invoice, the Housing Rehabilitation Specialist will obtain a Homeowner Satisfaction form from the homeowner.

3. *Final Payment*: When the final inspection determines the work is satisfactorily completed in accordance with the contract, the Housing Rehabilitation Specialist shall obtain from the contractor a full, unconditional release of liens and a copy of each manufacturer's warranty, if any. After receipt of the release of liens, including releases from all subcontractors and suppliers (if applicable) and a copy of each warranty, CD shall make final payment. CD shall then prepare the Certificate of Final Inspection (or equivalent).

4. *Homeowner Satisfaction*. In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with the City of Jackson Chief Building Official within five (5) calendar days. Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

C. Warranty

All work performed by the contractor is covered by ~~a twelve (12)~~ an eighteen (18) month warranty. The contractor may be required to correct significant defects and inadequacies in the work performed under the contract. For this reason, the Housing Rehabilitation Specialist shall inform the owner in writing of warranty requirements upon completion of the rehabilitation.

Any defects that appear within the warranty period and arise out of improper workmanship shall be corrected and made good by the contractor at his/her expense.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Joint Share Agreement - Jackson Fire Department & Summit Township Fire Department

---

Recommendation:

It is recommended that the City Council approve the resolution supporting continued collaboration between the City of Jackson Fire Department and the Summit Township Fire Department as we work toward developing a Shared Service Agreement.

JACKSON
Founded 1829

DEPARTMENTAL REPORT

MEMO TO: Jonathan Greene, City Manager

FROM: Tim Gonzales, Fire Chief

DATE: November 18, 2025

RECOMMENDATION: Support a resolution endorsing continued collaboration between the City of Jackson Fire Department and the Summit Township Fire Department toward the development of a Joint Services Agreement designed to enhance community safety and service delivery.

ISSUE STATEMENT

The City of Jackson Fire Department and the Summit Township Fire Department currently operate as independent organizations, each with separate staffing, training, and administrative structures. While both departments provide high-quality service, operating independently can create barriers to optimizing resources and reducing emergency response times.
This resolution seeks to strengthen collaboration between the two departments with the shared goal of providing outstanding services to our communities through a joint services approach.

DESCRIBE THE CONSEQUENCES

Without continued progress toward a shared service framework, both communities may experience ongoing inefficiencies such as duplicated efforts, resource allocation, inconsistent training standards, and limited capacity to deploy the closest and most appropriate resources to an emergency.

These gaps can directly affect our ability to reduce response times, decrease the impact of fire on our communities, and ensure the most effective and efficient emergency response possible. By not pursuing collaborative solutions, we miss opportunities to enhance safety, improve firefighter readiness, and strengthen our collective impact.

OWNERSHIP

As Fire Chief, I recognize that both departments share the responsibility to continually improve how we protect and serve our residents. This issue has found its way to us through our shared mission—to provide outstanding services to our communities and to do so more effectively through cooperation and innovation.

Our department is accountable for exploring solutions that align with that mission, ensuring that our decisions today create a more resilient and responsive fire service for the future.

SOLUTION

Short-term (tactical):
Support the proposed resolution that affirms both departments' commitment to continue working collaboratively toward a Joint Services Agreement. This resolution provides the authority and framework to collect operational data, analyze performance, and design practical steps that improve efficiency and service delivery.

Long-term (strategic):
Our objective is to develop a shared service model that provides measurable and sustainable benefits to both communities. This model will focus on reducing response times, minimizing the impact of fire on lives and property, and enhancing regional emergency response capacity. We will prioritize long-term sustainability by aligning resources, improving operational efficiency, and ensuring fiscal responsibility. Additionally, the framework will emphasize joint training, resource sharing, and streamlined operations to guarantee effective and resilient fire service delivery for years to come.

FACILITATE IMPLEMENTATION

It is recommended that the City Council approve the resolution supporting continued collaboration between the City of Jackson Fire Department and the Summit Township Fire Department as we work toward developing a Shared Service Agreement.
This resolution will give both departments the support and direction needed to continue joint planning, collect data, and evaluate operational improvements. It also reaffirms our shared mission to provide outstanding service to our communities — reducing response times, limiting the impact of fire, and strengthening the safety and resilience of the residents we serve.

ATTACHMENTS

1. Resolution - Joint Share Agreement - Memo
2. RESOLUTION - JFD - SFD

CITY OF JACKSON MICHIGAN

Fire Department
518 N. Jackson St. • Jackson, MI 49201
517-788-4150 • www.cityofjackson.org

MEMORANDUM

DATE: **November 7, 2025**

TO: **City Council**
CC:

FROM: **Fire Chief Tim Gonzales**

SUBJECT: **Resolution Supporting Continued Collaboration Between the City of Jackson Fire Department and the Summit Township Fire Department Toward a Joint Services Agreement**

Background

The City of Jackson Fire Department and the Summit Township Fire Department currently operate as independent organizations, each maintaining separate staffing, training, and administrative structures. While both departments consistently provide high-quality service to their respective communities, operating independently can create barriers to fully optimizing resources, improving response times, and maximizing operational efficiency.
Recognizing these challenges, both departments have initiated collaborative discussions aimed at developing a Joint Services Agreement designed to enhance community safety, service delivery, and overall operational effectiveness.

Purpose

The purpose of this resolution is to affirm continued collaboration between the two departments in pursuit of a shared service framework. The Joint Services Agreement will:

- Strengthen coordination between departments to ensure the closest, most appropriate resources respond to emergencies.
- Enhance firefighter readiness through shared training, standardized procedures, and unified operational practices.
- Reduce inefficiencies such as duplicated efforts, inconsistent standards, and fragmented resource allocation.
- Improve long-term sustainability by aligning operations and fostering fiscal responsibility.

This collaboration reflects a shared commitment to providing exceptional fire and emergency services to both communities through cooperation and innovation.

Recommendation

Approval of this resolution is in the best interest of the City and its residents. Supporting continued collaboration will:

- Authorize both departments to continue collecting operational data and evaluating shared service options.
- Provide a framework for analyzing performance, designing joint strategies, and improving service delivery.
- Strengthen inter-agency cooperation and position both departments to deliver faster, safer, and more efficient emergency response.
- Reinforce our shared mission to reduce response times, minimize fire impact, and enhance community safety and resilience.

Action Requested

It is respectfully recommended that the City Council approve the resolution supporting continued collaboration between the City of Jackson Fire Department and the Summit Township Fire Department toward the development of a Joint Services Agreement.
Approval of this resolution will provide both departments with the authority and direction needed to advance joint planning, conduct operational analyses, and design a sustainable shared service model that benefits both communities for years to come.

RESOLUTION

RESOLUTION NO. [XXXX]

A RESOLUTION IN SUPPORT OF CONTINUED COLLABORATION BETWEEN THE SUMMIT TOWNSHIP FIRE DEPARTMENT AND THE CITY OF JACKSON FIRE DEPARTMENT TOWARD THE DEVELOPMENT OF A SHARED SERVICE AGREEMENT

WHEREAS, the safety and well-being of the residents, businesses, and visitors of Summit Township and the City of Jackson are of paramount importance; and

WHEREAS, the Summit Township Fire Department and the City of Jackson Fire Department currently operate as separate organizations, each maintaining its own staffing, equipment, training, and administrative structures; and

WHEREAS, both departments recognize the value of collaboration to improve operational efficiency, enhance service delivery, and strengthen emergency response capabilities; and

WHEREAS, through recent discussions, both departments have expressed mutual interest in exploring a shared service framework that maintains local identity while identifying opportunities for cooperation in areas such as staffing, training, equipment, and response operations; and

WHEREAS, collecting and evaluating operational data under real-world conditions will assist both communities in assessing the potential benefits and challenges of a shared service approach;

NOW, THEREFORE, BE IT RESOLVED BY THE [GOVERNING BODY] OF [JURISDICTION NAME]:

That the [Council/Board] hereby supports the ongoing collaboration between the Summit Township Fire Department and the City of Jackson Fire Department in their efforts to develop a comprehensive shared service agreement.

The purpose of this resolution is to affirm support for continued study, data collection, and joint planning activities that will inform future decisions regarding shared operations.

The results of this evaluation and collaboration shall be presented to the governing bodies of both Summit Township and the City of Jackson, along with recommendations for next steps in advancing cooperative fire service delivery.

PASSED AND ADOPTED by the [Governing Body] of [Jurisdiction Name] this [Date] day of [Month], [Year].

SIGNED:

[Name], Chair/Mayor/President

[Name], Clerk/Secretary

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Pension Modifications - City of Jackson Fire Department

---

Recommendation:

Consider approving the Letter of Agreement between the City of Jackson and the Jackson Firefighters Union IAFF Local 1306 for pension plan modifications.

DEPARTMENTAL REPORT

MEMO TO: City Manager

FROM: Doria LaPorte

DATE: 11/17/2018

RECOMMENDATION: **Recommendation to Approve LOA Enhancing Fire Pension Benefits and Retention**

ISSUE STATEMENT

The current pension design for members hired after July 1, 2012—characterized by a lower benefit multiplier and continued defined-contribution payments—has created a disparity within the retirement system that impacts long-term financial security for newer employees. This imbalance has contributed to recruitment and retention challenges within the Fire Department.

The proposed LOA addresses this issue by enhancing pension benefits, aligning contribution structures, and increasing the benefit multiplier for affected members. Strengthening the overall retirement package is expected to improve employee retention, support workforce stability, and increase the department's competitiveness in attracting and keeping qualified firefighters.

DESCRIBE THE CONSEQUENCES

If the LOA is not approved, the current pension disparity remains, which may disadvantage members hired after July 1, 2012. This will likely worsen recruitment and retention challenges, increase turnover, and reduce the department's ability to maintain a stable, experienced workforce. These impacts can strain team morale, increase overtime costs for the City, and ultimately affect service levels and response reliability for residents.

OWNERSHIP

Staffing, recruitment, and retention fall under Personnel's duties. Since the pension structure directly affects the City's ability to keep and attract firefighters, Personnel is responsible for helping develop and recommend a solution.

SOLUTION

The City and the Union intend to enter into a Letter of Agreement (LOA) to modify the pension benefit structure for eligible bargaining-unit members hired after July 1, 2012. Key provisions include:

- **Termination of DC Contributions:** Upon enactment of the LOA, both City and employee contributions to the MERS defined contribution plan will cease.
- **Member Contribution Rates:**
    - *Hired before June 30, 2012:* Contributions set at 16.50% from ratification through December 31, 2028, then reduced to 15.00%.

    - *Hired after July 1, 2012:* Contributions set at 16.50% from ratification through December 31, 2028, then reduced to 13.00%.

- **Benefit Multiplier Increase:** Members hired after July 1, 2012, will have their pension benefit multiplier increased from 1.5% to 2.75% for all past and future service.
- **Pension Cap:**
    - 73% cap for members hired on or before December 31, 2023.
    - 75% cap for members hired on or after January 1, 2024.
- **Disability Benefits:** All disability-related provisions remain unchanged and follow the current collective bargaining agreement.

FACILITATE IMPLEMENTATION

Approve the LOA to improve pension equity, strengthen retention, and support stable fire department staffing.

CITY OF JACKSON
Founded 1829

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

MEMO TO: Mayor and Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Pension Modifications - Fire

Recommendation:

Consider approving the Letter of Agreement between the City of Jackson and the Jackson Firefighters Union IAFF Local 1306 for pension plan modifications.

The City of Jackson and the Firefighters Union (IAFF Local 1306) have agreed to update the pension plan for firefighters hired after July 1, 2012, improving their retirement benefits by increasing the pension multiplier from 1.5% to 2.75% for all past and future service and setting a 75% pension cap. In exchange, firefighter contribution rates will rise—6.5% for post-2012 hires and 2% for pre-2012 hires—with slightly higher temporary rates in effect through June 30, 2028, to address unfunded costs. The City will end contributions to the separate MERS defined contribution plan, and all members will now have uniform disability benefit provisions. These changes align retirement benefits across generations of firefighters and strengthen the long-term stability of the Department and Retirement System.

Highlights

- Firefighters hired **after July 1, 2012** who are part of the City's Firemen Retirement System who were hired under the City's Hybrid Pension system
- The pension benefit multiplier (the factor used to calculate retirement pay) increases from 1.5% to 2.75% for all past and future service
- The **pension cap** (maximum percentage of final pay a retiree can receive) will be 75%.
- Disability benefits will now match the same provisions as those for firefighters hired before 2012
- City and member payments into the separate MERS (defined contribution) plan will stop
- Firefighter contributions to the pension plan will increase:
    - For those hired after 2012: +6.5%
    - For those hired before 2012: +2%
- Temporary higher contribution rates will apply for 5 years (until June 30, 2028) to help cover unfunded costs
- These contribution rates will continue beyond the current labor contract (CBA) and cannot be changed until after July 1, 2028
- Firefighters can retire with a full pension after 25 years of service, at any age
- The multiplier and cap depend on when they were hired

LETTER OF AGREEMENT
BETWEEN THE CITY OF JACKSON, MICHIGAN
AND LOCAL 1306 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

This Letter of Agreement ("LOA") is entered into this _____ day of_____, 2025, by and between the City of Jackson ("City") and Local No. 1306 of the International Association of Firefighters ("Union").

The undersigned parties agree and acknowledge the following:

The City and Union are parties to a collective bargaining agreement with a term of July 1, 2024 through June 30, 2028 ("CBA").

The City and Union wish to enter into this LOA for the purpose of changing the pension benefit plan design for members of the Union who were hired after July 1st, 2012, and are also members of the City of Jackson Firemen Retirement System to a 2.75% benefit multiplier for all past and future employment service.

The City and the Union agree as follows:

1. Both parties agree that payments from the City and the members into the MERS defined contribution plan would cease upon the enactment of this LOA.

2. Both parties agree that member contributions would increase 6.5% for members hired after July 1st 2012.

3. Both parties agree to increase the benefit multiplier for all active members hired after July 1st 2012 from 1.5% to 2.75% for all past and future service.

4. Both parties agree the pension cap will be 75% and all disability benefit provisions will be consistent with members hired before July 1st, 2012 in the current CBA.

Pension contributions are as follows:

Member Contribution Rates- Ultimate Rates-After 5 Years	**Ratification of LOA**	**Cont. Increase**
Firefighters -Hired before 6/30/2012	15%	+2%
Firefighters-Hired after 7/1/2012	13%	+6.5%
Member Contribution Rates- (Temporary Rates for 5 Years) (Temporary Additional Member Contribution (5 Year UAAL Amortization)	**Ratification of LOA until June 30, 2028**	**Cont. Increase**
Firefighters -Hired before 6/30/2012	16.5%	+3.50%
Firefighters-Hired after 7/1/2012	14.5%	+9.75%

These member contribution rates will survive expiration of the current CBA and shall not be subject to negotiations until after the CBA in effect on July 1, 2028 expires.

The parties agree that Article 23, Pension Amendments, Section 23.8 Pension Age and Service Requirement on pages 30-32 and Appendix E on pages. 58-60 of the CBA will be stricken from the CBA and replaced with the following language.

Section 23.8.Pension Age and Service Requirements.
All employees eligible for an Act 345 retirement must satisfy the following years of service as a full-time employee and age requirements to qualify for the defined benefit pension:

Hire Date	Minimum Years of Service for a full service retirement	Minimum Age	Multiplier First 25yrs	Multiplier After 25yrs	Pension Cap
On or before December 31, 2003	25	Any	On or before January 31, 2009 2.75% On or after February 1, 2009 2.9%	1.0%	73%
Between January 1, 2004 and June 30, 2012	25	Any	On or before January 31, 2009 2.75% On or after February 1, 2009 2.9%	1.0%	75%
July 1, 2012 to the present date	25	Any	2.75%	1.0%	75%

All multipliers and pension caps shall be as provided for in the above chart.

5. This LOA shall apply to all current and future members of the Union who are eligible for pension benefits at the time this LOA is made effective.

International Association of Fire Fighters,
Local, 1306

_____
President

Date:_____

_____
Vice President

Date:_____

City of Jackson

_____
City Manager

Date:_____

_____
Fire Chief

Date:_____

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Establish Bicentennial Commission for City of Jackson

---

Recommendation:

Adopt for first reading, the establishment of a temporary Bicentennial Commission ("Commission") to guide and coordinate planning, fundraising, and commemorative activities in celebration of the City of Jackson's 200th anniversary in 2029. Authorize the City Manager and City Attorney to make minor modifications as necessary.

Ordinance No. _____-2025

An Ordinance amending Chapter 2, Administration, Article II, Board and Commissions, Division II, by adding Sections 2-374-2-380, Bicentennial Commission, to Establish a Temporary Bicentennial Commission to Plan and Coordinate the City of Jackson's 200th Anniversary in 2029.

The People of the City of Jackson Ordain:

BICENTENNIAL COMMISSION

Sec. 2-374). Purpose

The purpose of this ordinance is to establish a temporary Bicentennial Commission ("Commission") to guide and coordinate planning, fundraising, and commemorative activities in celebration of the City of Jackson's 200th anniversary in 2029. The Commission shall serve for a limited term, ensuring thoughtful, inclusive, and fiscally responsible planning in coordination with the City's executive leadership and community stakeholders. The commission will ensure the celebration honors the city's history, diversity, and future vision.

Sec. 2-375. Creation of Commission

1. There is hereby created the Jackson Bicentennial Commission.
2. The Commission shall commence upon the effective date of this ordinance and shall cease to exist on December 31, 2029, unless extended by further action of the City Council.

Sec. 2-376. Membership and Appointment

1. The Commission shall consist of fifteen (15) members appointed by the Mayor and approved by City Council and shall reflect a broad cross-section of the Jackson community and include individuals representing civic, cultural, business, educational, and historical interests. Commission appointees shall be as follows:
   a. Mayor or his/her appointee (1)
   b. City Council member (1)
   c. City Manager or his/her appointee (1)
   d. Jackson County Historical Society member (1)
   e. Education representatives (2) – Jackson Public Schools faculty member and Jackson College faculty member as recommended by the Superintendent and President respectively
   f. Arts and Cultural Representatives (2) – City Public Arts Commission and Ella Sharp Park Board members

g. Business and Tourism Representation – (1) A representative from either the Chamber, DDA, or Experience Jackson
h. Community and Civic Leaders – (3) NAACP Designee, Non-Profit, Community
i. Faith or Interfaith Representative – (1)
j. Youth Representative – (2) Youth Council members

2. Any number of non-voting ex-officio members may be added to the commission by vote of the commission.

Sec. 2-377. Terms of Office and Vacancies

1. Each member shall serve until December 31, 2029.
2. Vacancies shall be filled in the same manner as the original appointment for the remainder of the unexpired term.
3. A member may be removed for misfeasance, malfeasance, or nonfeasance pursuant to those procedures set forth in the City Charter and Code of Ordinances.

Sec. 2-378. Officers and Meetings

1. The Commission shall elect from among its members a Chair, a Vice-Chair, Treasurer and a Secretary, who shall serve at the discretion of the Commission during its term.
2. Commencing in 2026, the Commission shall meet quarterly, and more frequently as necessary. In 2028, the Commission shall convene monthly. All meetings of the Bicentennial Commission shall comply with Michigan's Open Meetings Act.

Sec. 2-379. Duties and Responsibilities

The Commission shall:

1. Develop a comprehensive plan for Bicentennial events, educational programs, and civic projects to be submitted for City Council approval.
2. Advise the Mayor, City Council, and City Manager on scheduling, promotion, and execution of celebratory activities.
3. Work proactively to raise supplemental funds from local businesses, foundations, and philanthropic partners to enhance Bicentennial programming.
4. Recommend a budget appropriation for Fiscal Years 2028 and 2029 to support core Commission operations and key celebratory events.
5. Provide periodic updates to City Council on planning progress and fundraising efforts.

6. Solicit and accept grants and donations on behalf of the City of Jackson for public purposes related to Bicentennial events, programming and promotion.
7. A dedicated line-item may be included in the City Budget for Fiscal Year(s) 2028 and 2029 to support the Commission's operational needs and event execution (e.g., administration, marketing, community outreach, event logistics).

8. By January 1, 2030, the Commission shall submit a final report to the City Council summarizing planning accomplishments, financial statements (including fundraising outcomes and expenditures), and recommendations for legacy projects tied to the Bicentennial.

Sec. 2-380. Severability

Should any section of this ordinance be declared invalid, the remainder shall continue in full force and effect.

Effective Date

This ordinance shall take effect thirty (30) days from second reading and final adoption in accordance with the City Charter.

JACKSON
Founded 1829

MEMO TO: Mayor and City Councilmembers

FROM: Jonathan Greene, City Manager

DATE: November 18, 2025

SUBJECT: Eyes on the Block: Community Safety Camera Pilot Proposal

---

Recommendation:

Approve a 12-moth pilot program that authorizes the implementation of the “Eyes on the Block” Community Safety Camera Pilot Program, authorizes the expenditure of up to $50,000 for program costs, and directs the City Manager to oversee program development, reporting, and evaluation.

Eyes on the Block: Community Safety Camera Pilot Proposal

Purpose

The City of Jackson continues to face challenges with violent crime, theft, and property damage concentrated in certain neighborhoods. "**Eyes on the Block**" is a proposed community safety camera pilot that empowers residents to work together with the City and law enforcement to deter, detect, and solve violent crime incidents.

The pilot would provide **100 residential or small-business outdoor cameras** (e.g., doorbell or floodlight-style devices) to residents in areas with the highest concentrations of violent crime. These cameras would be **resident-owned**, voluntary, and designed to strengthen neighborhood security while protecting privacy and civil rights.

Program Overview

- **Name:** Eyes on the Block – Community Safety Camera Pilot
- **Scope:** 100 cameras deployed across 2–3 high-crime neighborhoods
- **Duration:** 12-month pilot
- **Budget:** Not to exceed $50,000
- **Goal:**
    1. Deter and reduce violent and property crime
    2. Increase case clearance rates through resident-provided video evidence
    3. Strengthen neighborhood engagement and trust between residents and the City

---

Implementation Plan

Phase 1 – Program Design & Setup (Month 1)

- Identify pilot zones using police data on violent crime, assaults, and robberies.
- Develop resident sign-up process (online form and in-person enrollment).
- Finalize camera selection, procurement, and program guidelines.
- Draft participation consent and privacy statements outlining voluntary footage sharing and resident ownership.

Phase 2 – Community Engagement & Enrollment (Months 2–3)

- Hold informational meetings in target areas explaining how to participate.
- Select and confirm 100 residents or small businesses to receive cameras.
- Schedule installation support where needed and distribute safety signage ("Eyes on the Block – Cameras in Use").

Phase 3 – Installation & Activation (Months 3–4)

- Distribute cameras to approved participants.
- Provide installation support for participants needing assistance (limited to basic mounting and Wi-Fi setup).

Phase 4 – Operation & Evaluation (Months 4–12)

- Law enforcement may request video footage from registered participants after a nearby incident.
- Quarterly reports summarize:
    - Number of cameras active
    - Incidents where footage was requested or used
    - Crimes cleared with assistance from the program
- Conduct mid-year and final evaluations comparing violent and property crime data in pilot zones to prior periods.

Phase 5 – Review & Expansion (Month 12)

- Present findings to City Council.
- Determine next steps for program expansion or continuation based on outcomes, public feedback, and available funding.

Budget Breakdown (Up to $50,000)

Category	Description	Estimated Cost
Camera Equipment (100 units)	Doorbell/floodlight cameras purchased in bulk (~$120 each average)	$12,000
First-Year Cloud Storage / Subscriptions	Optional subsidy to ensure continuous video recording (~$40 per unit)	$4,000
Installation & Setup Support	Technical assistance for participants who require help (~$100 per unit x 100 units)	$10,000
Community Outreach & Education	Sign-up events, printing, signage, flyers, public information materials	$5,000

Category	Description	Estimated Cost
Program Administration	Project coordinator, application processing, data tracking	$10,000
Evaluation & Reporting	Data analysis, performance review, and final report	$4,000
Contingency / Miscellaneous	Replacement units, Wi-Fi extenders, minor repairs	$5,000
Total Estimated Cost		**$50,000**

Privacy and Participation Guidelines

- Cameras remain the property of participating residents.
- Participation is voluntary. Residents can withdraw at any time.
- Law enforcement may request footage related to an incident but cannot directly access or monitor any camera.
- No live monitoring will occur by the City or Police Department.
- Participants agree to use cameras responsibly and avoid posting footage that targets individuals based on race, gender, or perceived identity.

Expected Outcomes

- Visible reduction in crime incidents in pilot areas.
- Stronger cooperation between residents and law enforcement.
- Faster identification of suspects and vehicles in violent or property crimes.
- Increased perception of safety and community ownership.

Resolution

CITY OF JACKSON, MICHIGAN
RESOLUTION NO. [XXXX]

A RESOLUTION TO APPROVE THE "TAKING BACK THE BLOCK" COMMUNITY SAFETY CAMERA PILOT PROGRAM

WHEREAS, the City of Jackson seeks to enhance neighborhood safety, deter violent crime, and strengthen partnerships between residents and law enforcement; and

WHEREAS, the City recognizes that many violent and property crimes occur in concentrated areas and that community-led safety initiatives have proven successful in other municipalities; and

WHEREAS, the proposed "Eyes on the Block" pilot program will provide up to 100 residents or small businesses in high-crime areas with exterior safety cameras to aid in the prevention and investigation of criminal activity; and

WHEREAS, participation will be voluntary, resident-owned, and privacy-focused, with no live monitoring by the City; and

WHEREAS, the total cost of the pilot shall not exceed $50,000, funded through available public safety or community improvement allocations;

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council hereby authorizes the implementation of the "Eyes on the Block" Community Safety Camera Pilot Program, authorizes the expenditure of up to $50,000 for program costs, and directs the City Manager to oversee program development, reporting, and evaluation.