



IF YOU WISH TO ADDRESS THE CITY COUNCIL,  
PLEASE COMPLETE FORM LOCATED ON DESK AT ENTRANCE AND PASS TO MAYOR.

## **AGENDA – CITY COUNCIL MEETING**

January 26, 2010  
7:00 p.m.

1. **Call to Order.**
2. **Pledge of Allegiance** – Invocation by Kenneth E. Gaiser, 4th Ward City Councilmember.
3. **Roll Call.**
4. **Adoption of Agenda.**
5. **Presentations/Proclamations.**
6. **Citizen Comments. (3-Minute Limit)**
7. **Consent Calendar.**
  - A. Approval of the minutes of the regular City Council meetings of January 12, 2010.
  - B. Approval of the request from the Jackson Storyfest Committee for police assistance and use of the City Council Chambers on Friday, May 7, 2010, for their annual Jackson Storyfest to be held on Friday and Saturday, May 7 and 8, 2010. (Recommended approval received from the Police, Fire, Traffic Engineering, and Purchasing Departments and the Downtown Development Authority. A Hold Harmless Agreement has been executed in lieu of insurance coverage.)
  - C. Approval of Traffic Control Order (TCO) No. 2042, prohibiting parking on the west side of the 400 block of N. East Avenue from Burr Street to Homewild Avenue.
  - D. Approval of Amendment No. 2 to the Topographic Mapping Services Contract, the first one-year extension to a three-year renewable contract, with Alpine Engineering, Inc., Novi, at an additional contract price of \$52,000.00, for additional topographic mapping, and authorization for the City Engineer and Interim City Manager to execute the appropriate document(s), in accordance with the recommendation of the City Engineer.
  - E. Receipt of notice of intent to file claim of appeal regarding demolition of St. John's Rectory, referral to the City Attorney for appropriate action and establishing February 9, 2010, at 7:00 p.m. as the date and time to hear the appeal before the City Council, as required under City Code, Chapter 13, Section 13-9(b)(2)a.
  - F. Receipt of the City of Jackson's summary of revenue and expenditures for six (6) months ended, December 31, 2009.
  - G. Receipt of CDBG Financial Summary Report through December 31, 2009.
  - H. Receipt of the Dangerous Building Report for December 31, 2009.
  - I. Receipt of a Summons and Complaint filed in Circuit Court by Abelardo Moralez, v. City of Jackson Police Department and four named Police Officers, and referral to the City Attorney for appropriate action.
  - J. Receipt of the City Engineer's report for street construction on W. Argyle Street from N. Wisner Street to N. West Avenue, and establishment of February 9, 2010, at the City Council meeting as the time and place to hold a public hearing of necessity.

- K. Establishment of February 9, 2010, at the City Council meeting as the time and place to hold a public hearing on the request to amend Industrial Development District #80 and an application for an Industrial Facilities Exemption Certificate filed by Refrigeration Sales, Inc., 910 Myrtle Street, and referral to City Affairs Committee for review and recommendation.

8. **Committee Reports.**

- A. Receipt of the City Affairs Committee report and consideration of the following recommendation:
  - 1. Direct City staff to revise the Citizen Participation Plan to include the restructuring of the Citizens Advisory Council, approve Alternative #2 - Membership by Community Leaders, and rename the group.
- B. Receipt of the Rules and Personnel Committee report and consideration of the following recommendations:
  - 1. Recommend to the City Council to follow the Education Associates recommendation No. 1, to conduct a second interview with Robert Hillard and then decide the next steps to be taken.
  - 2. Recommend to proceed with the Separation Agreement for Glenn Chinavare presented to the City Council at their January 12, 2010, City Council meeting.
  - 3. Recommend to the City Council that they establish a Finance Committee with not more than three City Councilmembers serving on the committee.

9. **Appointments.**

- A. Approval of the Mayor's recommendation to appoint Jeanne Kubish to the Region 2 Planning Commission filling a current vacancy, beginning immediately, and ending December 31, 2012.
- B. Approval of the Mayor's recommendation to appoint Victor Cuiss to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning February 1, 2010, and ending January 31, 2013.
- C. Approval of the Mayor's recommendation to reappoint Frederick L. Davies, Joseph Whelan, and Arlene Robinson to the Income Tax Board of Review for a three-year term each, beginning February 1, 2010, and ending January 31, 2013.
- D. Approval of the appointment of Michael Beyerstedt as the Fire Chief of the Jackson Fire Department, in accordance with the recommendation of the Interim City Manager.
- E. Approval of the appointment of Jon Dowling as the Director of Engineering/Department of Public Works, in accordance with the recommendation of the Interim City Manager.

10. **Public Hearings.**

- A. Public hearing to receive public comments for 2010-2011 Community Development Block Grant (CDBG) Housing and Community Development needs.
- B. Public hearing to amend the City's Brownfield Plan for property located at 249-269 W. Michigan Avenue (Anesthesia Business Consultants), to include property located at 230 W. Cortland Street, as recommended by the Jackson Brownfield Redevelopment Authority (JBRA), and the Community Development Director.
  - 1. Resolution approving the amended Brownfield Plan for property located at 249-269 W. Michigan Avenue, including property located at 230 W. Cortland Street.
- C. Public hearing to establish an Obsolete Property Rehabilitation District (OPRD #7) for property located at 230 W. Cortland Street. (City Affairs Committee recommends approval.)
  - 1. Resolution approving the establishment of an Obsolete Property District (OPRD #7) at 230 W. Cortland Street.
- D. Public hearing to approve an application for an Obsolete Property Rehabilitation Act (OPRA) Tax Exemption Certificate at 230 W. Cortland Street. (City Affairs Committee recommends approval for a 12-year term.)
  - 1. Resolution approving an application for an OPRA Tax Exemption Certificate.

- E. Public hearing to consider the approval of an application for a Personal Property Act Tax Exemption Certificate (PA 328) for MiraMed Revenue Group, 230 W. Cortland Street. (City Affairs Committee recommends approval for a 12-year term.)
    - 1. Resolution approving an application for the PA 328.
  - F. Public hearing on the request for a text amendment to the City's Zoning Ordinance, City Code, Chapter 28, adding regulations governing Wireless Telecommunication Facilities. (City Planning Commission and its staff recommends approval.)
    - 1. Consideration of an Ordinance amending Chapter 28, City Code, adding regulations governing Wireless Telecommunication Facilities.
11. **Resolutions.**
- A. Consideration of a resolution from the Liquor Control Commission regarding the request to transfer ownership of 2009 Class C licensed business with dance-entertainment permit, located at 1715 E. Michigan, from the Garage Billiards, Inc., to Lions Paw, Inc., and requests new official permit (dance-entertainment) for weekdays, 2:30 a.m. to 5:00 a.m.
12. **Ordinances.**
- A. Consideration of an Ordinance amending Chapter 25, City Code, adding Section 25-31 that will authorize issuing citations to district court, impounding vehicles, or immobilizing of vehicles where the owner of the vehicle has six or more unanswered parking tickets. (City Affairs Committee recommends approval.)
  - B. Final adoption of Ordinance No. 2010.02, amending Chapter 5, Section 5-3, City Code, to modify the requirements for building demolition.
13. **Other Business.**
- A. Consideration of the recommended revised 2011-2014 Transportation Improvement Program (TIP) list.
14. **New Business.**
- A. Receipt with regret the resignation of Vice Mayor/1<sup>st</sup> Ward Councilmember Carl Breeding from the City Affairs Committee, and appointment of a new committee member.
15. **City Councilmembers' Comments.**
16. **Manager's Comments.**
17. **Executive Session to discuss legal opinion of sale of real property.**
18. **Return to Open Session.**
- A. Consideration of the following requests from Carnegie Place, LLC, regarding a City owned vacant property located north of the Hayes Hotel and west of the Jackson District Library:
    - 1. Approve the Option to Purchase, Purchase Agreement, and Development Agreement as proposed;
    - 2. Approve the Option to Purchase, Purchase Agreement, and Development Agreement with modifications;
    - 3. Reject the Option to Purchase, Purchase Agreement, and Development Agreement; andAuthorization for the Mayor and City Clerk to execute the appropriate document(s), and for staff to make minor modifications if needed, in accordance with the recommendation of the City Attorney.
19. **Adjournment.**

## **JACKSON CITY COUNCIL MEETING**

### **MINUTES**

**JANUARY 12, 2010**

#### **CALL TO ORDER.**

The Jackson City Council met in regular session in City Hall and was called to order at 7:00 p.m. by Mayor Karen F. Dunigan.

#### **PLEDGE OF ALLEGIANCE – INVOCATION.**

The Council joined in the pledge of allegiance. The invocation was given by Councilmember Greer.

#### **ROLL CALL.**

Present: Mayor Karen F. Dunigan and Councilmembers Carl L. Breeding, Robert B. Howe, Daniel P. Greer, Kenneth E. Gaiser, Andrew R. Frounfelker and John R. Polaczyk—7. Absent: none.

Also Present: Interim City Manager Christopher W. Lewis, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

#### **AGENDA.**

Motion was made by Councilmember Breeding and seconded by Councilmember Polaczyk to have the presentation of the City's audit report after Citizen Comments and to consider Item E prior to Item D under New Business. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser and Polaczyk—6. Nays: Councilmember Frounfelker—1. Absent: 0.

Motion was made by Councilmember Howe and seconded by Councilmember Greer to adopt the agenda, as amended above. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

#### **CITIZEN COMMENTS.**

Tom Mathes, 137 N. Jackson Street, explained to the Council that after a snow storm he had to wait to have snow removed from his business location from Friday until the next Monday. He thanked Interim City Manager Lewis for personally visiting his business and stating that, in the future, he would not have to wait this length of time for snow removal.

Glenn Chinavare, 2009 Glen Drive, addressed the Council discussing his separation from City service. He humbly requested Council to do the right thing and stated that it has been a privilege to serve and it will continue to be a privilege to serve this community.

Scott Aughney, 707 N. Park, introduced himself as a candidate for the U.S. Congress and asked the Council to consider small businesses in the future.

### **PRESENTATIONS/PROCLAMATIONS.**

#### **A. PRESENTATION BY MARK KETTNER, REHMANN ROBSON, OF THE CITY OF JACKSON'S AUDIT REPORT FOR FISCAL YEAR 2008/09.**

Mr. Kettner briefly discussed the audit report, highlighting the Independent Auditors' Report, the General Fund income statement, the Governmental Funds balance sheet, Water and Sewer Funds and one insignificant finding.

Motion was made by Councilmember Gaiser and seconded by Councilmember Polaczyk to receive the report. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

#### **1. REVIEW OF MANAGEMENT LETTER COMMENTS AND SUGGESTIONS AND RECEIPT OF CITY RESPONSES.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to receive the City responses. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

### **CONSENT CALENDAR.**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to approve the following Consent Calendar. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

#### **Consent Calendar**

- A. Approval of the minutes of the regular City Council meeting of December 15, 2009.
- B. Approval of the payment of the Region 2 Planning Commission Invoices, in the amount of \$8,982.32 and \$10,411.13, for planning services for the months of October and November 2009, respectively, in accordance with the recommendation of the Interim City Manager.
- C. Approval of the request of Jackson Right to Life to conduct their annual memorial motorcade on city streets, Saturday, January 16, 2010, beginning at 10:30 a.m. (Recommended approval received from the Police, Fire, Traffic Engineering and Public Services Departments. Proper insurance coverage received.)
- D. Approval of the request from the Jackson National Day of Prayer Task Force to conduct the National Day of Prayer service at 12:00 p.m. on Thursday, May 6, 2010, at Bucky Harris Park. (Recommended approval received from the Police, Fire, Traffic Engineering, Public

- Services, and Parks/Forestry Departments, and the Downtown Development Authority. Hold Harmless Agreement executed in lieu of insurance coverage.)
- E. Receipt of CDBG Financial Summary Report through November 30, 2009.
  - F. Receipt of the 2010-2011 CDBG Proposal Book (already distributed), and reaffirmation of the establishment of the January 26, 2010, City Council meeting as the date and time to hold a Public Hearing to receive comments on housing and community development needs and allow applicants to present their proposals.
  - G. Establishment of the January 26, 2010, City Council meeting as the date and time to hold a Public Hearing to consider an amendment to a Brownfield Plan for MiraMed Revenue Group, for property located at 249-269 W. Michigan Avenue, to include property located at 230 W. Cortland Street, as recommended by the Jackson Brownfield Redevelopment Authority (JBRA), and the Community Development Director.
  - H. Establishment of the January 26, 2010, City Council meeting as the date and time to hold a Public Hearing to consider an Obsolete Property Rehabilitation District (OPRD #7) at property located at 230 W. Cortland Street.
  - I. Establishment of the January 26, 2010, City Council meeting as the date and time to hold a Public Hearing to consider an Obsolete Property Rehabilitation Act (OPRA) Tax Exemption Certificate for property located at 230 W. Cortland Street.
  - J. Establishment of the January 26, 2010, City Council meeting as the date and time to hold a Public Hearing to consider a Personal Property Act Tax Exemption Certificate (PA 328) for property located at 230 W. Cortland Street.

#### **COMMITTEE REPORTS.**

None.

#### **APPOINTMENTS.**

- A. APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT STEVEN DUKE TO THE LOCAL DEVELOPMENT FINANCE AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY FILLING A CURRENT VACANCY, BEGINNING IMMEDIATELY AND ENDING JUNE 3, 2011.**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Frounfelker to approve the Mayor's recommendation. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

#### **PUBLIC HEARINGS.**

#### **RECESS AS A CITY COUNCIL AND CONVENE AS A BOARD OF REVIEW.**

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to recess as City Council and convene as a Board of Review. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

- A. PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 3355 FOR STREET CONSTRUCTION ON DANIEL ROAD FROM HIGBY STREET TO WILDWOOD AVENUE.**

Mayor Dunigan opened the public hearing. No one spoke; no correspondence was received. The Mayor closed the public hearing.

**1. RESOLUTION CONFIRMING ROLL NO. 3355.**

Motion was made by Councilmember Breeding and seconded by Councilmember Greer to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**B. PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 3356 FOR STREET CONSTRUCTION ON WILDWOOD AVENUE FROM DANIEL ROAD TO WISNER STREET.**

Mayor Dunigan opened the public hearing. Marsha Carter, 1313 Wildwood, asked that her assessment be reduced or the interest waived. She also asked if the alley adjacent to her property could be better maintained by the City. Scott Aughney, 707 N. Park, remarked that the Council is not concerned with private business. The City Clerk reported on correspondence received from William Powell, 1201 Wildwood, protesting his special assessment. The Mayor closed the public hearing.

**1. RESOLUTION CONFIRMING ROLL NO. 3356.**

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**C. PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 3357 FOR STREET CONSTRUCTION ON WILDWOOD AVENUE FROM WISNER STREET TO WEST AVENUE.**

Mayor Dunigan opened the public hearing. Aaron Pritchett, 915 Wildwood, asked why he was being assessed for construction of a public street, how the assessment was calculated, and if work on Webster Street is scheduled. Robert Sutherby, 807 E. Washington, asked if the interest rate on previous assessment rolls could be lowered. He also asked about demolitions in the City and if items could be donated to Habitat for Humanity. The Clerk reported on correspondence received from Marda Bronson, 911 Wildwood, protesting her special assessment. The Mayor closed the public hearing.

**1. RESOLUTION CONFIRMING ROLL NO. 3357.**

Motion was made by Councilmember Breeding and seconded by Councilmember Polaczyk to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL.**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to adjourn as a Board of Review and reconvene as City Council. The motion was adopted by the following vote. Yeas:

Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7.  
Nays: 0. Absent: 0.

## **RESOLUTIONS.**

- A. CONSIDERATION OF A RESOLUTION APPROVING THE COST-PARTICIPATION AGREEMENT AND CONTRACT BETWEEN THE CITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) FOR THE NON-MOTORIZED PATH PROJECT ALONG THE GRAND RIVER BETWEEN LOUIS GLICK HIGHWAY AND NORTH STREET, AND THE WATERMAIN REPLACEMENT ON MECHANIC STREET NORTH OF GANSON STREET, WITH AN ESTIMATED COST OF \$1,671,000.00 (CITY'S PORTION IS \$694,400.00), AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENT(S), IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY ENGINEER.**

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Howe, Greer, Gaiser, and Polaczyk—5. Nays: Councilmembers Breeding and Frounfelker--2. Absent: 0.

- B. CONSIDERATION OF A RESOLUTION AMENDING THE 2009-2010 (YEAR 35) HOME BUDGET REALLOCATING FUNDS FROM THE HOME ADMINISTRATION ACCOUNT TO THE JAHG ADMINISTRATION IN THE AMOUNT OF \$5,000.00**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Frounfelker to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

- C. CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2008-2009 (YEAR 34) AND 2009-2010 (YEAR 35) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUDGETS ALLOCATING ADDITIONAL CDBG PROGRAM INCOME IN THE AMOUNT OF \$3,329.00 TO THE CDBG CLEANUP.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

- D. ITEM DELETED.**

- E. CONSIDERATION OF A RESOLUTION HONORING CHARLES REISDORF, EXECUTIVE DIRECTOR OF THE REGION 2 PLANNING COMMISSION UPON HIS RETIREMENT FOR HIS MANY YEARS OF DEDICATED SERVICE.**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**ORDINANCES.****A. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-3, CITY CODE, TO MODIFY THE REQUIREMENTS FOR BUILDING DEMOLITION.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to approve the ordinance and place it on the next Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**B. FINAL ADOPTION OF ORDINANCE NO. 2010.01 AMENDING CHAPTER 21, ARTICLE III, SUBSECTION 21-56 (c), CITY CODE, AMENDING AGE QUALIFICATIONS FOR THE POLICE RESERVE UNIT.**

Motion was made by Councilmember Greer and seconded by Councilmember Polaczyk to adopt Ordinance No. 2010.01. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**OTHER BUSINESS.****A. CONSIDERATION OF THE REQUEST BY THE FIRST CHURCH OF CHRIST, SCIENTIST, FOR AUTHORIZATION TO REMAIN IN THE CHRISTIAN SCIENCE READING ROOM PREMISES, HAYES HOTEL, UNTIL FEBRUARY 28, 2010, AND AUTHORIZATION FOR THE CITY ATTORNEY TO EXECUTE THE APPROPRIATE DOCUMENTS TO EFFECTUATE THE EXTENSION OF TIME.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**B. CONSIDERATION OF THE MAYOR'S REQUEST TO ESTABLISH WORK SESSIONS FOR CITY COUNCILMEMBERS ONE-HOUR PRIOR (6:00 P.M.) TO EACH REGULARLY SCHEDULED CITY COUNCIL MEETING. (ITEM POSTPONED AT THE DECEMBER 15, 2009, COUNCIL MEETING.)**

No action taken.

**NEW BUSINESS.****A. CONSIDERATION OF THE REQUEST TO APPROVE THE PURCHASE OF A 2010 GMC SIERRA 2500 HD WORK TRUCK FROM RED HOLMAN PONTIAC – GMC, WESTLAND, IN THE AMOUNT OF \$35,304.00, THROUGH THE OAKLAND COUNTY CO-OPERATIVE PURCHASING CONTRACT, DOCUMENT NUMBER USCTY-2457, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRAITE DOCUMENT(S), IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY ENGINEER.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the request. The motion was adopted by the following vote. Yeas: Mayor

Dunigan and Councilmembers Breeding, Howe, Greer, Frounfelker and Polaczyk—6. Nays: Councilmember Gaiser--1. Absent: 0.

**B. CONSIDERATION OF THE REQUEST TO APPROVE A SEPARATION AGREEMENT BETWEEN MR. GLENN CHINAVARE AND THE CITY, AND AUTHORIZATION FOR THE MAYOR AND INTERIM CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENT(S), AND FOR THE CITY ATTORNEY TO TAKE ALL OTHER ACTION NECESSARY TO EFFECTUATE THE TERMS OF THE SEPARATION AGREEMENT.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to approve the request.

Motion was made by Councilmember Gaiser and seconded by Councilmember Breeding to refer this matter to the Rules and Personnel Committee for a reasonable/proper investigation and a recommendation to the City Council at their next regular meeting. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Greer and Gaiser—4. Nays: Councilmembers Howe, Frounfelker and Polaczyk—3. Absent: 0.

**C. CONSIDERATION OF THE REQUEST TO APPROVE A SEPARATION AGREEMENT BETWEEN MR. WILLIAM ROSS AND THE CITY, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE APPROPRIATE DOCUMENT(S), AND FOR THE CITY ATTORNEY TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE EXECUTION AND IMPLEMENTATION OF THE SEPARATION AGREEMENT.**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to approve the request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**D. CONSIDERATION OF THE REQUEST TO APPROVE THE BID AWARD TO CONCEPT CONSTRUCTION CO., IN THE AMOUNT OF \$25,757.00, FOR THE OWNER-OCCUPIED COMMUNITY DEVELOPMENT REHABILITATION PROJECT LOCATED AT 705 BACKUS, IN ACCORDANCE WITH THE RECOMMENDATION OF THE COMMUNITY DEVELOPMENT DIRECTOR.**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Greer to approve the request. The motion was adopted by the following vote. Yeas: Mayor Dunigan and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

**E. CONSIDERATION OF MATTERS RELATED TO THE CITY MANAGER SEARCH.**

Motion was made by Councilmember Greer and seconded by Councilmember Howe to refer this matter to the Rules and Personnel Committee, have the consultants (Education Associates) meet with the Committee and have the Committee formulate a recommendation for the City Council at their next regular meeting on how to proceed. The motion was adopted by the following vote. Yeas: Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—6. Nays: Mayor Dunigan—1. Absent: 0.

**CITY COUNCILMEMBERS' COMMENTS.**

Councilmember Greer remarked that feedback on the Council Chambers audio system has been mostly positive, but efforts to improve it should continue. He suggested that in the interest of fairness to people who speak during citizen comments, we should consider using a timer.

Councilmember Breeding stated that during the December 15, 2009, meeting, the Council ratified a five-year appointment to the Public Housing Commission. He has encouraged several citizens to make application for the Commission, including Lee Hampton, Carol Hinton and Pauline Stokes. The person appointed was recommended by the Executive Director of the Housing Commission. Since the Housing Commission Director is an employee of the Commission, this is a case of an employee recommending one of his employers. This action may have been unethical and/or inappropriate.

Councilmember Gaiser asked Council to consider having citizen comments at the beginning of each meeting and at the end of each meeting.

Councilmember Frounfelker inquired about signs on W. Trail St. at the railroad crossing indicating that the City right-of-way ends and the Norfolk Southern right-of-way begins. He doesn't want the perception to be that the City is involved with inadequate maintenance in this area. He also asked about the streetlight audit and if the City Engineer could prod Consumers Energy. In closing, he asked for the status of the ladder truck engine. Acting Fire Chief Beyerstedt stated a new engine has been ordered and they're expecting to hear something on that by the end of this month.

Councilmember Polaczyk reminded everyone that he has requested that Durand Street be considered for a watermain project for the year 2010. He stated that the Rules and Personnel Committee should listen to all suggestions and options that come to them. We need to get a City Manager quickly, but we need to get the right person.

Mayor Dunigan discussed the upcoming census and the importance of everyone participating. Census data will be used to guide planning for new hospitals, roads, job training centers, schools and more. Employment opportunities with the Census Bureau are available; the toll free number is (866) 861-2010.

**CITY MANAGER'S COMMENTS.**

None.

**ADJOURNMENT.**

No further business being presented, a motion was made by Councilmember Greer and seconded by Councilmember Howe to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 8:53 p.m.

Lynn Fessel  
City Clerk



City Clerk

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

January 20, 2010

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Angela Arnold, Deputy City Clerk

**RE:** Jackson Storyfest

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The annual Jackson Storyfest will be held Friday and Saturday, May 7 and 8, 2010. The Jackson Storyfest Committee is requesting police assistance for street crossing at busy intersections, and use of the City Council Chambers on Friday, May 7, 2010.

Recommended approvals have been received from the Police, Fire, Traffic Engineering, Purchasing Departments and the Downtown Development Authority. A Hold Harmless Agreement has been executed in lieu of insurance coverage.

Please consider this request for approval at your January 26th meeting.

Attachment

C: Chris Lewis, Interim City Manager



CITY OF JACKSON  
 SPECIAL EVENT APPLICATION  
 City Clerk's Office \* 161 W. Michigan Avenue \* Jackson, MI 49201  
 (517) 788-4025

Date Received By Clerk's Office: 12/10/09 Time: 8AM By: A. Arnold

Please complete this application in accordance with the City of Jackson Special Events Policy, and return it to the Office of the City Clerk at least 30 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Jackson Storyfest Committee

Organization Address: \_\_\_\_\_

Organization Agent: Sheila Fritz Title: Safety Coordinator

Phone: Work \_\_\_\_\_ Home: (517) 784-7884 During event \_\_\_\_\_

Agent's Address: 827 Backus, Jackson MI, 49202

Agent's E-Mail Address: RSFritz@Modempool.com

Event Name: Jackson Storyfest

Please give a brief description of the proposed special event: Two days of free story telling by Local Regional + National Tellers. Friday, at 17 story sites, County school

children enjoy stories at 2 sites each. Count can be about 5000 children Friday + Saturday evenings, 2 Nat'l Tellers tell to older youth + adults

Event Day(s) & Date(s): May 7 + 8, 2010 Event Time(s): Fri - 9:00AM - 12:30 Eve - 7:30 - 10:00 PM  
Sat. Eve - 7:30 - 10:00 PM

Set-Up Date & Time: \_\_\_\_\_ Tear-Down Date & Time: \_\_\_\_\_

Event Location: City Hall Council Chambers  
17 Story sites, downtown, ISD, churches, Library, County building, Jackson MI School

ANNUAL EVENT: Is this event expected to occur next year?  YES  NO How many years has this event occurred? 21 Times

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: \_\_\_\_\_ through Date/ Time: \_\_\_\_\_

RESERVED PARKING: Are you requesting reserved parking? YES  NO

If yes, list the number of street spaces, City lots or locations where parking is requested:  
only parking at various locations for volunteers. Will have parking cards displayed

VENDORS: Food Concessions? YES  NO  Other Vendors? YES  NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES  NO

If yes, are liquor license and liquor liability insurance attached? YES  NO

If yes, what time? \_\_\_\_\_ until \_\_\_\_\_



**ENTERTAINMENT:** Are there any entertainment features related to this event?  YES  NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

**ATTENDANCE:** What is the expected (estimated) attendance for this event? 5000 children on Friday . Several 100 late evening performers

**AMUSEMENT:** Do you plan to have any amusement or carnival rides? YES  NO

If yes, you are required to obtain a permit through the City Clerk's Office.

**REST ROOMS:** Are you planning to provide portable rest rooms at the event? YES  NO  If yes, how many? \_\_\_\_\_

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

**OTHER REQUESTS:** (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

Request Police presence at intersections where most children will be crossing on Friday, May 7, morning

**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Jackson as an additional insured party on the policy. A sponsor of a Low Hazard event may request that City Council waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:  
 A Certificate of Insurance must be provided which names the City of Jackson as an additional named insured party on the policy or I am requesting that City Council waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.  
 All food vendors must be approved by the Jackson County Health Department, and each food or other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson as an additional named insured party on the policy.  
 The approval of this special event may include additional requirements or limitations, based on the City's review of this application.  
 Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.  
 As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

12-8-09  
 Date

*Shirley M. Gutz*  
 Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days before the first day of the event to:  
 CITY CLERK'S OFFICE - ATTN: ANGELA ARNOLD  
 161 W. MICHIGAN AVENUE - JACKSON, MI 49201

**CITY OF JACKSON**  
**SPECIAL EVENT APPLICATION – Page 3**  
City Clerk's Office \* 161 W. Michigan Avenue \* Jackson, MI 49201  
(517) 788-4025

Event Title: **Jackson Storyfest – Friday and Saturday, May 7-8, 2010**

**DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's office, as soon as possible.**

Approvals noted below by departments, indicate they have been made aware of the request and the responsibility of their department has been met.

Police Dept: <u>C. Simpson</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>300.00</u>
Fire Dept.: <u>M. Beyerstedt</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Traffic Eng.: <u>R. Dietz</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Purchasing: <u>S. Allard</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>
Parks/Forestry: <u>FYI</u>	Recommend Approval: YES	NO	Est. Economic Impact: \$ <u>-0-</u>
DDA: <u>J. Greene</u>	Recommend Approval: <u>YES</u>	NO	Est. Economic Impact: \$ <u>-0-</u>

Have businesses been notified for street closures?: YES NO

Reason for disapproval: \_\_\_\_\_

Any special requirements/conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance/**Indemnification** Received: 1/20/2010 Insurance Approved: \_\_\_\_\_

City Council Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Approval/Denial Mailed: \_\_\_\_\_



161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

**DATE:** January 20, 2010  
**TO:** Christopher W. Lewis, Interim City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Request to Approve Traffic Control Order No. 2042,  
N. East Avenue: Burr Street to Homewild Avenue

---

The Department of Engineering reviewed the possibility of removing parking on the west side of the 400 block of N. East Avenue.

It is the Department of Engineering's recommendation that parking on the west side of N. East Avenue from Burr Street to Homewild Avenue shall be prohibited.

With your concurrence, I request Traffic Control Order 2042 be placed on the Council agenda for their approval. If you have any questions, please do not hesitate to contact me directly at 788-4160.

JD:sms

c: Bob Dietz, Parking Manager/Engineering Assistant  
Matt Heins, Chief of Police

**CITY OF JACKSON, MICHIGAN**  
**TRAFFIC ENGINEERING DIVISION**  
**Traffic Control Order No. 2042**

**LOCATION:** N. East Avenue: Burr Street to Homewild Avenue

**DATE:** January 20, 2010

**ASSIGNED TO:** Engineering

**TCO DESCRIPTION**

Create a Traffic Control Order to remove parking on the west side of the 400 block of N. East Avenue.

BY JON H. DOWLING, P.E.

**RECOMMENDATION**

On the west side of N. East Avenue from Burr Street to Homewild Avenue parking shall be prohibited.

**APPROVED**  **REJECTED**

**DATE:**

BY CITY COUNCIL

**WORK ASSIGNMENT:** To Sign Shop

**DATE:**

**TO:**

BY JON H. DOWLING, P.E.

**MATERIAL USED**

Posts

Stop

Time Limit

No Parking

Loading Zone

One Way

Yield

Paint

Other

**ASSIGNMENT COMPLETED**

**DATE:**

**BY: Sign Shop**

**WORK INSPECTED**

**REMARKS:**

**DATE:**

**BY: Jon H. Dowling, P.E., City Engineer'**

Copies: 1. Intersection File 2. TCO File 3. Work Order Copy 4. Police Dept. 5. Fire Dept 6. City Clerk



161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

**DATE:** January 19, 2010  
**TO:** Christopher W. Lewis, Interim City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Language for Amendment No. 2 to Alpine Engineering for Surveying Services

---

On June 9, 2009, City Council approved the contract with Alpine Engineering, Inc. of Novi, Michigan in the amount of \$34,800.00 for the topographic mapping of 3.8 miles of street right-of-way for 13 separate street, sewer and water projects throughout the City. On October 20, 2009, City Council approved Amendment No. 1 to this contract in the amount of \$900.00. Amendment No. 1 removed one project from the original contract and added two others.

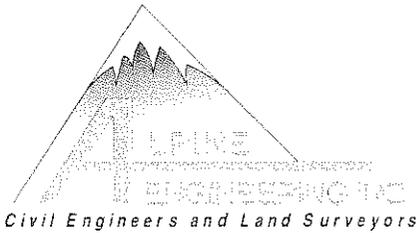
The Department requests to extend the Topographic Mapping Services Contract for the 2010 construction season for \$52,000.00. This will be the first one-year extension to a three-year renewable contract. The contract extension will provide for the topographic mapping for the W. Ganson street improvement project from Jackson Street to Wisner which will be constructed in fiscal year 2011. The contract extension will also provide for construction staking on 12 separate street, sewer and water projects throughout the City during the 2010 construction season.

With your concurrence, I request that Amendment No. 2 to the Topographic Mapping Services contract with Alpine Engineering in the amount of \$52,000.00 be approved by City Council and the City Engineer and City Manager be authorized to sign the documents.

If you have questions, please do not hesitate to contact me.

TRW:sms

c: Randall T. McMunn, P.E., Assistant City Engineering  
Troy R. White, P.E., Civil Engineering II  
Lynn Fessell, Purchasing Agent  
Lucy Schultz, Accounting Manager



46892 West Road, Suite 109  
Novi, Michigan 48377  
Phone: 248-926-3701  
Fax: 248-926-3765

January 11, 2010

Jon Dowling, PE  
City of Jackson – Engineering Department  
161 West Michigan Avenue  
Jackson, Michigan 49201

RE: Change Order No. 2  
2010 Construction Layout & Mapping Projects  
City of Jackson, Jackson County, Michigan

Dear Mr. Dowling:

Per the request of the Engineering Department, Alpine Engineering Inc. is pleased with the opportunity to provide additional professional surveying services to the City of Jackson.

**Scope:**

Task 3- Construction Staking for 2010 Projects including:

Grand River Arts Walk: Glick to Monroe	\$14,000.00
Jackson: Louis Glick to Ganson	\$ 6,000.00
Argyle: Wisner to West	\$ 3,000.00
Mason: Jackson to Mechanic	\$ 2,000.00
State: Pearl to Ganson	\$ 3,000.00
Wesley: Blackstone to Jackson	\$ 4,000.00
Loomis: Leroy to Argyle	\$ 5,000.00
Mason: Mechanic to Francis	\$ 2,000.00
Euclid: Milwaukee to Merriman	\$ 1,000.00
Third: High to McNeal	\$ 1,000.00
Hibbard: Ganson to Rail Road	\$ 1,000.00
Blackstone: Ganson to North	\$ 1,000.00
Total=	\$43,000.00

Task 4- Topographic Survey of Ganson from Jackson to Wisner: \$ 9,800.00

**Fee:**

Original Contract Amount:	\$ 34,800.00
Approved Change Order No. 1:	\$ 900.00
Current Contract Amount:	\$ 35,700.00

Proposed Change Order No. 2:	\$ 43,000.00	Task 3-Time and Materials
	\$ 9,800.00	Task 4- Fixed Fee

Proposed New Contract Amount: \$ 88,500.00

If you have any questions or require additional information, please contact our office to discuss. We appreciate the opportunity to continue to work with your department and your consideration of this amendment.

Sincerely,  
Alpine Engineering, Inc.



Ginger Michalski-Wallace, PS  
President

Accepted: City of Jackson

By: \_\_\_\_\_  
Christopher W. Lewis  
Interim City Manager

By: \_\_\_\_\_  
Jon H. Dowling, City Engineer

Date: \_\_\_\_\_

**St John the Evangelist Church**  
**711 North Francis Street**  
**Jackson, MI 49201-1418**  
517-784-0553 Fax: 517 788-5381

January 16, 2010

**RECEIVED**  
CITY of JACKSON

JAN 19 2010

CLERK'S OFFICE

BY 9:40 am *16*

Lynn Fessel  
City Clerk  
City of Jackson  
161 West Michigan Avenue  
Jackson, MI 49201-1324

Dear Ms Fessel:

This is notice of our intent to appeal the decision of the Jackson Historic District Commission in which they denied our Application for Permission to demolish and replace the rectory building on our property at 717 North Francis Street, at its meeting on January 11, 2010. This notice is in accordance with the Historic Preservation Ordinance for the City of Jackson.

Please advise when this matter can be placed on the agenda of the Jackson City Commission and what additional information you would prefer us to furnish for your preparation for such meeting.

I can be reached at 784-0553, or you may contact my Business Manager, Jim Schneider, at 788-7377.

Sincerely,



Fr Jim Shaver, Pastor  
St John the Evangelist Church



# City of Jackson, Michigan Financial Statements

As of and For the 6 Months Ended December 31, 2009  
*(Unaudited)*

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**City of Jackson, Michigan**  
**General Fund Expenditure Summary**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

Function Department	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Legislative :</u></b>						
101-101 City Council	85,857	81,857	7,178	45,019	55.00%	36,838
<b><u>Judicial:</u></b>						
101-137 Administrative Hearings Bureau	23,742	23,742	2,936	13,794	58.10%	9,948
	<b>23,742</b>	<b>23,742</b>	<b>2,936</b>	<b>13,794</b>	<b>58.10%</b>	<b>9,948</b>
<b><u>General Government :</u></b>						
101-172 City Manager	259,967	259,967	10,140	90,231	34.71%	169,736
101-192 City Clerk-Elections	157,629	157,629	8,483	73,426	46.58%	84,203
101-201 Finance	447,572	447,572	54,290	223,139	49.86%	224,433
101-209 City Assessor	403,112	403,112	36,753	220,016	54.58%	183,096
101-210 City Attorney	564,993	521,276	48,123	244,169	46.84%	277,107
101-215 City Clerk	223,579	223,579	24,256	109,083	48.79%	114,496
101-226 Personnel	350,816	308,344	28,707	166,530	54.01%	141,814
101-233 Purchasing	113,034	113,034	10,166	81,755	72.33%	31,279
101-253 City Treasurer	332,816	332,816	35,642	155,173	46.62%	177,643
101-254 City Income Tax	221,916	221,916	9,713	89,830	40.48%	132,086
101-258 Management Information Services	346,189	346,189	64,498	183,877	53.11%	162,312
101-265 City Hall & Grounds	339,717	339,717	27,492	173,277	51.01%	166,440
101-276 Cemeteries	481,523	481,523	42,059	232,157	48.21%	249,366
101-299 Unallocated	515,342	512,009	42,611	317,997	62.11%	194,012
	<b>4,758,205</b>	<b>4,668,683</b>	<b>442,933</b>	<b>2,360,660</b>	<b>50.56%</b>	<b>2,308,023</b>
<b><u>Police Department :</u></b>						
101-301 Police	8,433,711	8,351,170	843,843	4,177,156	50.02%	4,174,014
101-303 Police Youth Services - JPS	320,763	320,763	34,092	149,211	46.52%	171,552
101-308 STEP Grants	0	13,333	2,837	13,333	100.00%	0
101-311 JCCAE Grant	0	8,297	518	5,557	66.98%	2,740
101-313 Consortium Training	26,313	26,313	8,673	8,687	33.01%	17,626
101-314 In-Service Training	10,217	10,217	0	5,451	53.35%	4,766
	<b>8,791,004</b>	<b>8,730,093</b>	<b>889,963</b>	<b>4,359,395</b>	<b>49.94%</b>	<b>4,370,698</b>
<b><u>Fire Department :</u></b>						
101-337 Fire Administration	284,800	314,679	32,328	177,732	56.48%	136,947
101-340 Fire Suppression	4,964,074	4,421,189	493,351	2,355,479	53.28%	2,065,710
101-341 Fire Prevention	15,938	15,938	723	5,054	31.71%	10,884
101-343 Fire Training	87,887	189,349	19,459	31,508	16.64%	157,841
	<b>5,352,699</b>	<b>4,941,155</b>	<b>545,861</b>	<b>2,569,773</b>	<b>52.01%</b>	<b>2,371,382</b>
<b><u>Other Public Safety :</u></b>						
101-350 Public Safety - Unallocated	1,534,967	1,534,967	141,262	813,807	53.02%	721,160
101-401 Planning	135,349	135,349	818	36,331	26.84%	99,018
101-426 Office of Emergency Measures	66,493	66,493	6,824	22,921	34.47%	43,572
	<b>1,736,809</b>	<b>1,736,809</b>	<b>148,904</b>	<b>873,059</b>	<b>50.27%</b>	<b>863,750</b>

( Continued - )

**City of Jackson, Michigan**  
**General Fund Expenditure Summary**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

- Continued -

Function Department	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Public Works :</u></b>						
101-441 Tax Property Maintenance	10,000	10,000	321	3,634	36.34%	6,366
101-442 Civic Affairs	57,475	57,475	3,854	23,599	41.06%	33,876
101-445 Drains at Large	72,088	72,088	380	6,821	9.46%	65,267
101-446 Storm Drain Construction	10,000	10,000	387	4,242	42.42%	5,758
101-447 Grounds Maintenance	154,515	64,515	3,557	12,396	19.21%	52,119
101-448 Sidewalk Construction	60,000	60,000	0	5,694	9.49%	54,306
101-450 Street Lighting	407,412	407,412	44,830	231,746	56.88%	175,666
101-455 Weed Control	30,461	30,461	174	11,598	38.07%	18,863
	<b>801,951</b>	<b>711,951</b>	<b>53,503</b>	<b>299,730</b>	<b>42.10%</b>	<b>412,221</b>
<b><u>Recreation &amp; Culture :</u></b>						
101-690 Forestry	576,720	545,266	59,729	298,255	54.70%	247,011
101-692 Parks, Recreation & Grounds Admin	714,740	694,740	77,899	370,097	53.27%	324,643
101-697 Parks & Facilities Maintenance	522,172	522,172	47,118	254,607	48.76%	267,565
101-698 Lt. Nixon Memorial Pool	142,368	142,368	1,950	85,414	60.00%	56,954
101-699 Sharp Park Swimming Pool	131,266	68,973	600	70,913	102.81%	(1,940) <i>Note 2</i>
101-803 Historical District	14,203	14,203	0	3,201	22.54%	11,002
	<b>2,101,469</b>	<b>1,987,722</b>	<b>187,296</b>	<b>1,082,487</b>	<b>54.46%</b>	<b>905,235</b>
<b><u>Health &amp; Welfare :</u></b>						
101-896 Human Relations	<b>70,418</b>	<b>70,418</b>	<b>5,938</b>	<b>41,373</b>	<b>58.75%</b>	<b>29,045</b>
<b><u>Contributions to Other Funds:</u></b>						
101-999 Contributions to Other Funds:	<b>217,575</b>	<b>191,748</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>191,748</b>
<b>Total General Fund Expenditures</b>	<b>23,939,729</b>	<b>23,144,178</b>	<b>2,284,512</b>	<b>11,645,290</b>	<b>50.32%</b>	<b>11,498,888</b>

**City of Jackson**  
**All Other Funds - Expenditure Summary**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

Fund Type/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)
	Original	Amended				
<b><u>Special Revenue Funds :</u></b>						
202 Major Street	7,868,522	7,998,523	287,648	1,467,672	18.35%	6,530,851
203 Local Street	1,616,802	1,616,802	149,833	620,138	38.36%	996,664
208 Ella W. Sharp Park Operating	744,413	744,413	37,121	363,130	48.78%	381,283
210 Land Acquisition Fund	50,000	50,000	3,453	21,254	42.51%	28,746
211 Housing Initiative Fund	30,000	30,000	1	5,712	19.04%	24,288
245 Public Improvement	1,266,517	1,266,517	1,568	118,380	9.35%	1,148,137
249 Building Department	476,248	487,528	41,098	208,226	42.71%	279,302
257 Budget Stabilization	40,000	40,000	0	0	0.00%	40,000
265 Drug Law Enforcement	41,931	41,931	458	33,830	80.68%	8,101
266 Project Safe Neighborhood Grant	0	0	1,117	19,319	N/A	(19,319) <i>Note 2</i>
268 BYRNE/JAG Grants	136,104	542,049	61,782	177,981	32.83%	364,068
269 COPS Hiring Recovery Prog. Grant	591,920	591,920	41,931	83,965	14.19%	507,955
270 LAWNET Grant	30,589	30,589	0	30,879	100.95%	(290) <i>Note 2</i>
288 Lead Hazard Control Grant	721,495	721,495	54,135	496,239	68.78%	225,256
289 Neighborhood Stabilization Grant	0	0	18,917	83,339	N/A	(83,339) <i>Note 2</i>
293 Waterfront Redevelopment Grant	277,777	277,777	0	0	0.00%	277,777
295 2008 Brownfield Assessment Grant	97,466	97,466	0	0	0.00%	97,466
296 Recreation Activity	294,299	294,299	7,794	101,953	34.64%	192,346
297 JPS Recreation Millage Program	250,000	250,000	9,516	114,429	45.77%	135,571
<b><u>Debt Service Funds :</u></b>						
323 Mich. Urban Land Assembly D/S	144,000	144,000	12,000	72,000	50.00%	72,000
324 2003 MTF Bond D/S	277,815	277,815	0	265,645	95.62%	12,170
365 City Hall D/S	616,186	616,186	0	208,468	33.83%	407,718
368 Building Authority D/S	128,784	128,784	0	112,956	87.71%	15,828
395 2001 DDA TIF D/S	1,139,263	1,139,263	0	186,856	16.40%	952,407
398 2002 BRA TIF D/S	590,848	590,848	0	230,299	38.98%	360,549
399 2007 BRA TIF Refunding D/S	448,929	448,929	0	209,302	46.62%	239,627
<b><u>Capital Projects Funds :</u></b>						
401 Capital Projects Fund	177,827	152,000	(1,400)	53,715	35.34%	98,285
402 Water Equipment and Replacement	2,320,187	2,320,187	144,107	835,219	36.00%	1,484,968
404 Sanitary Sewer Maintenance Fund	484,720	484,720	67,953	237,716	49.04%	247,004
405 Sanitary Sewer Replacement	700,000	700,000	23,472	333,784	47.68%	366,216
406 Wastewater Equip. Replacement	1,090,000	1,090,000	0	33,826	3.10%	1,056,174
494 Brownfield Redevelopment Auth.	1,342,864	1,342,864	25,422	495,083	36.87%	847,781
496 DDA Project	1,388,102	1,388,102	12,060	270,229	19.47%	1,117,873
<b><u>Enterprise Funds :</u></b>						
583 Sharp Park Golf Practice Center	81,900	81,900	226	23,033	28.12%	58,867
585 Auto Parking System	91,613	91,613	4,192	21,333	23.29%	70,280
586 Parking Assessment	197,456	197,456	13,499	67,146	34.01%	130,310
590 Sewer	6,868,145	6,868,145	432,897	2,416,916	35.19%	4,451,229
591 Water	7,817,555	7,817,555	528,679	2,874,268	36.77%	4,943,287
599 Parking Deck Fund	440,512	440,512	10,876	69,282	15.73%	371,230

( Continued - )

**City of Jackson**  
**All Other Funds - Expenditure Summary**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

- Continued -

Fund Type/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Spent	Variance - Favorable (Unfavorable)	
	Original	Amended					
<b><u>Internal Service Funds :</u></b>							
641	Public Works Administration	644,715	644,715	30,028	297,352	46.12%	347,363
642	Engineering Administration	342,863	342,863	42,318	165,155	48.17%	177,708
643	Local Site Remediation Revolving	184,000	184,000	739	5,070	2.76%	178,930
661	Motor Pool and Garage	1,660,549	1,660,549	172,249	547,321	32.96%	1,113,228
663	Equipment Revolving Fund	75,071	75,071	0	0	0.00%	75,071
677	Workers' Compensation	459,400	459,400	9,376	578,456	125.92%	(119,056) <i>Note 2</i>
678	Prescription Drug	1,043,700	1,043,700	66,325	340,403	32.62%	703,297
679	Health Care Deductible Reimb.	214,175	214,175	3,554	34,931	16.31%	179,244
680	Health Care Deductible Reimb.-Fire	0	0	9,020	78,863	N/A	(78,863) <i>Note 2</i>
<b><u>Trust &amp; Agency Funds :</u></b>							
702	County & School Tax Collection	50,000	50,000	0	0	0.00%	50,000
711	Cemetery Perpetual Maintenance	71,000	71,000	2,237	4,444	6.26%	66,556
718	Ella W. Sharp Endowment	46,300	46,300	0	0	0.00%	46,300
731	Employees' Retirement System	2,300,000	2,300,000	200,865	1,110,981	48.30%	1,189,019
732	Policemen's/Firemen's Pension	1,310,000	1,310,000	280,613	564,757	43.11%	745,243
733	Policemen's/Firemen's Pens.-345	4,350,000	4,350,000	637,785	2,679,837	61.61%	1,670,163
736	Public Employees Health Care	10,000	10,000	0	449	4.49%	9,551
<b><u>Special Assessment Funds :</u></b>							
895	Special Assessment	331,992	331,992	0	0	0.00%	331,992

**City of Jackson**  
**All Funds - Revenue Summary**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

Fund/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Collected
	Original	Amended			
<b><u>General Fund :</u></b>					
Property Taxes	7,692,601	7,692,601	451,798	6,547,890	85.12%
Income Taxes	8,000,000	7,700,000	(5,545)	3,029,835	39.35%
Licenses & Permits	244,250	244,250	205	52,201	21.37%
Federal Grants	4,650	12,947	0	3,635	28.08%
State Grants	15,381	15,381	28,573	35,159	228.59%
State Revenue Sharing	5,129,901	4,579,901	0	1,614,249	35.25%
Contributions From Local Units	153,073	163,073	6,043	15,942	9.78%
Charges For Goods & Services	1,146,822	1,216,822	15,845	251,974	20.71%
Fines & Forfeits	214,200	214,200	18,864	125,136	58.42%
Investment Income	190,000	190,000	(1,226)	3,480	1.83%
Contributions From Other Funds	190,750	190,750	1,003	54,098	28.36%
Miscellaneous	480,887	864,847	9,913	416,389	48.15%
Total General Fund Revenues	23,462,515	23,084,772	525,473	12,149,988	52.63%
<b><u>Special Revenue Funds :</u></b>					
202 Major Street	7,603,765	7,603,765	142,069	704,416	9.26%
203 Local Street	1,609,411	1,609,411	42,360	197,755	12.29%
208 Ella W. Sharp Park Operating	743,800	743,800	0	296,961	39.92%
210 Land Acquisition Fund	50,000	50,000	0	0	0.00%
211 Housing Initiative Fund	30,000	30,000	0	0	0.00%
245 Public Improvement	1,190,880	1,190,880	70,658	1,011,170	84.91%
249 Building Inspection	476,248	487,528	20,804	167,907	34.44%
257 Budget Stabilization	40,000	40,000	0	7,432	18.58%
265 Drug Law Enforcement	36,000	36,000	4,138	34,815	96.71%
266 Project Safe Neighborhood Grant	0	0	510	21,050	N/A Note 2
268 BYRNE/JAG Grants	136,104	542,049	0	0	0.00%
269 COPS Hiring Recovery Prog. Grant	591,920	591,920	42,035	42,035	7.10%
270 LАWNET Grant	30,589	30,589	0	30,879	100.95%
288 Lead Hazard Control Grant	721,495	721,495	78,156	494,238	68.50%
289 Neighborhood Stabilization Grant	0	0	52,197	57,197	N/A Note 2
293 Waterfront Redevelopment Grant	277,000	277,000	0	0	0.00%
295 2008 Brownfield Assessment Grant	97,466	97,466	0	80,686	82.78%
296 Recreation Activity	290,000	290,000	9,696	76,620	26.42%
297 JPS Recreation Millage Program	250,000	250,000	0	4,676	1.87%
<b><u>Debt Service Funds :</u></b>					
323 Mich. Urban Land Assembly D/S	144,000	144,000	12,000	72,000	50.00%
324 2003 MTF Bond D/S	277,815	277,815	0	265,645	95.62%
365 2003 City Hall D/S	587,500	587,500	43,525	523,531	89.11%
368 Building Authority D/S	128,784	128,784	0	112,956	87.71%
395 2001 DDA TIF D/S	1,139,300	1,139,300	0	186,856	16.40%
398 2002 BRA TIF D/S	591,000	591,000	0	230,299	38.97%
399 2007 BRA TIF Refunding D/S	449,000	449,000	0	209,302	46.62%
<b><u>Capital Projects Funds :</u></b>					
401 Capital Projects Fund	177,827	152,000	0	14,999	9.87%
402 Water Equipment and Replacement	1,721,000	1,721,000	139,250	868,476	50.46%
404 Sanitary Sewer Maintenance Fund	484,720	484,720	6,753	242,567	50.04%
405 Sanitary Sewer Replacement	681,000	681,000	54,000	332,574	48.84%
406 Wastewater Equip. Replacement	664,000	664,000	51,500	320,091	48.21%

(Continued-)

**City of Jackson**  
**All Funds - Revenue Summary**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

- Continued -

Fund/Fund Name	2009/10 Budget		Actual Month To Date	Actual Year To Date	Percent Collected	
	Original	Amended				
<b><u>Capital Projects Funds : (Continued)</u></b>						
494	Brownfield Redevelopment Auth.	1,450,094	1,450,094	0	13,906	0.96%
496	DDA Project	1,000,760	1,000,760	100	5,330	0.53%
<b><u>Enterprise Funds :</u></b>						
583	Sharp Park Golf Practice Center	76,000	76,000	0	21,491	28.28%
585	Auto Parking System	112,710	112,710	13,610	43,742	38.81%
586	Parking Assessment	120,500	120,500	8,332	30,764	25.53%
590	Sewer	5,343,000	5,343,000	160,633	2,121,659	39.71%
591	Water	7,065,296	7,065,296	426,271	3,264,407	46.20%
599	Parking Deck Fund	272,000	272,000	250,000	255,319	93.87%
<b><u>Internal Service Funds :</u></b>						
641	Public Works Administration	647,215	647,215	64,850	329,496	50.91%
642	Engineering Administration	342,863	342,863	32,814	214,139	62.46%
643	Local Site Remediation Revolving	183,112	183,112	0	1,641	0.90%
661	Motor Pool and Garage	1,324,083	1,324,083	124,004	700,702	52.92%
663	Equipment Revolving Fund	75,071	75,071	0	0	0.00%
677	Workers' Compensation	355,300	355,300	28,360	143,240	40.32%
678	Prescription Drug	1,056,060	1,056,060	84,824	400,917	37.96%
679	Health Care Deductible Reimb.	417,300	417,300	10,940	55,843	13.38%
680	Health Care Deductible Reimb.-Fire	0	0	18,081	73,064	N/A <i>Note 2</i>
<b><u>Trust &amp; Agency Funds :</u></b>						
702	County & School Tax Collection	50,000	50,000	(5)	8,823	17.65%
711	Cemetery Perpetual Maintenance	96,000	96,000	(2,127)	36,590	38.11%
718	Ella W. Sharp Endowment	46,300	46,300	0	0	0.00%
731	Employees' Retirement System	4,211,310	4,211,310	820,333	3,690,408	87.63%
732	Policemen's/Firemen's Pension	1,017,537	1,017,537	330,270	1,012,014	99.46%
733	Policemen's/Firemen's Pension-345	7,731,531	7,731,531	1,871,646	6,864,463	88.79%
736	Public Employees Health Care	120,480	120,480	0	32,064	26.61%
<b><u>Special Assessment Funds :</u></b>						
895	Special Assessment	331,992	331,992	256	4,258	1.28%

**City of Jackson**  
**Notes to Revenue & Expenditure Summaries**  
**As of and For the 6 Months Ended December 31, 2009**  
**( Prepared on the Adopted Budget - Basis )**

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

**Note 2:** Budget amendments will be submitted that will eliminate these variances.



## Community Development

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161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4060 — Facsimile: (517) 780-4781

January 19, 2010

**TO:** Christopher Lewis, Interim City Manager  
**FROM:** **Carol L. Konieczki, Community Development Director**  
**RE:** CDBG Financial Summary through December 2009

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Attached is a Financial Summary for the CDBG funds through December 2009.

Please place this item for consideration on the January 26, 2010 City Council agenda.

Cc: Heather Soat, Financial Analyst  
Michelle Pultz, Project Coordinator

CLK:hls

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**City of Jackson  
Community Development Block Grant  
Monthly Financial Summary  
For the Six Months Ended December 31, 2009**

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended- to-Date	Balance	Percent Spent
<b><u>Public Services</u></b>							
1 American Red Cross (FY 2008/2009)	2,000	1,899	101	101	2,000	-	100.0%
2 Center for Family Health	15,000	-	15,000	15,000	15,000	-	100.0%
3 Fair Housing Services (FY 2004/2005)	10,000	-	-	-	-	10,000	0.0%
4 Family Services & Children's Aid	10,000	-	-	1,072	1,072	8,928	10.7%
5 Human Relations Comm (Cool Cities Youth Council)							
FY 2007/2008	5,000	2,503	265	427	2,930	2,070	58.6%
FY 2008/2009	1,000	-	-	-	-	1,000	0.0%
6 JAHC - Homeownership Training	6,000	-	540	3,895	3,895	2,105	64.9%
7 JAHC - Foreclosure Prevention & Housing Counseling							
FY 2008/2009	27,273	11,381	-	8,306	19,687	7,586	72.2%
FY 2009/2010	12,500	-	-	-	-	12,500	0.0%
8 Legal Services of SE Michigan (FY 2007/2008)	1,500	919	-	281	1,200	300	80.0%
9 MLK Summer Program	40,000	-	-	40,000	40,000	-	100.0%
10 Neighborhood Resource Centers (FY 2008/2009)	13,187	13,177	-	10	13,187	-	100.0%
11 Partnership Park-After School Programs	5,000	-	-	-	-	5,000	0.0%
12 Salvation Army - Heating Assistance							
FY 2008/2009	63,000	18,001	-	44,999	63,000	-	100.0%
FY 2009/2010	52,000	-	-	-	-	52,000	0.0%
13 United Way - 211 Services							
FY 2008/2009	10,000	7,500	-	2,500	10,000	-	100.0%
FY 2009/2010	12,000	-	-	3,000	3,000	9,000	25.0%
<b><u>Administration</u></b>							
14 Administration & Planning							
FY 2008/2009	248,600	145,276	20,207	103,324	248,600	-	100.0%
FY 2009/2010	216,425	-	252	252	252	216,173	0.1%
<b><u>Code Enforcement</u></b>							
15 City Code Enforcement Division							
FY 2008/2009	500,000	368,816	-	131,184	500,000	-	100.0%
FY 2009/2010	450,000	-	64,964	125,777	125,777	324,223	28.0%
<b><u>Housing Rehabilitation Projects</u></b>							
16 Owner Occupied Housing Rehabilitation							
FY 2007/2008	309,035	47,053	20,360	83,747	130,800	178,235	42.3%
FY 2008/2009	58,980	-	-	-	-	58,980	0.0%
FY 2009/2010	88,000	-	-	-	-	88,000	0.0%
17 City Emergency Hazard Repair Program							

	Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended- to-Date	Balance	Percent Spent
FY 2008/2009	175,000	99,867	-	75,133	175,000	-	100.0%
FY 2009/2010	75,000	-	10,332	42,276	42,276	32,724	56.4%
18 New Neighbor Program (FY 2005/2006)	80,000	64,082	-	65	64,147	15,853	80.2%
19 World Changers							
FY 2007/2008	45,000	35,980	-	100	36,080	8,920	80.2%
FY 2008/2009	38,250	-	-	-	-	38,250	0.0%
20 Spring Cleanup (FY 2007/2008)							
FY 2007/2008	5,000	4,428	-	572	5,000	-	100.0%
FY 2009/2010	5,000	-	3,238	5,000	5,000	-	100.0%
21 City Rehab Administration (Denied Loans)							
FY 2008/2009	3,000	851	(438)	(586)	265	2,735	8.8%
FY 2009/2010	1,000	-	-	-	-	1,000	0.0%
22 Downtown Development Authority - Façade Loans							
FY 2007/2008	15,000	12,820	-	-	12,820	2,180	85.5%
FY 2008/2009	18,000	-	-	-	-	18,000	0.0%
23 John George Home - building repairs	50,000	-	-	50,000	50,000	-	100.0%
24 Grace Haven - shelter repairs (2008/2009)	18,000	-	-	-	-	18,000	0.0%
<b><u>Street Projects</u></b>							
25 Mason - Jackson to Mechanic	91,000	-	-	-	-	91,000	0.0%
26 Mason - Mechanic to Francis	72,000	-	-	-	-	72,000	0.0%
27 Loomis - Leroy to North	90,000	-	-	-	-	90,000	0.0%
28 Loomis - North to Argyle	47,000	-	-	-	-	47,000	0.0%
29 Monroe Street Sidewalk	30,000	-	-	-	-	30,000	0.0%
30 Special Assessments	22,718	-	-	-	-	22,718	0.0%
<b><u>Other Projects</u></b>							
31 Public Works - curb ramps							
FY 2008/2009	40,000	11,347	-	11,223	22,570	17,430	56.4%
FY 2009/2010	67,523	-	-	-	-	67,523	0.0%
32 Tree Removal/Replacement							
FY 2008/2009	25,000	19,257	5,743	5,743	25,000	-	100.0%
FY 2009/2010	25,000	-	9,402	9,402	9,402	15,598	37.6%
<b><u>Economic Development</u></b>							
33 Job Creation Loans (FY 2006/2007)							
FY 2006/2007	30,000	-	30,000	30,000	30,000	-	100.0%
FY 2008/2009	34,000	-	34,000	34,000	34,000	-	100.0%
FY 2009/2010	36,000	-	36,000	36,000	36,000	-	100.0%
<b><u>Public Improvements</u></b>							
34 Riverwalk Project (FY 2005/2006)	35,429	30,781	-	3,785	34,566	863	97.6%
35 Grand River Arts Walk (FY 2008/2009)	328,906	199,878	31,131	40,326	240,204	88,702	73.0%

NOTE: All funds are FY 2009/2010 allocations unless otherwise indicatec

Budgeted	Expended Prior Year	Actual Month-to-Date	Actual Year-to-Date	Total Funds Expended- to-Date	Balance	Percent Spent
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# Department of Community Development

161 W. Michigan Avenue • Jackson, MI 49201-1303•  
Facsimile (517) 768-5832

Administrative Services  
(517) 788-4060

Building Inspection  
(517) 788-4012

Rehabilitation Services & Information  
(517) 788-4070

Date: January 19, 2010

To: Building Code Board of Examiners and Appeals Members

From: Frank Donovan, Chief Building Official

Subject: Dangerous Building Report

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The Dangerous Building Report summarizes the current status of dangerous or unsafe structures as referenced in Chapter 17 of the City Code of Ordinances.

Page 1	Dangerous Building Report Summary Sheet
Page 2 - 14	Condemned Properties (Dangerous and Unsafe) 2009
Page 15 - 21	Condemned Properties (Dangerous and Unsafe) 2008
Page 22 - 23	Hazardous Properties (Secured and Released)
Page 24	Unfit for Human Habitation (Notice to Vacate)

If you have any comments or questions please contact Sheila Prater at (517) 788-4012.

FD/smp



**CITY OF JACKSON  
DANGEROUS BUILDING REPORT SUMMARY SHEET**

**CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE) 2009**

Jan-09	Feb-09	March-09	April-09	May-09	June-09	July-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	YTD Total
1	6	0	1	6	2	6	4	2	6	3	2	39
CONDEMNED PROPERTIES (DANGEROUS AND UNSAFE) CARRIED OVER FROM 2008 (1 is owned by the County of Jackson, 1 is in court, 2 are open with scheduled BCBA meetings and 1 has bids for demolition awarded.)												5

**This information reflects the number of properties that have been condemned as dangerous and unsafe and properties that remain condemned from 2008.**

**CONDEMNED PROPERTIES THAT HAVE BEEN REPAIRED**

Jan-09	Feb-09	March-09	April-09	May-09	June-09	July-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	YTD Total
2	6	4	4	1	1	1	2	1	2	0	1	25

**CONDEMNED PROPERTIES THAT HAVE BEEN DEMOLISHED**

Jan-09	Feb-09	March-09	April-09	May-09	June-09	July-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	YTD Total
0	3	1	3	1	4	2	4	4	1	1	7	31

**The above two tables reflect the total number of condemned properties that have been repaired or demolished.**

**HAZARDOUS PROPERTIES (OPEN AND ACCESSIBLE)**

Jan-09	Feb-09	March-09	April-09	May-09	June-09	July-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	YTD Total
5	9	2	5	9	10	4	11	4	11	11	8	89

**This information reflects the number of properties that have found to be open and accessible. Once secured the properties are released.**

**UNFIT FOR HUMAN HABITATION (NOTICE TO VACATE)**

Jan-09	Feb-09	March-09	April-09	May-09	June-09	July-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	YTD Total
0	2	1	2	1	1	0	3	1	2	0	1	14

**This information reflects the number or properties that have been found to be unfit for human habitation and were posted vacated.**

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>516 Blackman Ave (1-0300)</b> OSB Community Bank House	<b>12/3/09</b> Fire damage throughout structure. <b>New this month</b>	12/03/09 Condemned house. 12/07/09 Notice and Order mailed to owner(s). Owner was given 30 days to complete demolition. 01/08/2010 Reinspection scheduled.  Permit Information: Demolition permit issued 12/16/09.  Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 01/28/2010 if the owner does not comply with the Notice and Order.
<b>527-29 N Blackstone St (1-0245)</b> Christopher Real Estate LLC House	07/24/09 Fire damage throughout. Unsafe gas/mechanical systems.	07/24/09 Condemned house. 07/26/09 Notice and Order mailed to owner(s). Owner was given 4 months to complete repairs or demolish structure. 11/30/09 Reinspection conducted, no change in status of property.  12/18/09 Staff recommended continuing until January to allow owner time to get court papers signed dismissing the lawsuit. 12/18/09 Board UPEHLD Notice and Order, bids to be requested for demolition.  Permit Information: No permits issued to date.  Current Status: Building Board UPHELD Notice and Order, bids for demolition to be requested January 15, 2010.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>726 N Blackstone St (1-0373)</b> Bonnie/Wendell Thompson House	10/08/09 Fire and smoke damage throughout.	10/08/09 Condemned house. 10/23/09 Notice and Order mailed to owner(s). Owner was given 4 months to complete repairs or demolish structure. 02/26/2010 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property scheduled for the 1/28/2010 Building Code Board of Appeals meeting. Owner was given 30 days from the Notice and Order date to pull permit and never did.
<b>2019 First St (3-3211)</b> Cynthia Rowen Single Family Dwelling	10/06/09 Structure unfit for human habitation.	10/06/09 Condemned house. 10/12/09 Notice and Order mailed to owner(s). Owner was given 2 weeks to sanitize home. 10/27/09 Reinspection conducted, owner making progress.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Owner is in the process of cleaning. Given an extension by Building Inspector, will review again in January.

## CITY OF JACKSON

### CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>1501 S Jackson St (4-1559)</b> Kenneth Zaggy Commercial	11/24/09 Fire damage throughout structure.	<p>11/24/09 Condemned commercial building.</p> <p>12/02/09 Notice and Order hand delivered to owner(s). Owner given 7 days to install a fence, provide a timeline for repairs/demolition and pull permit. 180 days from the date of permit to complete.</p> <p>12/18/09 Staff recommended tabling until the January meeting. Owner looking at selling property to someone who will clean up and rehabilitate.</p> <p>12/18/09 Board tabled until the January Board meeting.</p> <p>Permit Information: No permits issued to date.</p> <p>Current Status: Property scheduled for the 01/28/2010 Building Code Board of Appeals meeting.</p>
<b>1111 Lansing Ave (1-0654)</b> Karen Lenardson House	10/01/09 Fire damage throughout.	<p>10/01/09 Condemned house.</p> <p>10/23/09 Notice and Order mailed to owner(s). Owner was given 4 months to complete repairs or demolish structure.</p> <p>02/26/2010 Reinspection scheduled.</p> <p>Permit Information: No permits issued to date.</p> <p>Current Status: Property scheduled for the 1/28/2010 Building Code Board of Appeals meeting. Owner was given 30 days from the Notice and Order date to pull permit and never did.</p>

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>711 Leroy St (8-1454)</b> Mark Zaborowski Garage	05/08/09 South roof area has open voids in roof system. Rafter support system weather damaged and buckling.	05/06/09 Condemned garage. 05/19/09 Notice and Order mailed to owner(s). Owner given 60 days to complete repairs. 07/20/09 Reinspection conducted, no change in condition/no work.  08/21/09 Staff recommended UPHOLDING Notice and Order. 08/21/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: Demolition permit for garage issued 09/03/09; no inspections.  Current Status: Bids for demolition awarded 10/26/09.
<b>1317 Locust St (6-1620.1)</b> Laureen McGuire Front Porch	<b>12/28/09</b> Fire damage to front porch. <b>(New this month)</b>	12/28/09 Condemned front porch. 12/30/09 Notice and Order mailed to owner(s). Owner given 45 days to complete repairs. 02/16/2010 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 03/25/2010 if the owner does not comply with the Notice and Order.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>1220 Loeser Ave (3-1880)</b> Dale Bartell Garage	09/21/09 Detached garage deteriorated and decayed.	09/21/09 Condemned garage. 09/23/09 Notice and Order mailed to owner(s). Owner was given 45 days to complete repairs or demolition. 11/09/09 Reinspection scheduled. <b>County update – 2008 taxes are delinquent.</b>  11/20/09 Staff recommended continuing until December to allow time to contact the bank. 11/20/09 Board continued until the December meeting.  12/18/09 Staff did not make a recommendation. 12/18/09 Board tabled until the January Board meeting to allow bank time to take possession.  Permit Information: No permits issued to date.  Current Status: Property scheduled for the 01/28/2010 Building Code Board of Appeals meeting.
<b>902 Maple Ave (4-0857)</b> Anthony Gittens House	10/05/09 Fire and smoke damage.	10/05/09 Condemned house. 10/28/09 Notice and Order mailed to owner(s). Owner given 4 months to complete repairs. 03/01/2010 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 03/25/2010 if the owner does not comply with the Notice and Order.

## CITY OF JACKSON

### CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>113-15 W Mason St (4-0774)</b> Anthony Gittens/Harvey Love Multi-Family Dwelling	05/06/09 South rear foundation wall collapsed. Brick wall falling/collapsing. Interior bearing soil falling away from foundation wall undermining footings length of wall. Front porch support column, wall collapsing.	05/06/09 Condemned house. 05/07/09 Notice and Order mailed to owner(s). Owner given 60 days to complete repairs. 07/17/09 Reinspection conducted, no repairs, property continues to deteriorate.  07/17/09 Staff recommended UPHOLDING Notice and Order. 07/17/09 Board UPHELD Notice and Order, bids to be requested for demolition.  09/18/09 Staff recommended denying request for reconsideration. 09/18/09 Board denied owners request. New order UPHOLDING Notice and Order signed.  Permit Information: Building permit issued 07/29/09 (permit canceled). Demolition permit issued 12/04/09.  Current Status: Property has been demolished per Building Board order.
<b>137 W Mason St (4-0785)</b> Eric/Laura Springborn Garage/Shed	07/21/09 Structure(s) deteriorated and decayed. Open and accessible.	07/21/09 Condemned garage/shed. 07/22/09 Notice and Order mailed to owner(s). Owner given 2 weeks to get permit and 30 days to complete repairs. 08/24/09 Reinspection conducted, no progress.  09/18/09 Staff recommended UPHOLDING Notice and Order. 09/18/09 Board UPHELD Notice and Order, bids for demolition to be requested.  Permit Information: Demolition permit issued 12/15/09.  Current Status: Property has been demolished per Building Board order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>1317 E Michigan Ave (6-0382)</b> Jose Delossantos Stairs	07/09/09 South stairway and south 2 <sup>nd</sup> story guardrail is structurally unsafe.	07/09/09 Condemned stairs. 07/15/09 Notice and Order mailed to owner(s). Owner was given 30 days to complete repairs. 10/14/09 Reinspection conducted, no progress.  11/20/09 Staff recommended UPHOLDING Notice and Order. 11/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permits issued to date.  Current Status: Building Board UPHELD Notice and Order, bids for demolition to be requested 12/16/09.
<b>1421 E Michigan Ave (6-0566)</b> Hakim/Chaudhri Bashir LLC House	08/06/09 Open and accessible. Porch rotted with open holes through floor system.	08/06/09 Condemned house. 08/14/09 Notice and Order mailed to owner(s). Owner was given 45 days to complete repairs. 11/19/09 Reinspection conducted, no change in status of property. <b>County update – 2006, 2007 and 2008 taxes are delinquent.</b>  12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested.  Permit Information: No permits issued to date.  Current Status: Building Board UPHELD Notice and order, bids for demolition to be requested 01/15/2010.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>416 Oak St (7-0715)</b> <b>Jamie Cox (new owner 9/2009)</b> Gary Cox Single Family Home	05/22/09 Foundation deteriorated and decayed and structure open and accessible.	05/22/09 Condemned house. 05/28/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 08/31/09 Reinspection conducted, owner making progress. 10/01/09 Administrative reinspection, still dangerous and unsafe.  10/16/09 Staff recommended tabling until the November meeting. Owner has started repairs but needs more time. 10/16/09 Board tabled until the November meeting.  11/20/09 Staff recommended tabling until the December meeting. Owner continues to make progress, nearing completion. 11/20/09 Board tabled until the December meeting.  12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested.  Permit Information: No permits issued to date.  Current Status: Building Board UPHELD Notice and order, bids for demolition to be requested 01/15/2010.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>604 Page Ave (6-0752)</b> Fat Jimmy's LLC Commercial	05/21/09 Property deteriorated and decayed.	05/21/09 Condemned structure. 05/28/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 08/31/09 Reinspection conducted, owner making progress. 10/01/09 Administrative reinspection, still dangerous and unsafe. <b>County update – 2008 taxes are delinquent.</b>  Permit Information: Demolition permit issued 08/25/09, no inspections. Permit expired 12/25/09.  Current Status: Property scheduled for the 1/28/2010 Building Code Board of Appeals meeting. Owner given extension until 12/30/09, demolition of southeast structure completed, siding partially completed and service temporally secured.
<b>514 N Pleasant St (8-0365)</b> Daryl Hoskins House	10/01/09 Fire damage throughout structure.	10/01/09 Condemned house. 11/5/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 02/08/2010 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property scheduled for the 1/28/2010 Building Code Board of Appeals meeting. Owner was given 30 days from the Notice and Order date to pull permit and never did.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>311 Quarry St (7-0598)</b> John/Edith Thomas Chimney	11/17/09 Chimney is crumbling/falling. 11/24/09 Notice and Order mailed to owner(s).	11/17/09 Condemned chimney. Owner was given 30 days to complete repairs. 12/28/09 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property has been repaired by owner, released from condemnation.
<b>317-19 Union St (4-1208)</b> Dale Bartell Garage	07/21/09 Rear lean too roof system of barn collapsing. Support structure collapsed into center area of roof.	07/21/09 Condemned garage. 07/08/09 Notice and Order mailed to owner(s). Owner was given 60 days to complete repairs or demolish. 09/25/09 Reinspection conducted, owner has started repairs.  10/16/09 Staff recommended tabling until December. Owner has pulled the permit and started repairs. 10/16/09 Board tabled until the December Board meeting.  12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested.  Permit Information: Building permit issued 10/12/09, no inspections.  Current Status: Building Board UPHELD Notice and order, bids for demolition to be requested 01/15/2010.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>322 W Wesley St (4-0298)</b> Thomas Wilson House	10/01/09 Fire damage throughout house.	10/01/09 Condemned house. 10/06/09 Notice and Order mailed to owner(s). Owner was given 4 months to complete repairs or demolish. 02/08/2010 Reinspection scheduled.  Permit Information: No permits issued to date.  <b>Current Status:</b> Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 03/25/2010 if the owner does not comply with the Notice and Order.
<b>326 W Wesley St (4-0300)</b> <b>Wells Fargo Bank (new owner)</b> Garage	06/23/09 Tree has fallen onto southwest corner of garage breaking hip rafters. West side garage open with holes through roof and weather damaged rafters.	06/23/09 Condemned garage. 07/01/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. 10/14/09 Reinspection conducted, no progress.  11/20/09 Staff recommended continuing until December to allow bank time to compare the cost of demolition vs. cost of repairing. 11/20/09 Board continued until the December meeting.  Permit Information: No permits issued to date.  12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested.  <b>Current Status:</b> Property scheduled for the 01/28/2010 Building Code Board of Appeals meeting. Owner filed for reconsideration on 12/31/09.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>605 Williams St (4-0777)</b> Starting Point Financial Porch	08/06/09 Front porch system rotted. Second story stair system fire damaged and unsafe. Rotted floor landing (2 <sup>nd</sup> story).	08/06/09 Condemned porch. 08/13/09 Notice and Order mailed to owner(s). Owner was given 30 days to complete repairs. 10/14/09 Reinspection conducted, no progress.  11/20/09 Staff recommended UPHOLDING Notice and Order. 11/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permits issued to date.  Current Status: Building Board UPHELD Notice and Order, bids for demolition to be requested 12/16/09.
<b>1013 Williams St (4-0903)</b> Enroy Tomlinson Garage	11/09/09 Fire damage to garage.	11/09/09 Condemned garage. 11/10/09 Notice and Order mailed to owner(s). Owner was given 30 days to demolish garage. 12/11/2010 Reinspection scheduled.  Permit Information: No permits issued to date.  Current Status: Property is being monitored by Inspection Division. Will go before Building Code Board of Appeals on 01/28/2010 if the owner does not comply with the Notice and Order.

CITY OF JACKSON

CONDEMNED PROPERTIES 2009

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>1228 Williams St (4-0998)</b> Christopher Lloyd-Bowser Garage	02/20/09 Roof system is rotted and caving in; open holes throughout roof system. Entry doors missing.	02/20/09 Condemned garage. 02/27/09 Notice and Order mailed to owner(s). Owner was given 45 days to demolish. 04/17/09 Reinspection revealed owner has pulled permit and work has started.  Permit Information: Building permit to repair roof issued 05/08/09, no inspections. Permit expired 11/4/09.  12/18/09 Staff recommended UPHOLDING Notice and Order. 12/18/09 Board UPHELD Notice and Order, bids for demolition to be requested.  Permit Information: No permits issued to date.  Current Status: Building Board UPHELD Notice and order, bids for demolition to be requested 01/15/2010.
<b>113 Wren St (5-1030)</b> Bryce Peters Financial Corp Garage	05/29/09 Open holes through roof system. Roof sheeting/rafters damaged by weather.	05/29/09 Condemned garage. 06/05/09 Notice and Order mailed to owner(s). Owner was given 90 days to complete repairs. <b>County update –2008 taxes are delinquent.</b>  08/21/09 Staff recommended UPHOLDING Notice and Order. 08/21/09 Board UPHELD Notice and Order, bids to be requested for demolition  Permit Information: Demolition permit issued 12/31/09.  Current Status: Property has been demolished per Building Board order. Released from condemnation.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2009**

(Dangerous and Unsafe)

**Property Address (Stencil #)**

**Date and reason for condemnation**

**Summary of Activities and Building Code Board of Appeals actions**

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## CITY OF JACKSON

### CONDEMNED PROPERTIES 2008

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>320 W Biddle St (4-0549)</b> <b>County of Jackson (new owner)</b> MoHawk United LLC Deutsche Bank Natl Trust Single Family Dwelling	10/17/08 Open front and back door and broken windows. Interior unfit for human habitation.	10/17/08 Condemned house. 10/24/08 Emergency Order signed. 10/27/08 Property secured by DPW. 10/29/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; property is secured and roof is tarped.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: No permits issued to date.  Current Status: Bid for demolition awarded 08/24/09.  County sold property, awaiting deed. Demolition on hold, new owner plans to repair.
<b>1019 Chittock Ave (5-0674)</b> Montez/Jennifer Smith Single Family Dwelling	10/29/08 Fire damage and open window on upper level and wall space.	10/29/08 Condemned house. 11/04/08 Emergency Order signed. 11/05/08 Property secured by DPW. 11/12/08 Notice and Order mailed to owner(s). 01/05/09 Reinspection conducted; no change in status. <b>County update – 2008 taxes are delinquent.</b>  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: Demolition permit issued 11/03/09, finalized 12/08/09.  Current Status: Property has been demolished through NSP funding. Released from condemnation.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>122 N Dwight St (7-1233)</b> Mervin Halsey Two Unit Dwelling	08/14/08 Open doors, windows and basement windows, unfit for human habitation.	08/14/08 Condemned house. 08/25/08 Emergency Order signed. 08/26/08 Property secured by DPW. 09/04/08 Notice and Order mailed to owner(s).  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board continued until the February meeting to try and contact owner.  02/20/09 Staff recommended UPHOLDING Notice and Order. 02/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: Demolition permit issued 11/03/09, finalized 12/15/09.  Current Status: Property has been demolished through NSP funding. Released from condemnation.
<b>815 Francis St (5-0589)</b> Christopher Robinson Two Unit Dwelling	11/14/08 Fire damage and open windows.	11/14/08 Condemned house. 11/18/08 Emergency order signed. 11/19/08 Property secured by DPW. 11/26/08 Notice and Order mailed to owner(s). 01/05/09 Reinspection conducted; no change in status. <b>County update – 2008 taxes are delinquent.</b>  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: Demolition permit issued 11/03/09, finalized 12/30/09.  Current Status: Property has been demolished through NSP funding. Released from condemnation.

## CITY OF JACKSON

### CONDEMNED PROPERTIES 2008

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>310 W Mason St (4-0331)</b> <b>Esther Cox (new owner 2/2009)</b> Deutsche Bank Natl Trust Two Unit Dwelling	08/14/08 Open back door and broken window.	08/14/08 Condemned house. 08/25/08 Emergency Order signed. 08/26/08 Property secured by DPW. 09/03/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; no change in status. <b>County update – Forfeiture.</b>  12/19/08 Staff had no recommendation. 12/19/08 Board continued until the January Board meeting.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: Demolition permit issued 11/03/09, finalized 12/30/09.  Current Status: Property has been demolished through NSP funding. Released from condemnation.

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## CITY OF JACKSON

### CONDEMNED PROPERTIES 2008

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>316 W Mason St (4-0337)</b> Cortez/Sarah Cain Two Unit Dwelling	09/26/08 Fire damage to back porch and kitchen.	09/26/08 Condemned house. 10/07/08 Notice and Order mailed to owner(s). 11/24/08 Reinspection conducted; porch has been removed.  12/19/08 Staff recommended continuing until January to see if we receive ACT 495 Funds. 12/19/08 Board continued until the January Board meeting.  01/23/09 Staff recommended continuing until the February meeting for contractor to pull permit and start repairs. 01/23/09 Board continued until the February Board meeting.  02/20/09 Staff had no recommendation. 02/20/09 Board UPHELD Notice and Order, action failed due to lack of majority of vote. 02/20/09 Board continued until the March Board meeting.  03/20/09 Staff recommended continuing until April to allow owner/contractor time to get permits pulled and start repairs. 03/20/09 Board continued until the April Board meeting.  04/17/09 Staff recommended continuing until May for owners to get required permits pulled. 04/17/09 Board continued until the May Board meeting.  05/22/09 Staff recommended continuing until July for owners to continue with repairs. 05/22/09 Board continued until the July Board meeting.  07/17/09 Staff recommended continuing until August for owner to get deed and apply for lead rehab. 07/17/09 Board continued until the August Board meeting.  08/21/09 Staff recommended continuing until 10/16/09 for owner to get deed signed and apply for rehab loan. 08/21/09 Board continued until the October Board meeting.  10/16/09 Staff recommended UPHOLDING Notice and Order. 10/16/09 Board UPHELD Notice and Order, bids for demolition to be requested.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>316 W Mason St (4-0337) (continued)</b>		<p>11/02/09 Owner filed for reconsideration. Placed on the 11/20/09 Building Board agenda.</p> <p>11/20/09 Staff recommended continuing until 01/28/2010 to allow owner to continue repairing.</p> <p>11/20/09 Board continued until the January Board meeting.</p> <p>Permit Information: Building permit issued 05/11/09, no inspections. Permit expired 11/07/09.</p> <p><b>Current Status: Property scheduled for the 01/28/2010 Building Code Board of Appeals meeting.</b></p>
<b>800 S Mechanic St (4-0600)</b> Gregory Cole Multi Family Dwelling	08/06/08 Open doors and windows, damaged walls and floor in back bathroom on first floor.	<p>08/06/08 Condemned house.</p> <p>08/08/08 Emergency Order signed.</p> <p>08/08/08 Property secured by DPW.</p> <p>08/13/08 Notice and Order mailed to owner(s).</p> <p>09/17/08 Reinspection conducted; no change in status.</p> <p>02/20/09 Staff recommended continuing until March.</p> <p>02/20/09 Board continued until the March Board meeting.</p> <p>03/20/09 Staff recommended UPHOLDING Notice and Order.</p> <p>03/20/09 Board UPHELD Notice and Order, bids to be requested for demolition.</p> <p>06/19/09 Staff recommended UPHOLDING Notice and Order.</p> <p>06/19/09 Board UPHELD Notice and Order, bids to be requested for demolition.</p> <p>Permit Information: Electrical permit issued 12/23/08; 01/14/09 rough approved. Building permit reinstated 04/22/09, no inspections.</p> <p><b>Current Status: Owner filed papers in Circuit Court.</b></p>

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

**Property Address (Stencil #)**

**Date and reason for condemnation**

**Summary of Activities and Building Code Board of Appeals actions**

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

<b>Property Address (Stencil #)</b>	<b>Date and reason for condemnation</b>	<b>Summary of Activities and Building Code Board of Appeals actions</b>
<b>416 Wilson St (6-0320)</b> Melissa Wallace Single Family Dwelling	09/04/08 Open windows and doors.	09/04/08 Condemned house. 09/10/08 Emergency Order signed. 09/11/08 Property secured by DPW. 09/24/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; property secured and exterior cleaned by DPW. <b>County update – Forfeiture, 2007 and 2008 taxes delinquent.</b>  12/19/08 Staff had no recommendation. 12/19/08 Board continued until the January meeting due to the weather.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  03/20/09 Staff recommended tabling until May for owner to start repairs. 03/20/09 Board tabled until the May Board meeting.  05/22/09 Staff recommended tabling until July for owner to get help from Habitat. 05/22/09 Board tabled until the July Board meeting,  07/17/09 Staff recommended UPHOLDING Notice and Order. 07/17/09 Board UPHELD Notice and Order, bids to be requested for demolition.  Permit Information: Demolition permit issued 12/04/09..  Current Status: Bids for demolition awarded 10/26/09.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

Property Address (Stencil #)	Date and reason for condemnation	Summary of Activities and Building Code Board of Appeals actions
<b>502 Wilson St (6-0319)</b> Bryan Haywood Single Family Dwelling	09/04/08 Open windows and doors and incomplete renovation, missing exterior sheathing and siding.	09/04/08 Condemned house. 09/10/08 Emergency Order signed. 09/11/08 Property secured by DPW. 09/23/08 Notice and Order mailed to owner(s). 12/08/08 Reinspection conducted; property secured and cleaned by DPW.  12/19/08 Staff had no recommendation. 12/19/08 Board continued until the January meeting due to the weather.  01/23/09 Staff recommended UPHOLDING Notice and Order. 01/23/09 Board UPHELD Notice and Order, bids to be requested for demolition.  02/20/09 Staff recommended tabling until March to see if owner is able to start on repairs. 02/20/09 Board tabled until the March Board meeting.  03/20/09 Staff recommended tabling until May for owner to apply for rehab. 03/20/09 Board tabled until the May Board meeting.  05/22/09 Staff recommended tabling until July to check status of rehab loan application. 05/22/09 Board tabled until the July Board meeting.  07/17/09 Staff recommended tabling until November for owners rehab application to be processed. 07/17/09 Board tabled until the November meeting.  11/20/09 Staff recommended tabling until January, owners rehab application still in process. 11/20/09 Board tabled until the January meeting.  Permit Information: No permits issued to date.  Current Status: Property scheduled for the 01/28/2010 Building Code Board of Appeals meeting.

**CITY OF JACKSON**

**CONDEMNED PROPERTIES 2008**

(Dangerous and Unsafe)

**Property Address (Stencil #)      Date and reason for condemnation      Summary of Activities and Building Code Board of Appeals actions**

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**CITY OF JACKSON**

**HAZARDOUS PROPERTIES**

(Secured and Released)

<b>Property Address (Stencil #)</b>	<b>Date of Compliant</b>	<b>Date Owner Notified</b>	<b>Date Referred to DPW or Contractor</b>	<b>Date Secured</b>
<b>215 S Dwight St (6-0923)</b> William Smith House	11/30/09	12/03/09	12/09/09	12/28/09
<b>114 E High St (5-1261)</b> Benjamin Foley House/Garage	12/08/09	12/14/09	12/18/09	12/21/09
<b>505 N Jackson St (1-0145)</b> Center for Family Health Inc Commercial	12/28/09	12/30/09	Awaiting 72 hour follow up inspection	
<b>329 Johnson St (6-0329)</b> Charles Davis House	11/18/09	11/24/09	12/02/09	12/07/09
<b>1423 E Michigan Ave (6-0565)</b> Joseph Hunter House	11/30/09	12/03/09	12/09/09	12/11/09
<b>124-26 W Morrell St (4-0724.2)</b> Karen Stowell House	12/04/09	12/14/09	N/A	12/18/09
<b>214 Third St (3-0176)</b> Lesley Glenn House	12/08/09	12/14/09	N/A	12/18/09
<b>800 Third St (3-1942)</b> Matthew Ryan House	12/18/09	12/21/09	12/28/09	

**CITY OF JACKSON**

**HAZARDOUS PROPERTIES**

(Secured and Released)

<b>Property Address (Stencil #)</b>	<b>Date of Compliant</b>	<b>Date Owner Notified</b>	<b>Date Referred to DPW or Contractor</b>	<b>Date Secured</b>
<b>317-19 Union St (4-1208)</b> Dale Bartell House	12/18/09	12/21/09	N/A	12/28/09
<b>337-39 W Washington Ave (4-0367)</b> Citizens Bank Apartment Building	11/17/09	12/03/09	12/09/09	12/28/09
<b>120 W Wilkins St (4-0769)</b> Federal National Mortgage Assn House/Garage	12/04/09	12/14/09	12/18/09	12/28/09
<b>1035 Williams St (4-0921)</b> Visio Reo Debt Fund LP House	12/08/09	12/14/09	12/18/09	12/28/09

**CITY OF JACKSON**

**UNFIT FOR HUMAN HABITATION**

(Notice to Vacate)

<b>Property Address (Stencil #)</b>	<b>Reason Vacated</b>	<b>Date of Complaint</b>	<b>Date Vacated</b>	<b>Reported by</b>	<b>Vacated by</b>	<b>Date Released</b>
<b>1034 Hamilton St (8-2434)</b> Terry Cox House	Unfit for human habitation	01/04/2010	01/04/2010	JPD	Brian Taylor	
<b>001-619 Warwick Ct (5-2215)</b> <b>aka 509 S Francis St</b> Lansing Affordable Homes Inc Apartment	Fire damage to kitchen, smoke throughout	12/28/09	12/28/09	Fire Dept.	Brian Taylor	

**CITY OF JACKSON**

**PROPERTIES SCHEDULED FOR THE DECEMBER 19, 2008, BCBA MEETING (CONTINUED)**

**Property Address/Type/Designation  
Deed Holder**

**BCBA Activity**

**Summary of Activities thru 11/30/08**

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**Julius A. Giglio**  
*City Attorney*

**Susan G. Murphy**  
*Deputy City Attorney*  
**Gilbert W. Carlson**  
*Assistant City Attorney*

**OFFICE OF THE**



**161 West Michigan Avenue**  
**Jackson, MI 49201**  
**(517) 788-4050; (517) 788-4023**  
**Fax: (517) 788-4059**

**CITY ATTORNEY**

**MEMORANDUM**  
January 20, 2010

**TO:** Honorable Mayor and City Council

**FROM:** Julius A. Giglio, City Attorney

**RE:** Abelardo Morales –vs- Nate Gross, City of Jackson Police Department, et al.

Attached please find Summons and Complaint filed by Abelardo Morales against the Jackson Police Department and four named officers. The requisite action is receipt, and referral to the City Attorney's office for appropriate response. If you have any questions, please contact me.

JG/cr

Enc.

cc: Matt Heins, Chief of Police  
Lynn Fessel, City Clerk

STATE OF MICHIGAN 4TH JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT <i>Hon. John G. McBain</i> HON. <i>PA7476</i>	CASE NO. <i>10-00090CK</i>
Court address Jackson Court Building, 312 S. Jackson St., Jackson, Michigan. 49201 7884365		Court telephone no.

Plaintiff's name(s), address(es), and telephone no(s).  
**ABELARDO MORALEZ**  
**729-705 PAGE AVENUE ESTATE(S)**  
**Jackson, Michigan. 49203**  
**(517) 8170889-7964952**

---

Plaintiff's attorney, bar no., address, and telephone no.

- IN PRO PER -

Defendant's name(s), address(es), and telephone no(s).  
**NATE GROSS, JPD Police Officer**  
**JEREMY BARNETT, JPD Police Officer**  
**JOHN LILLY, JPD Police Officer**  
**MATTHEW PETERS, JPD Police Officer**  
**CITY OF JACKSON POLICE DEPARTMENT**  
**216 E. Washington Street Station**  
**Jackson, Michigan, 49201**  
**(517) 7884100**

**RECEIVED**  
**CITY OF JACKSON**  
**JAN 19 2010**

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court and serve a copy on the other party or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <i>011110</i>	This summons expires <i>4-12-10</i>	Court clerk <b>Mary J. Crowley</b> Deputy County Clerk
-------------------------	--	--

\*This summons is invalid unless served on or before its expiration date.  
 This document must be sealed by the seal of the court.

**COMPLAINT** *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in THE DISTRICT Court.

The action  remains  is no longer [ pending. ] The docket number and the judge assigned to the action are:

Docket no. <b>09-2316-SP RENTAL UNITS</b> <b>09-2391 LT LANDCONTRACTS</b>	Judge <b>HONORABLE DARRYL MAZUR-Pro Tem</b>	Bar no.
--	--	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) <b>729 PAGE AVENUE, JACKSON, MICHIGAN.</b>	Defendant(s) residence (include city, township, or village) <b>216 E. Washington, Jackson, Michigan.</b>
Place where action arose or business conducted <b>705 PAGE AVENUE PURCHASE AGREEMENT LANDCONTRACT</b>	

Date *1-11-2010* Signature of attorney/plaintiff *Abelardo Moralez*

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

NOTICE TO PLAINTIFF  
AND/OR PLAINTIFF'S ATTORNEY

1. You must serve a copy of this notice and the case scheduling order with the summons and complaint.
2. You must file a proof of service within 91 days showing that the case scheduling order has been served on the defendant.
3. Failure to file a proof of service may result in dismissal or imposition of costs.

**COPY**

John G. McBain  
John G. McBain  
Circuit Judge

Copies of this notice and the case scheduling order were provided to the person who filed the complaint.

Dated: 1-11-10

Mary J. Crowley  
Deputy Court Clerk

10-00090 CK

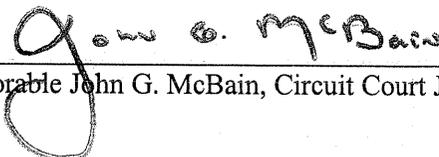
**CASE SCHEDULING ORDER**  
**(CF, CH, CK, CR, CZ, PD)**

Event	Date	Time
Pre-Trial	Friday, May 20, 2010	9:00 a.m.
Trial	Monday, July 12, 2010	10:30 a.m.

Pursuant to MCR 2.301(A) and MCR 2.401(B)(2):

1. **Pretrial Conference.** The parties are expected to be present at the pretrial or available by telephone. Attorneys are expected to be **present** in Court. This is NOT a settlement conference. Parties are encouraged to arrange mediation prior to the final pre-trial.
2. **Witness Disclosure.** All of plaintiff's witnesses must be disclosed three months from the date the Complaint was filed. All of defendant's witnesses must be disclosed four months from the date the Complaint was filed. Witness lists must be in the form provided by MCR 2.401(I) and shall be filed with the Court.
3. **Discovery.** Discovery shall be completed six months after the case is filed. The parties may extend discovery by written agreement between themselves, without the necessity of a Court Order, up to the date of the final pre-trial. Parties want to conduct early ADR with the option of continuing Discovery afterwards if ADR is unsuccessful, this provision may be amended as part of the ADR Scheduling Order.
4. **Medical Examinations.** Any medical examination required shall be completed no later than three months before trial and opposing counsel may have one month from receipt of the report to complete the discovery deposition of the examiner. If the report is not exchanged within two months of trial the witness will not be allowed to testify at trial.
5. **Exhibits.** Exhibits must be exchanged no later than three weeks prior to trial. If no objections are filed within seven days of trial, the exhibits will be admitted into evidence unless good cause is shown for the late objection. Each party submitting exhibits must file a Proof of Service listing the exhibits that have been exchanged, but the exhibits should not be filed with the Court. Any objection must refer to the specific exhibit and must set forth the reason for the objection. Any exhibits not disclosed will not be admitted and any objection not filed will be deemed waived, unless good cause is shown for the lack of compliance with this Order.
6. **Extending Deadlines.** Deadlines for witness disclosure for medical examinations, discovery, and exhibits may be extended by written stipulation provided the changes do not effect the pretrial or trial dates. The agreement should be in writing but does not have to be confirmed in a Court order.
7. **Motions for Summary Disposition.** If a motion for summary disposition is noticed for hearing less than 28 days prior to the scheduled trial date, the Court, in its discretion, may not decide the motion until the conclusion of the trial.
8. **Jury Instructions.** Requested jury instructions, and trial briefs shall be filed by noon on the Friday before trial.. Standard Jury Instructions shall also be prepared with a proposed verdict form.
9. **Amending Case Scheduling Order.** A motion to amend shall be filed as soon as possible and shall contain proposed dates for modification and facts showing good cause.

10. **Service of Case Scheduling Order.** The Plaintiff must serve this Order with the Summons and file a Proof of Service. If an attorney appears in this case after the issuance of this Order, Plaintiff shall serve a copy of this order on the attorney within 14 days of receipt of the attorney's Appearance and/or Answer.
11. **Motions.** When scheduling a motion, an additional copy of both the motion and notice of hearing should be sent directly to the Judge each time the motion is scheduled. Civil motions are heard on Tuesdays and Friday at 9:00 a.m. except that summary disposition or lengthy motions are scheduled for Tuesdays at 3:00 p.m. or Wednesdays at 9:00 a.m. with the Judge's secretary, (517) 788-4390.
12. **Trial Procedures.** If attorneys plan on publishing exhibits to the jury, they are expected to have individual copies for all jurors if practicable. Trial exhibits should be labeled prior to the start of the trial.
13. **Voir Dire.** The Court and the attorneys will be voir dire of jurors.
14. **Sanctions.** Failure of either party to comply with this Order, may result in sanctions against the offending party and/or counsel, including attorney fees, and may result in dismissal of the case or default.
15. **Decorum.** Attorneys, litigants, and witnesses are expected to dress appropriately for court. Shorts and tank tops are not considered appropriate attire for adults.

  
\_\_\_\_\_  
Honorable John G. McBain, Circuit Court Judge

**COPY**

STATE OF MICHIGAN

IN THE FOURTH JUDICIAL CIRCUIT COURT FOR JACKSON COUNTY

ABELARDO MORALEZ

HON.

Plaintiff Pro Per for  
as Legal Representative deceased  
Prajedis & Ella Morales Estate  
705 Page Avenue, Jackson, Mich.

CASE NO.

CK

Vs.

ANGELA YATES AND PABLO BARRIGA (LSSM HOSTS)  
705 PAGE AVENUE ESTATE VENDEES  
JACKSON, MICHIGAN. 49203

JOHN DEVIVO AND LISA BRENNAN  
LUTHERAN SOCIAL SERVICES OF MICHIGAN (NON-PROFIT)  
209 E. WASHINGTON, SUITE 284  
JACKSON, MICHIGAN. 49201  
(FAX) 7895049-(517) 7896444

LORI JEAN KLEVEN  
701 PAGE AVENUE ESTATE VENDEE  
249 S. DETTMAN RESIDENT  
JACKSON, MICHIGAN. 49203  
(CELL) 517-6127907

ROSELAND FINANCE COMPANY, INC. (HOLDER MEMORANDUM LANDCONTRACT)  
Corporate Subsidiary of First National Acceptance Company  
Subsidiary of First National Bank Of America, LTD ESQ  
241 E. Saginaw Street / P.O. BOX 980  
East Lansing, Michigan. 48826-0980  
(FAX) 3378230-(517) 800 9822324

NATE GROSS/JEREMY BARNETT/JOHN LILLY/MATTHEW PETERS  
CITY OF JACKSON POLICE DEPARTMENT  
216 E. WASHINGTON AVENUE  
JACKSON, MICHIGAN. 49201  
(517) 7884100

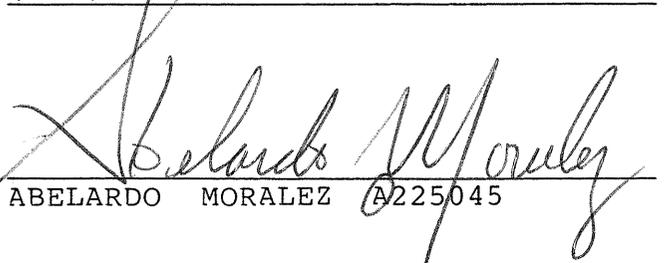
Defendant(S)

Abelardo Morales -Pro Per -  
705/729 Page Avenue Estate(s)  
Jackson, Michigan. 49203  
(517) 8170889 - 7964952

Angela Yates and Pablo Barriga Via  
Adam E. Howard (P 69642)  
404 S. Jackson Street Lawoffices  
Jackson, Michigan. 49201  
(517) 7889055

ORAL ARGUMENT (IS) REQUESTED  
JURYTRIAL (IS) REQUESTED

PREPARED BY:

  
ABELARDO MORALEZ A225045

STATE OF MICHIGAN  
IN THE FOURTH JUDICIAL CIRCUIT COURT FOR JACKSON COUNTY

BREECH OF PURCHASE AGREEMENT CONTRACT ISSUE

[ C O M P L A I N T ]

COUNT I / BREECH OF CONTRACT

1. As too the Defendant's Angela Yates, Pablo Barriga and Lutheran Social Services of Michigan on the **September 5th, 2007** notorized contract signatures were for the tenancy of "three-person(s). For the purchase of a city ordinance (3) bedroom/ Single Family Unit. Defendant's Yates and Barriga lied to Plaintiff about their HOSTS revenue from Lutheran Social Services in 2006 to 2010 for Foster Care Services upon Sharmia Bliss, Porchia Mackey and her lesbian girlfriend, Domingo Barriga and Sabrina Lickly. Barriga's brother, Angela Yate's sister and husband. Eviction from their last **"FLOPHOUSE"** and their extended family for **RENT**. Vendee's Yates and Barriga denied contract social security numbers, Employer informations.

2. In the two year span of our Purchase Agreement, four MINORS Sharmia Bliss, Porchia Mackey, Domingo Barriga and Sabrina Lickly under Contract to Lutheran Social Service Host(s) Yates and Barriga were causation of \$35,000.00 in 705 Page Avenue residence property damages. Crayon marked walls, all second story, first story and basement window frames "rotted" door openings removed, a hole in the 705 Page kitchen floor. All floor coverings removed, all appliances removed, furnace no longer works, this property needs a new Roof. The entire property smells like dry urine and dirty laundry. Plaintiff believes at Jurytrial that **LSSM is responsible for the property rented out by proxy** of Vendee's Angela Yates and Pablo Barriga Alterations to basement block and creating 12 single-unit cot rooms.

3. On November 5th, 2007, Defendant's Yates, Barriga and Lutheran Social Services SIL Coordinator legally advise Plaintiff of Host Family Agreement, a Contract in existence. Angela Yates gave this legal Notice to Plaintiff and remarked. "We all have to live some place, I told you I baby-sat...if me and Pablo cannot run our business from 705 Page, then we want our **\$2,500.00 downpayment money back NOW!**". Defendant's Yates, Barriga and LSSM fraudulently sought contract concessions from \$3,000.00 earnest Money / \$700.00 Monthly installments (SEE CONTRACT) revised in writing by Plaintiff to \$2,500.00 earnest Money / \$650.00 Monthly installments for tenants Angela Yates, Pablo Barriga and Domingo Barriga, three persons, two signatures.  
(MINOR)

4. That the amount in controversy is in excess of \$25,000.00 and jurisdiction and Venue are otherwise proper in Circuit Court.

Pursuant too MCR 4.201 (F) jurytrial demand by Plaintiff, (C)d **SUMMONS**. Pursuant to MCR 5.158 (A)DEMAND, (B) Waiver of trial by Jury, waived if trial or hearing is commenced without a DEMAND being filed.

(adopted July 12, 2001, effective Jan 1, 2002, 464 Mich ).

Plaintiff's claim for circuit court equitable relief, his money claim described by MCL 600.5739, MCL 600.5701-600.5759 and MCR 3.411(A)(B).

5. District Judge MaZUR, PRO Tem has commenced a hearing without allowing Abelardo Morales to post Jury Demand, a manifest defect of the plaintiff incorrect filing fee of \$45.00 allowing no money Damages. Only Eviction was paid for. I did not see Civil Division case filing fee(s) posted at the roped entrance line September 7th, 2009. Motion **Denied**. February 3rd, 2010 his honor will "hear only" the Counter-Claim from Attorney Howard, grant Judgement, res judicata.

CASESITE: Morales v. Barriga and Yates, Sabrina Lickly 09-2316 SP.

6. Plaintiff incorporates Paragraphs 1. thru above and below, as though fully set forth herein.

7. Plaintiff entered into a valid and enforceable contract with defendants Angela Yates and Pablo Barriga, September 5th, 2007. For the purchase agreement sale price of \$35,000.00. Minus \$2,500.00 earnest Money downpayment, a contract closing cost. For legal Probate of the 705 Page Avenue estate into defendant's names upon completed payments over a 4 year period/no interest on principle/estate taxes paid by SELLER Abelardo Morales. In landcontract Michigan law, nowhere in plaintiff's contract attorney Howard does it state in fine-print, that I must by law return earnest Money or payment installment(s) ONE THRU TWENTY TWO, AT \$650.00 per installment, \$14,300.00.

8. Plaintiff attaches installment payment number 22 of 50 as paid. Installment payments numbers 23 thru 50 unpaid demonstrates for the JURY and **Trier** of Fact that defendants Yates and Barriga had Twenty-Eight payments left after abandoning the said contract. Contractual payments left after posting their 22nd payment installment August 5th, 2009. Leaving a balance due and owing of \$18,200.00 as of September 5th, 2009. SEE EXHIBIT. Totals \$35,000.00.

9. [ DEFENDANTS FIRST BREACHED PURCHASE AGREEMENT ]

10. LandContract Installment Reciept Payment In Cash TWENTY THREE OF FIFTY, a written [NOTATION] BUYER(S) have requested a "Amended landcontract" to be divided into two payment(s) bi-monthly for ease of timely payments.

11. Defendant's refused to make a \$325.00, payment ONE between the dates of AUGUST 15TH AND AUGUST 25TH, 2009, when Yates recieved her LSSM stipend (RENT MONEY and Barriga his tree cutting money.

12. AUGUST 30TH, 2009 defendant Yates buys Pablo Barriga a used late model Chevy Truck with college GRANT MONEY. Yates rents too a known prostitute associate of Lori Jean Kleven, brings her too 729 Page Avenue to "make a offer for 705 Page". Angry at Vendee's for giving Kleven, eletricity and water for production of Narcodics.

13. AUGUST 31ST, 2009 is made legally aware that for the past ten monthes the Defendant's had been "fencing stolen property", "recieving, concealing and Selling stolen property on 705 Page land at Daily YardSales" for Lori Jean Kleven 701 Page, nextdoor. Morales fears his arrest is imminent, knows Pablo Barriga can be "deported" by Michigan Law. A typed, notorized Notice of LandContract Amendment to Insure Landcontract on 8/31/2009, mailed CERTIFIED RETURN RECIEPT, signed SEPTEMBER 1ST, 2009 by Sabrina Lickly (Minor).

PLAINTIFF ENTERS INTO THIS CIRCUIT COURT CASE FILE

E X H I B I T A

14. A (3) page typed, notorized Notice of LandContract Amendment to Insure Landcontract on 8/31/2009, recieved September 1, 2009.

15. E X H I B I T A(2)

The Original signed, notorized PURCHASE AGREEMENT between the parties in dispute with a current TITLEDEED of Prajedis & Ella Morales, plaintiff's deceased parents. City TAX BILL C/O Abelardo Morales.

16. E X H I B I T A(3)

City of Jackson Police Report dated SEPTEMBER 1ST, 2009 by the prejudice and bias senior police officer NATE GROSS. A criminal Trespass complaint filed against abelardo moralez (SELLER) by joint-combined victims Lori Jean Kleven of 701 Page, Angela Yates, Pablo Barriga and Sabrina Lickly, vendors for Lori Jean Kleven.

17.

E X H I B I T A(4)

City of Jackson Community Development Building Inspector Field Report CONDEMNATION ORDER dated SEPTEMBER 2ND, 2009 by Chief assistant Inspector Brian Taylor. Shuting down the yardsale tables (no Vendor's Licenses), tracing a 200' foot long extention cord (providing electricity too 701 Page, went inside and placed a yellow condemnation sign under Michigan law, City Ordinances. Lori Jean Kleven can no longer run her "business" from inside her 701 Page LandContract, she is Ordered to remove all trucks, boats, Sauna Tubs on the 705 Page property line, toilets, Tubs, washers, dryers, frigerators, entire bedroom sets, chairs, Moralez Heirlooms. In the 705 Page garage pool tables, stocked toolchests, saws, Mowers.

18.

BREECH OF PURCHASE AGREEMENT CONTRACT ISSUE(S)

[ C O M P L A I N T ]

COUNT II / BREECH OF CONTRACT

19. As to the Defendant's Lori Jean Kleven (Vendee) and ROSELAND Finance Company (SELLER-Memorandum of Landcontract holder, I think this. Kenneth Foote, CEO and Bank of America's president, his legal team attorney Howard are legion. This case is of State's Jurisprudence. Plaintiff asks the bench and JURY to carefully examine the hidden Memorandum of LandContract.

20. Plaintiff states for the JURY that 1st National Acceptance Company in the 19th century violated under Color of Michigan's Banking and Loan laws by profiting solely from "worthless property" 701 Page, a Food & Tavern known as the BEERSTEIN BAR/MEXICAN FOOD QUIT-CLAIM DEED FROM 1st National Acceptance Company to it's subsidiary ROSELAND FINANCE COMPANY to Lori Jean Kleven, defendant.

21. Proximate injury, damages inflicted by defendant's ROSELAND FINANCE COMPANY and proxy of Lori Jean Kleven have rendered the loss of purchase agreement with Angela Yates and Pablo Barriga. Defendant's have profited solely, 705 Page now a "worthless property".

22. Defendant Kleven purchased the 701 Page property in JUNE of 2008, That fall she placed an abandoned pickup truck on 705 Page Plaintiff observed narcotics being dispensed, and money deposited in said pickup. Kleven, in her "Heyday" had three abandoned pickup trucks on 705 Page property dispensing 3 different kinds of narcotics. Thieves, drug addicts from the Tri-County area would bring stolen property too the rear of 701 Page, merchandice was "tagged" with circular prices, Kleven, Barriga, Yates, Lickly would help bring out the day's goods out the front door and place stolen property on the sides and frontlawn of 705 Page. Angela Yates was always "lookin behind her, a sadness upon her face from hundreds of dollars a week.

23. September 4th, 2009, plaintiff awakes at 4:00AM walks between 701 and 705 Page, observes a electric cord/water hose connection and noxious fumes coming from 701 page second story windows Chemical smell like rotten eggs fumes watering the eyes. Plaintiff contacts JNET, JSD, MSP obtains CDC JPD 09-32159

24. Judge Mazur in the lower court case, extracted plaintiff's CDC JPD 09-32159 from court's file at the Bench. Handing CDC to his bailiff telling abelardo moralez this police-record is "irrelavant" to the court proceeding before him, attorney Howards Counter/Claim. Plaintiff re-submits this legal record that the impaneled JURY may hear the f-e-a-r in abelardo moralez's voice. The anguish concern abelardo moralez knew that he no longer "Controlled Purchase Agreement, Kleven undermined plaintiff's contract had police run him off from both 701 and 705 Page. Defendant's post a **NO TRESPASS SIGN.**

25. [PLAINTIFF'S CONSTITUTIONAL FEDERAL/STATE STATUTE CHALLENGE FOR PLAINTIFF'S CIVIL RIGHTS TO ENJOYMENT, PEACE AND SAFETY OF HIS LAND, HOMES AND PERSON RIGHTS AS AGENT AND OWNER'S PROPERTY. OBTAIN EQUAL POLICE PROTECTION AND EQUAL PROSECUTION AS PER THE 14TH AMENDMENT. TO BE FREE OF BODILY AND PHYSICAL HARMS UPON MORALEZ LAND. IMPRISONMENT. JURY TRIAL ISSUE, COGNIZABLE BY THE FOURTH CIRCUIT]

26. **GENUINE ISSUE OF MATERIAL FACT**

Defendant's RoseLand Finance and Lori Jean Kleven have **violated** the plaintiff's Civil Rights, on September 1st, 2009. Future damages are incorporated into this instant civil case because Lori Jean Kleven will continue her criminal activity at 701 Page and pay money...a Bounty to have plaintiff beaten to death at 705 Page Avenue. Plaintiff has been threatened with **ARSON, at 705 Page Avenue**. Kleven is both a danger and hazard to the tax-paying public, homeowners, property devalued by her presence. Solution? Mr. Kenneth Foote is to give back Kleven her money. Withdraw Memorandum of Land Contract, pay for the Condemnation demolition of 701. Sell the vacant lot land to me. Plaintiff lawfully avers, " I fight for the Title, I have always owned the Title, my birthright. Mr. Barriga as a U.S. Citizen

27. **BREACH OF PURCHASE AGREEMENT CONTRACT ISSUE(S)**

[ C O M P L A I N T ]

**COUNT III / BREACH OF DUTY MISCONDUCT**

28. As to the Defendant's Nate Gross/Jeremy Barnett/John Lilly /Matthew Peters.

29. Officer Jeremy Barnett, the "**BEEF**" between Nate Gross/ **Paul Gross** and Abelardo Morales began. September 15th, 1990. A Anthoy Ray Johnson of 730½ page threw a "empty" colt 45 beerbottle a deep laceration. The two JPD brothers responded, Nate Gross laughed. Punched his brother in the "number" brass name plate

30. Nate Gross said at 729 Page, 9/15/1990, laughing "Look at him, a bloody mess it's only A-B-E-H-A-R-D-O, my brother, I don't see a felony crime here, do you Paul? Paul Gross looked around "both ways" stepped to me inspected the 35 three layer stitch gaping wound, burst-out into laughter said "I don't see a felony crime here either brother and kicked the 40oz. beerbottle from frontyard with "fingerprints" to the City sidewalk. Chief prosecutor Filip, now a District Judge said the police "fucked you!", Mr. Morales there is a law, it called the police chain of Evidence, G-O-O-D-B-Y-E.

31. TRIER OF FACT, none of the City of Jackson Police Officers named in Count III Breach of Duty Misconduct respect or trust the plaintiff. Barnett's mediator skills could make a "Angel Cry".

32. I have stared down the barrel of Nate Gross's 40. Caliber "Glock" at 20 paces (Foote Hospital) while he asked dispatch on shoulder communicator. Asking permission to discharge a "bullit" under my Chin without arrest-warrant or statement from Suspect. Stating to dispatch (Lying) that I told him I knew the Victim's While Det. Medina observed I a summer Laringitus. Murder in a Alley.

33. JULY 28TH, 2007, Nate Gross reluctantly escorted me to 705 Page to do a "Landlord/Tenant" 3-day inspection Notice upon Gary Winklepleck, Jr, Susan Hamilton and Michael Hamilton moving out after 2 weeks tenancy. Gross first attempted to "Mind-Buck" abehardo by telling me...these buildings will be here long after your gone. Gross told me, "Go outside on the porch, Susan and Gary led the police two rooms away. Gross with 1500 pounds of stolen Morales property, (OMNISOURCE OFFLOAD CERTIFICATE SIGNATURES) told Susan and Gary "relax Susan, sit down laughing your not going to jail, they have probally already shredded the Evidence, huh?". Under sworn Oath, before Judge Justin, he lied on the witness stand, with a straight face.

34.

STATEMENT OF FACTS

SEPTEMBER 1ST, 2009, Officer Nate Gross responds to a 701 Page complaint of "disorderly, conduct/criminal Trespass" of Lori Jean Kleven and Angela Yates standing next to her with Plaintiff's 8/31/09 Notice of LandContract Amendment to Insure Landcontract in their hands. Gross is not shown the letter, however Plaintiff took the legal initiative to mail a copy to MATT HINES, Chief of Police. Kleven lies too Gross, stating in the report she is a **BEERSTEIN** employee. Kleven is a hostile **KEEDER'S TOPLESS SHOWBAR**, employee. Officer Gross, drove his squdcar to 729 Page, shouts "A\_B\_E\_H\_A-R-D those women down there don't want you trespassing on their property.". Attorney Howard, with open eyes before a JURY, this is the day that you're client(s) decided to abandon our Purchase Agreement CONTRACT.

35. SEPTEMBER 5TH, 2009 at 2:00pm, plaintiff calls 911 for the assistance of a peace-officer, they send Nate Gross. Officer Gross denies his DUTY, is my Judge, Jury and Prosecutor creating law to state for Sgt Commander Cook, Jr. On his **gun-hand** that abelardo cannot lawfully inspect 705 Page because he is not the Landcontract Owner. On his **law giver mallet-hand**, that Pablo Barriga and Angela Yates are the true Landcontract Owner(s). As explained too me by attorney Conant, plaintiff's Probate Attorney. Gross states "If you call 911 today at 6:00p.m., well guess what? Im not going to go down there with, instead arrest you for criminal Trespass. At 729 Page, I did walk-away from police and served Barriga with (3)day Notice. Police followed me to 705 Page, I asked Barriga for my payment 23 of 50. Angela Yates signalled Pablo Barriga, he spoke in ENGLISH, said I am busy (working on his new Truck, driveway) I don't want to talk. Gross advises them of their RIGHTS says to me "welcome to the land... of landcontracts abelardo!

36. LAW BRIEF SUBMISSION IN LIEU  
OF DISTRICT COURT AFFIDAVIT OF ABELARDO  
MORALEZ

Historical Text-Contracts

If it pleases this Honorable Court, in a pasted time before the Mexican/American war, early 1700'S U.S. territorial citizens forged landcontract purchase Agreements. U.S. Magistrate, the folk-hero Alfago Vaca, (he was a Victim) stated in Federal law. Any mexican american, during this "two country" war whom will not defend his Wife, daughters from calvery rape, allow mexican sons to witness their unarmed farmer fathers being hung from frontyard tree, defend his life and LAND, deserves none of these Civil Rights. In Texas, (Circa 1800'S) legislation (laws before country lawyers) embedded into the Constitutions, protected mexican-americans before abolishment of Negro Slavery, by a white-president Abraham Lincoln. Abelardo Morales A225045 has never seen a mexican State or Federal Judge, nor united states president in the Twenty century. Only hispanic State and Federal prisoners. Attorney Howards lower court-demand for MCR Affidavit would only serve too prejudice an impaneled Circuit Court JURY, as opposed too simular Affidavits of the City of Jackson Police Department, at JURYTRIAL/RIGHT TO A JURYTRIAL.

37. Pursuant to MCR 5.158(A) DEMAND A party may demand a trial by JURY of an issue for which there is a right to trial by jury by filing in a manner provided by these rules a written demand for a jury trial within 28 days after an issue is contested.

38. Pursuant to MCR 5.158(B) WAIVER A party who fails to file a demand or pay the JURY FEES required by this rule waiver trial by jury. A jury is waived if a trial or hearing is commenced without a demand being filed. (Adopted July 12, 2001, effective Jan. 1, 2002, 464 MICH.)

39. pursuant to MCR 3.411 CIVIL ACTION TO DETERMINE INTEREST IN LAND (A)Applys to summary proceedings to recover possession of (actions to determine interests in land. Under MCL 600.5701-600.5759, a Circuit Court of Jurisdiction may hear the plaintiff's case.

40. In order to recover on a claim for a breech of contract, a plaintiff must prove (1) a contract existed between the parties, (2) the terms of the contract, (3) the defendant(s) breached the contract and (4) that the breach caused plaintiff's injury. Platsis v. E.F. Hutton & Co. Inc. 642 F. Supp 1277 (WD MICH 1986).

41. Contrary too defendant's the City of Jackson Police Dept and Adam E. Howard attorney for defendant's that the Contract was INVALID nonowner estate is in law, incorrect, as to a "Claim". Generally a liability in personam but capable embracing both a personal liability and a LEIN on property, while a lien is a liability in rem. Fairbanks, Morse & Co. v. Cape Charles, 144 Va. 56, 131 S.E. 437, 439.

42. Judge Mazur with hear plaintiff's Motion for Transfer of Action from District Court to Circuit Court with Brief in support WEDNESDAY, JANUARY 13TH, 2010 at 10:00 A.M. Lawfully contested on the motion's notorized date of Plaintiff's signature DECEMBER 23RD, 2009. Plaintiff files the instant circuit court case with Jury Fee within(28 DAYS) per MCR 5. 158(A).

43. UNDER COLOR OF STATE LAW POLICE OFFICERS NATE GROSS, JEREMY BARNETT, JON LILLY, MATTHEW PETERS VIOLATED THE PLAINTIFF'S 14TH AMENDMENT RIGHTS TO PURCHASE AGREEMENT LANDCONTRACT DATED SEPTEMBER 5TH, 2007 as TO AGENT, LANDLORD AND OWNER PROPERTY RIGHT UNDER BOTH THE STATES AND FEDERAL CONSTITUTION(S).

44. It is well established that "an offer and a acceptance thereof are necessary to create a legally, enforceable obligation." Matthew v. Welbe 330 Mich 408; 47 NW2d 670 (1957). It has also been established that "to make a Contract there must be an offer (Purchase Agreement) and an acceptance as well as consideration." Kirchoff v. Morris, 282 Mich 90; 275 NW 778 (1937)

45. "In order to form a [VALID CONTRACT], there was a meeting of the minds 9/5/2007 on the material fact of Prajedis & Ella Morales's Ownership of landeed, the Title incorporated into the litagant's purchase agreement, all the material facts were explained in our signed contract. A meeting of the minds 9/5/07 is judged by a objective standard, looking to the express words of the parties and their visable acts, not their subjective state of minds."

46. Defendants Yates and Barriga, with twelve others tenants in tow looking for a place to live made a \$35,000.00 offer minus \$2,500.00 earnest Money to the plaintiff for the purchase of 705 Page avenue. Use of the attached buildings and land. Plaintiff did accept this offer after being informed only (3) persons would be moving in, making use of property. Both parties intended to be bound by the landcontract. Upon defendant's subsequent default to prepay installment 23 of 50, failure to pay the plaintiff 9/5/2009 at 2:00pm, 6:00pm and 9:00pm or call the plaintiff regarding late payment, defendants breached our PURCHASE AGREEMENT CONTRACT.

47. Plaintiff 9/5/2009 at 7:00pm. called 911 again for assistance of a peace-officer, officer Barnett did arrive at 9:00p.m. to the address of 705 Page first. JPD Barnett explains to plaintiff at 729 Page that Angela Yates stated to him "We are moving and we do not have Abelardo Morales's landcontract Money." Officer Gross advises all JPD officers/staff Sargents that abelardo moralez not be allowed to do a (3) day inspection on 9/7/2009. 9/7/2009 plaintiff calls 911 for police assistances. Officer Peters, a hostile officer states: "DO YOU THINK I AM STUPID MR. MORALEZ ARE YOU CALLING ME STUPID?" Staff Sgt. Commander Cook, Jr. is called arrives, the posted "TRESPASS SIGN" posted by Nate Gross's advisement 9/1/2009 is discussed. Sgt. Cook, Jr' calls LT. Commander Simpson on a LandContract Forefieture Notice to be served, overules Nate Gross, the paper is served at 705 Page avenue on the same day upon Pablo Barriga, at his frontdoor, by personal service.

48. 10/6/2009 705 Page is abandoned, broken into by some one have a "backdoor key" drugs were taken and a gas (natural gas) basement dryer valve is left partially cracked open. Judge Mazur asks plaintiff if he thinks the defendant Barriga did this, the gas dryer taken. 10/7/2009 at 9:00p.m. Officer John Lilly with malice and deliberate intentions allows Pablo Barriga to force open my property. Steel 4" nails are driven thru 705 Page front steeldoor, all the homes 2nd, 1st floor and basement windows are nailed shut from the inside. Oddly, officer Lilly does not observe Barriga & Yates and Kleven take any "possessions" Causing over amount of \$25,000.00 in damages for replacements. A new stove was removed, a old brown stove put in it's place. 9/19/2009 Officer Lilly takes a police-report against another KEEDER'S employee, a 6'3" Mullato Male from a a adres 800 Page Avenue. This blackmale knocks on 705 frontdoor for Pablo Barriga and states to me "the 23rd right? I coming too burndown your house and breakout all your windows with Dennis Patterson." The (15 day) landcontract Forefieture expiration date for filing in the DISTRICT COURT. The Mullato Male shows abelardo his bare buttocks. In October of 2009 while abelardo painted his house 705 Page, "You are going to suck my penis now. Then calls 911 from 701 Page lying stating too Officers Costley & KNOPPE "Mexican Abe, threw a 5 lb. brick at me, level III prison-style?". All of 705 page basement windows (garage) were broken, JPD Peters tells victim, you try too setup the Mullato? JPD Lilly will not, refuses to identify the Mullato. for execution of a PPO. A restraint Order will be obtained for Lori Jean Kleven. JPD Incident 09-038359.

49.

GENERAL ALLEGATIONS

Plaintiff on 9/5/2007 accepted the contract provided "BLANK" of Angela Yates provided by attorney Adam E. Howard. Performed all said SELLER Purchase Agreement Contract, including PROBATE of said estate. The \$2,500.00 provided PROBATE ATTORNEY FEES and Yearly estate taxes, in the amount(s) of \$1,800.00, \$2,000.00 PROBATE. Plaintiff provided a ESCROW ACCOUNT, not the fraudulent Defendant's.

Casesite(s) 09-2587LT Barriga/Yates v. Maria Mcclieskey Att Howard.  
07-0304GCM SEARS v. Angela Yates Att Stillman for PLF  
08-1197GCJ Michiana/Metronet/Inc. v. Angela Yates, Att  
Olcese for PLF.  
06-0095GC Automotive Credit Corp v. Pablo Barriga Att  
Zamplas for PLF

50. The facts, establish for the Circuit Court the superiority of the Plaintiff's Claim and Cause of Action, Breach of Contract. When 50% of the purchase Agreement Contract had yet to be paid on OCTOBER 5TH, 2009. Installment 24 of 50.

51.

COUNT IV / UNJUST ENRICHMENT

Pursuant to MCR 3.411(B)(E) Claim for reasonable value of use of the 705 Page premise by defendant's attorney Howard is not entitled to the return of all monies demanded before Judge Mazur, FEBRUARY 3RD, 2010, Counter/Claim for \$25,000.00. A summary Judgement without jury or damages being rendered to the said plaintiff pro per, in Mich law RES JUDICATA.

52. Plaintiff hereby incorporates paragraphs 1 thru 52 of this Complaint as though fully re-written herein, in the Circuit Court.

53. That as a direct and proximate result of these action(s) the defendants Yates and Barriga via attorney Howard have been unjustly enriched at the Plaintiff's expense to the extent \$35,000.00.

53. Plaintiff at the time of JURYTRIAL in the jackson circuit court will hire a Ingham County lawfirm REID & REID ASSOCIATES to present his case to the jury regarding the named co-Defendants.

JURYTRIAL MONEY AWARD RELIEFS

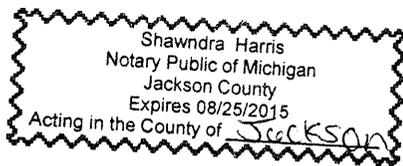
DAMAGES

Plaintiff seeks money damages via JURYAWARD, liquidated damages and penalties, Land damages, Permanant damages, Prospective damages, Substantial damages, Triple damages and Future damages. WHEREFORE, Plaintiff Abelardo Morales respectfully request that this Honorable Circuit Court and Impaneled Jury enter a post-trial Judgement against the named Defendant's for and in the money amounts of \$ 105,000.00. ONE HUNDRED AND FIVE THOUSAND DOLLARS.

DATED: January 11, 2010 / s/ <sup>Mr.</sup> Abelardo Morales  
ABELARDO MORALEZ / PLAINTIFF

Subscribed and sworn to before me a NOTARY PUBLIC in and for Jackson County and State, this 11<sup>th</sup> day of January, 2010A.D.

Shawndra Harris MY COMMISSION EXPIRES: 8/25/2015  
NOTARY PUBLIC



# **EXHIBIT A**

Exhibit A

STATE OF MICHIGAN  
IN THE COUNTY OF JACKSON / CITY OF JACKSON LIMITS

TO: PABLO BARRIGA AND ANGELA YATES, LANDCONTRACT BUYER(S)

FROM: ABELARDO MORALES, LANDCONTRACT SELLER

RE: NOTICE OF LANDCONTRACT ADMENDMENT TO INSURE LANDCONTRACT INSURANCE POLICY APPLICATION(S)/ SIXTY DAY NOTICE OF OUR LANDCONTRACT REQUIREMENTS/AUTO/HOME DAMAGE INSURANCES CONTACT WITH COMMUNITY DEVELOPMENT HOUSING INSPECTOR

Dear Pablo and Angela,

1. Sellar, Abelardo Morales is concerned that Buyer(s) Barriga and Yates did not make a half-sum prepayment this month. On LandContract payment 23 of 50. As per our amendment and agreement. I will appear Saturday September 5th, 2009 at 6:00PM for the LandContract payment of \$650.00. All estate taxes due on 705 Page and 729 Page estates will be paid in full with our contractual agreement payment 23 of 50. **PLEASE TAKE NOTICE**, Seller will re-appear September 6th, 2009 to scrape, putty, re-paint the front of said property (blistering of paint) requires priming to correct all housing Code defects at 705 Page Estate. I, will hire a worker to repair, access all roof-shingle damage for labor costs, materials and expenses, Thankyou. Angela call me.
2. Please Take Notice, effective November 5th, 2009, SELLER cannot allow 705 Page rear driveway parking of unauthorized (not in our Contract) parking or "storage" of Commercial licenced vehicals stump-tree cutters, ashphalt tar trucks, Tandum trucks. Vehicals not directly owned by the Buyers or Seller in our Notorized LandContract. Both a fire hazard and violation of City of Jackson Ordinances. While the Buyers collect a small money fee for said parking on 705 Page estate, the wellfare of your family is more important to the Seller. Seller is currently liable for damages, fire or theft of said equipment property. Whom's title Owners of said vehicals this Seller does not know. A contract violation.
3. Angela Yates, please explain this letter written in English to your commonlaw husband Pablo Barriga, in our Mexican language. 705 Page and 729 Page are snowbound in the winter The railroad Owned alleyway is four feet deep with ice and snow. With no insurance, in event of a 705 Page rear (at- tached) garage fire or residence fire explosion, City Fire trucks, firefighters could not enter your property for the rear-driveway blockage of parked commercial vehical(s) that belong to Pablo's seasonal Employer. Diesel powered trucks will not start without a "Glow-Plug" from inside your garage. Seller, abelardo morales cannot obtain full Reynolds Agency automobile Insurance Policy Inspection under current condi- tions (usages) of our LandContract property at 705 Page. HENCEFORTH, attorney Dennis Connant will be protecting my interest(s) with Rose Land and Finance Corp Brian C. Titus.

(1.

Casesite: TitleDeed Transfer to Abelardo Morales (Son) 80 years old.  
City of Jackson V. Prajedis R. Morales, Hon. Justin 1990 (Jailtime)  
Housing Code violations from \$10,000.00 of property destructions.

8/31/2009, PABLO BARRIGA, I spoke to Consumer Energy Theft Unit Kathy Klien. As of the date of this Legal Notice, I exercise my exclusive LandContract Clause and deny permission to Lori Jean Kleven to draw electricity, natural gas, or Water from the 705 Page Morales Estate. Klien and City Inspector tell me that this is a very serious Fire HAZARD. 701 Page was Condemed. Any overheating of electrical Cord a power SURGE would melt your Circuit Breakers and fry your Furnance circuitry. Our investment would burn-down you and Angela have no Insurances. Or, I will call 911, for police-report Charge.

4. Pablo and Angela, the Morales Clans moved from the dirt-floor, outdoor toilet "dump" of 1322½ Page Avenue junkyard to 705 Page Avenue in 1965. Sellers, the Drombrowski's sold to Prajedis R. Morales and (wife) Ellena Morales on (Citizer landcontract of 7% Interest and full residence Reynolds insurance policy coverages required by Michigan banks. My mother, from the nursing home maintained the home insurance and estate taxes until her death on March 20, 2003. Juan Morales paid the taxes on 705 Page before his death September 13, 2007. Pablo Barriga is a Mexican National, has Rights.
5. Pablo Barriga and Angela Yates, entered into a LandContract with Abelardo Morales, September 5th, 2007, estate taxes were "current" as per our contract. My point being, that in 1965 Charlie (Owner) of Charlie's Bike Shop at 723 Page Avenue was warned by City of Jackson Fire Marshall to clear the 40' X 60" fenced in enclosure. Containing "junk-bikes" parts, toilets, tubs, furniture. A arson fire was started by a Neighbor, in the rear. Firetrucks, firefighters I saw standing by, unable to enter the rear business, burned down. Charlie knew my father, fixed my bikes, he was Polish butt died without (property insurances) homeless, broke and frozen in a snowbank, a shopping-cart next to him at 723 Page Avenue. This will not happen to the Morales Estates.

STATEMENT OF FACTS

The middle-aged whitewoman whom accused me of "breaking into her parked car, trucks, boats at 701 Page is Lori Jean Kleven. The same neighbor whom called City of Jackson Police for I had parked one of my rear Lincoln tire on her land-line boundary. SEE enclosed Memorandum of Land Contract signed by Ms. Kleven. Whom is employed by Robin and Jerry Keeder, Keeders ShowBar at the corner of Elm and Page avenues. Past patron violence.

\*\* Jerry and Robin Keeder never respected or trusted the employed Morales mexican Clan members. We are not allowed to drink in the bars or buy foodstuffs at Bob's Party store. I went to prison 4-28-92 (A225045 FILES FEDERAL WRIT OF HABEAS CORPUS 2254-GRANTED 10-13-94

The legal intent of a Memorandum of Land Contract is that the Seller and Purchaser do not want the written landcontract to be made Public. Publication means Creditors can LEIN TitleDeed.

SEE enclosed QUIT CLAIM DEED, the Grantor First National Bank of America "signoff" to it's own money subsidiary Rose Land and Finance Corp., a Michigan Corporation. The same corporate bank that made me a Loan Offer of \$9,800.00 offer for Rights to collect 25 landcontract payments from Yates/Barriga. Abelardo Morales declined that 2008 offer and transaction. As of the date of this Notice, our landcontract is in current "Good-Standing".

6. Pablo and Angela, I do not believe Ms. Kleven "owns" all the parking space land leading up to the Telephone pole next to your bedroom window at 705 Page avenue. As she told City Police.

Mr. Kenneth Foote, CEO/President of 1st Nat. Bank, I will not sell to Keeder or Ms. Kleven. On 8/28/09 Kleven had a 200' extention cord connected to 705 Page ele. outlet (Garage), Consumer Energy theft from said property. Water is in my name, call JPD Warrant.

\*\*

Variance

7. In 1965, the MORGAN addition in 705 Page TitleDeed microfilmed, stored by County Register of Deeds say a 12 foot wide alleyway existed, indeed exists between 701 and 705 Page avenue. A "Public Access Driveway," known as a Easement apron entrance, indoctrinated and Owned by the City of Jackson. Your title differs from Lori Jean Kleven landcontract dated May 28th, 2008? Pablo that's 12 feet off the side of that Telephone pole next to your bedroom?
8. I am considering paying \$350.00 to have a State certified Surveyer re-plot and mark accurate measurement of 705 Page's landdeed bounderies from County Records of 1910 before MORGANS addition and parceled lots. Historical records relied upon by realators and financial Banks. In the legal event Jerry Keeder (a land Baron) buys his "second Liquer State License" at 701 Page. Once owned by Mr. Overmeyer (BeerStein Bar, Mexican Food Tavern in 1970. Mr. Overmeyer was kind to all the Mexicans on Page Avenue, especially to aged Ellena Chavez Morales. He was struck with a baseball bat of a drunken patron, died two years later. The new Owners hid their narcodics in parked abandoned vehical's outside and were "robbed twice" by their own employee's. Those type of people "come and go". Ella Morales was not allowed to cash her checks there, of course that is unless she had Cash? Mother begged cryed.
9. I do not envision Keeder, investing \$80,000.00 into 701 Page, to rehabilitate it's foundation nor flat-roof. A structual crack exists from top to bottom, it has been "Gutted". Those two unsightly room size Sauna whirlpools that Kleven has sitting outside of 701 Page were "Gutted" from the second story floorplan of 701 Page. Her toilets gutted from, her bathtub also sits and is stored on 705 Page property for yard-sale by Angela and her daughter.
10. Angela you have a very good business head on your shoulders. I do not envision Keeder owning 705 Page Pablo butt your children owning and managing both 705 and 729 Page when I am gone. I am concerned about payment of our landcontract, not Lori Jean Kleven's landcontract. I am glad that you two neighbors get along and use 705 Page to sell her goods.
  - ✓ I, have legal right to ask Kleven if she has Bill of Sale, ownership papers on all TV's, funiture, clothes, tools, stored toolboxes, texts, SOLD on the legal Premise(s) of 705 Page Avenue Estate. Pablo, you are my Mexican friend in this life. If you or your family are not eating right, get your-self a second job..that is not seasonal and dependant on the Michigan weather. A job where you are not re-acted to park your Boss's equipment at your Home residence.

SUSAN L. KEEN  
 NOTARY PUBLIC OF MICHIGAN  
 JACKSON COUNTY, MI  
 MY COMMISSION EXPIRES 04/02/2012  
 ACTING IN THE COUNTY OF JACKSON

DATED: August 31, 2009 /SI/ Belardo Morales 09  
 Subscribed and Sworn to before me, a Notary Public in and for Jackson County and State, this 31 day of August, 2009 A.D.  
Susan L. Keen MY COMMISSION EXPIRES: 04/02/2012  
 NOTARY PUBLIC 3.

On 4/28/1992, Jerry Keeder, John Frye, Dennis Patterson attend criminal trial. all 729 Page windows broken, dog MONZON is killed, City Condemmes structure.

Original

Exhibit A (2)  
Purchase Agreement

1. This agreement, made and entered into 4:30 AM/PM 10/5/2007 between  
Purchaser: Pablo Barrera & Angeles Yates Address: 5316 S. Meridian Rd, Jack, Miss  
Marital Status 2 Single  Married  
Seller: Belardo Morales Address: 729 Page Avenue, Jackson MI  
Marital Status  Single  Married 517 8170889

For the purchase of the property commonly known as 705 PAGE AVENUE or as  
Profedis and Ella Morales Estates (documents I gave you)  
located in the City of Jackson of Jackson, County of Jackson, State of Michigan; subject to all  
existing restrictions, easements, right-of way and zoning laws affecting the use of the property.

2. For the sum of \$ 35,000.00. All monies, other than earnest money deposits, must be paid in the form of U.S.  
cash, certified check or cashier's check.

3. All buildings, attached fixtures, improvements, built-in-appliances, landscaping, and gas, oil and mineral rights owned by Seller are included  
in the purchase price. Exceptions or additions: Riding Tractor, Babacua Pit, Shed  
and attached Garage. All appliances existing in home  
Two tables and dresser, 1979 Eldorado Cadillac not included.

4. Terms of Purchase to be indicated by "X" below:  
(Garage stored) at 705 Page. will be removed.

CASH: The full purchase price upon the execution and delivery of a Warranty Deed.  
 NEW MORTGAGE: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to  
obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_ % of the purchase price at  
no more than \_\_\_\_\_ % interest per annum. Buyer agrees to apply for said mortgage within \_\_\_\_\_ days from acceptance of this offer,  
furnish written evidence thereof and make a good faith effort to obtain said mortgage.

LAND CONTRACT: \$ 35,000.00 upon execution and delivery of a land contract wherein balance shall be payable in  
monthly principal and interest installments of \$ 650.00 or more including interest at 0 % per annum. Interest to start on date  
of closing and first payment is due 30 days after closing date. Land contract to be paid in full no later than 50 months after date of closing. At  
time of payoff, seller shall be responsible for providing a Warranty Deed and for the payment of all county/state transfer taxes. Additional  
terms: Buyers shall furnish all county/state transfer taxes to have  
Land Title deed into their names after 50 months payments  
If taxes and insurance are ~~not~~ included in the monthly payment, Buyer agrees to pay them when billed and furnish evidence to Seller of same.  
50th Payment is for \$650.00 total buyout. Land contract Escrow began 12-5-07

EQUITY: Upon exception and deliver of either ( ) Warranty Deed subject to existing mortgage, or ( ) Assignment of Vendee interest  
in a land contract, Buyer shall pay the difference between the purchase price and the unpaid debt balance of approximately \$ \_\_\_\_\_  
after the \_\_\_\_\_, 20 \_\_\_\_\_ payment of \$ \_\_\_\_\_ on said indebtedness, which Buyer assumes and agrees  
to pay, according to the terms of the mortgage or land contract. Buyer shall reimburse Seller for accumulated funds held in escrow, if any.

5. Earnest Money: For valuable consideration, Buyer gives the Seller to and including \_\_\_\_\_, 20 \_\_\_\_\_ for written acceptance of  
this offer and agrees that this offer, when accepted by Seller via original or facsimile signature, will constitute a binding agreement between  
Buyer and Seller. Buyer agrees to deposit \$ 2,500.00 in the form of CASH no later than 10-2, 2007  
as earnest money to be held by ~~American Title Company of Jackson~~ Seller (circle one) as part of the purchase price. If this offer is not  
accepted, or the conditions outlined in this agreement are not satisfied, the earnest money shall be refunded to the buyer. If the buyer defaults in  
the performance of this agreement, all deposits made hereunder shall be forfeited as liquidated damages in full termination of this agreement. If  
the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money deposits in full  
termination of this agreement or may pursue a legal remedy. American Title Company of Jackson is not liable for the performance of the Buyer  
or Seller under this agreement. No verbal statement shall be recognized as binding. In the event of any dispute over the earnest money deposit,  
both Buyer and Seller acknowledge that the earnest money will not be released to either party without written authorization signed by both  
parties or an order of the court.

6. Close of sale shall be no later than 10-2-2007. Should the lender be unable to close the transaction by the specified date,  
Seller and Purchaser mutually agree to extend this agreement and additional 30 days. TIME IS OF THE ESSENCE.

Please read Addendum to Purchase Agreement not to  
have third-party American Title Company hold Earnest  
Money or be paid a 7% percentage interest for loan money.

Original

Addendum to Purchase Agreement

This addendum is attached to and made a part of a certain agreement/contract between the undersigned parties dated 9-15, 2007, covering property located in the City/Township of JACKSON, State of Michigan, commonly known as 705 PAGE AVENUE, JACKSON, MI. 49203

PRAJEDI'S AND ELLA MORALEZ ESTATE, OWNERS DECEASED  
\*\*\*\*\*  
CASE SITE, CITY OF JACKSON V. ABELARDO MORALEZ, HOUSING CODE VIOLATION

It is agreed and understood that any additions or changes shown below supersede the original agreement/contract. All other terms remain the same.

Mr. Barriga and Miss Yates, my deceased parents bought 705 Page on land Contract in 1965. A land contract between my parents and the Owner, the Dombrowskis, without involvement of American Title Company. The buyers and sellers trusted each other without a attorney. My parents are dead, however I have maintained the land taxes since 2002.

District Judge Filip thru bench-trial found me as the "Agent" for said property at 705 Page, in 2005. I am willing to sign a Land Contract Agreement with you. I am willing to accept a \$3,000.00 cash down-payment or Earnest Money to me, no third-party, with monthly payments in the amount of \$700.00 a month. Until which time a total of \$35,000.00 is paid in full for your home. \$2,000.00 of the down-payment will be used by attorney Dennis Connant to establish a "Propate Proceeding" to transfer legal Title into my name as legal execution of Warranty Deed into your name upon full payment at 0 interest 0% per annum, to Third Party

Witness Pablo Barriga Angela Yates 10-5-07  
Buyer PABLO BARRIGA Buyer ANGIE YATES Date

Witness Abelardo Moralez Agent for 705 Page 9-15-2007  
Seller ABELARDO MORALEZ Seller Date

Witness Acknowledgment Acknowledgement Date

Sworn & subscribed this 5th Day of October.

Carmen A. Ryan

Original State of Michigan  
In the County of Jackson, Mich.

Land Contract  
Downpayment

I, Abelardo Moraly do accept \$2,500.00  
cash as downpayment towards a \$35,000.00  
sale price, on this day, October 5th,  
2007. A.D.

Attachment, Purchase Agreement and  
Addendum to purchase Agreement.

Dated: October 5, 2007

/s/

Abelardo Moraly  
Agent

Angela Yates

10-5-07

Pablo Barriga

10-5-07

Sworn & Subscribed this 5th Day of October.  
Carmen A. Ryan



\*\*LIVE FILES\*\* Jackson P.D.  
DATE 10/19/2009  
TIME 14:00:44

*EXMPL 115*  
AEGIS PUBLIC SAFETY SYSTEM  
INCIDENT REPORT

PAGE 1  
PL1190  
MARCINKO

-----  
INCIDENT #: 2009-00031919    ORI #: JPD    INCIDENT TYPE: 5300 P Disorderly

LOCATION . . . : 701 PAGE AVE    VENUE: JACKSON  
PHONE NUMBER :  
NATURE OF CALL:

CALL . . . . : DATE:    TIME:    Tuesday  
DISPATCH . . : 09/01/2009 14:43:36  
ARRIVE 1 . . . : 09/01/2009 14:51:59  
CLEAR . . . . : 09/01/2009 19:17:27  
                  : 09/01/2009 19:28:50

AREA . . : C2    SECTION : C2    BEAT: C2  
QUADRANT:    DISTRICT:    GRID: C2

UNIT 1 #: C2    ID # 1: GROSS,NATHAN,,    ID # 2:  
UNIT 2 #:    ID # 3:    ID # 4:

RECEIVED ORI/ID : JSO  
DISPATCH ORI/ID : JSO  
DISPATCH SHIFT :  
SOURCE . . . . : Telephone    REPORT REQUIRED: NO    MUTUAL AID:  
DISPOSITION . . : AC    PRIORITY . . . : 3    CLEARED BY: KIMBERLY H

ORIGINAL INFORMATION:  
LOCATION : 701 PAGE AVE    VENUE:  
INCD TYPE: 5300    PRIORITY: 3

STATUS/DISPOSITIONS:  
DISPOSITION:    UNIT:    DATE:    TIME:    ID # 1: / ID # 2:  
AC    C2    09/01/2009 19:28:50 GROSS,NATHAN,,

DOCUMENTS:  
MSP CAD CALL NARRATIVE  
TW SUBJ RPT  
\*\*OLD STEIN\*\* COMP IS EMPLOYEE

-----  
INCIDENT #: 2009-00038359    ORI #: JPD    INCIDENT TYPE: 1300 P Assault

LOCATION . . . : 729 PAGE AVE    VENUE: JACKSON  
PHONE NUMBER :  
NATURE OF CALL:

                  DATE:            TIME:  
CALL . . . . . : 10/22/2009 11:08:34 Thursday  
DISPATCH . . . : 10/22/2009 11:12:10  
ARRIVE 1 . . . : 10/22/2009 11:14:23  
CLEAR . . . . . : 10/22/2009 13:16:35

AREA . . : C2                    SECTION : C2                    BEAT: C2  
QUADRANT:                        DISTRICT:                        GRID: C2

UNIT 1 #: D1                    ID # 1: BLACK,TIMOTHY,,            ID # 2:  
UNIT 2 #: S12                   ID # 3: MAZUR,JEFFREY,,            ID # 4:

RECEIVED ORI/ID : JSO  
DISPATCH ORI/ID : JSO  
DISPATCH SHIFT :  
SOURCE . . . . . : 911                    REPORT REQUIRED: NO                    MUTUAL AID:  
DISPOSITION . . : AC                    PRIORITY . . . : 3                    CLEARED BY: KIM OBERLI

ORIGINAL INFORMATION:  
LOCATION : 729 PAGE AVE    VENUE:  
INCD TYPE: 1300    PRIORITY: 3

STATUS/DISPOSITIONS:  
DISPOSITION:    UNIT:    DATE:            TIME:            ID # 1: / ID # 2:  
AC                    D1    10/22/2009 13:16:35 BLACK,TIMOTHY,,  
AC                    S12   10/22/2009 13:16:35 MAZUR,JEFFREY,,

DOCUMENTS:  
MSP CAD CALL NARRATIVE  
E911 Info - Class of Service: RESD Special Response Info: C2 GROUP 1  
ENGINE 3 JCA  
ASSAULT JUST OCC  
6`3 200LBS WALKING BOXER DOG  
2ND HALF CALLED IN BARRON SAID THAT ABOVE SUBJ THREW A BRICK AT HIM  
AS HE WAS WALKING BY WITH HIS DOG  
BARRON IS WAITING AT 701 PAGE

Exhibit A(4)

FREEDOM OF INFORMATION REQUEST FORM

Date January 8th, 2010  
time 9:33

TO: City of Jackson

ATTN: Community Development Department

Pursuant to the Michigan Freedom of Information Act, PA 442 of 1976 (FOIA), I am requesting the following records from the City of Jackson Community Development Department:

Complete field report, all specifications  
regard Complaint / Brian Taylor's  
Blk Inspector's Condemnation Notice  
upon Lori Jean Kleven at 701 Page  
only September 2 2009. Circuit court Expert Testimony  
Attorney Susan Murphy critique report for JUDGE

I understand that the above records are subject to review by the Jackson City Attorney before they may be released to me. I understand that the City may request an extension of ten (10) business days in which to respond to my request, and hereby agree to allow an extension if such additional time is needed to respond.

I further understand FOIA allows a researching and processing fee, and agree to pay any such charges.

Requested by:

Abelardo Moralez

Signature

ABELARDO MORALES

Name (printed)

729 E 705 PAGE ESTATES

Address

JACKSON, MICHIGAN 49203

City, State, Zip

517 817 0889 - 796 4952

Telephone

M 642 029 005562 OCY  
CHAFF

Driver's License No.

ALL RECORDS WILL BE SENT TO THIS ADDRESS UNLESS YOU REQUEST OTHERWISE.

For Department Use Only

Date Received: \_\_\_\_\_

Date forwarded to City Attorney: \_\_\_\_\_

Exhibit A(4)

12th DISTRICT COURT  
FILE/COPY REQUEST FORM

1. Date of Request: January 4, 2010  
2. Requested by: Name ABELARDO MORALEZ  
Address 729 PAGE AVENUE  
JACKSON, MI. 49203  
Phone (home) 8170889 (office) \_\_\_\_\_

3. Please specify the complete case name and/or case number below:  
Case Number: 1. 092587LT 3. 084892GCK 5. 0703046C  
2. 060095GC 4. 092587LT 6. 081197GC  
Case Name: BARRIGA VS MCCLESKY ET AL  
YATES

4. Nature of Request:  Review File  
 Obtain Copies

5. If copies are requested, list documents to be copied: UPON REVIEW  
\_\_\_\_\_ Complete case file (except for any non-public court records)  
\_\_\_\_\_ Specific documents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

For Court Use Only

copies \_\_\_\_\_ x \$.25 = \$ \_\_\_\_\_

handled by: \_\_\_\_\_ on \_\_\_\_\_  
(court clerk) (date)



Jackson  
E. Washington #284  
Jackson, MI 49201  
(517) 789-6444  
(517) 789-5049 fax

Ann Arbor  
2770 Carpenter R. Suite 200  
Ann Arbor, MI 48108  
(734) 971-1944  
(734) 971-2137 fax

Flint  
400 N. Saginaw St. #104  
Flint, MI 48502  
(810) 234-9324  
(810) 234-9326 fax

## Supervised Independent Living Program

### Host Family Agreement

*Please read the following and  
sign that you understand and accept this agreement.*

I, Angie Yates agree to be a Host Family provider  
*Host Family Name above*

for the LSSM Supervised Independent Living Program participant by the name of

Sharmia Bliss, Porsche Mackey  
*Youth Name above*

- I will provide regular supervision for the youth that lives with me. This consists of having regular face-to-face time with the youth, providing him/her with rules and structure, and being a responsible mentor for the youth.
- I understand I am entering into a Rental Agreement between myself and a youth. LSSM is not responsible for the youth's rent payment. Further, I understand that LSSM is not responsible for the property that I am renting out, any belongings in the home, or any damage caused by a youth. Rental agreements may include a dollar amount for damages.
- I understand that if I no longer want a youth living in my home, I will discuss concerns with the Supervised Independent Living Coordinator to work toward resolution. If this is not possible, I will give LSSM 14 day written notice to locate an alternative placement for the youth.
- I have read the above statements and my signature below represents my understanding and agreement that if I fail to follow through with any of these items, I will no longer be approved as a Host Family for LSSM.

Host Family

Date

SIL Coordinator

Date

LANDCONTRACT INSTALLMENT RECIEPT PAYMENT IN CASH

TWENTY THREE OF FIFTY due SEPTEMBER 5TH, 2009 Saturday at 6:00PM.

I, Abelardo Morales have recieved partial payment ONE \_\_\_\_\_  
on this \_\_\_\_ day of August, 2009 in the amounts \_\_\_\_\_  
and payment TWO. on this \_\_\_\_ day of September, 2009 for Total  
Amounts of \$650.00 from BUYER(S) Pablo Barriga and Angela Yates.  
The NOTORIZED OCTOBER 5TH, 2007 (Almost 2 Years Ago) as per  
signatures on LandContract.

[NOTATION]

BUYER(S) have requested a "Amended landcontract" to be divided  
into two payment(s) bi-monthly for ease of timely payments.

SELLER \_\_\_\_\_.

BUYER(S) \_\_\_\_\_ PABLO BARRRIGA

BUYER(S) \_\_\_\_\_ ANGELA YATES

ALL ESCROW PAYMENT(S) MADE IN CASH

ALL ESTATE TAXES ARE COLLECTED AS DUE IN FULL JULY 15TH, 2009.  
WITH INTEREST PENALTY AT 1% ACCUMULATING ON \$480.01 STILL DUE.

LEGAL ACCOUNT REGISTER

- |      |     |  |  |
|------|-----|--|--|
| (1.) | FOR | JAN THRU MARCH   | \$120.00 PAID BY SELLER CONTRACT         |
| (2.) | FOR | APRIL THRU JULY  | \$120.00 is due Account                  |
| (3.) | FOR | AUGUST THRU SEPT   | \$120.00 is due Account                  |
| (4.) | FOR | OCTOBER THRU DEC   | \$120.00 is due Account                  |
| (5.) | FOR | FULL ESTIMATED ESTATE TAXES DUE MINUS 1% PENALTY FEE<br>CITY CLERK TAX DEMANDS | <u>\$120.01</u> due in full end of Year. |

\$480.01 IS BALANCE DUE ACCOUNT  
ADD LATE INTERST PENALTY AT 1%

PAYMENT TWENTY THREE

COPY TO: LandContract Attorney Dennis Connant.

RECORDED IN DEEDS

RECORDED

18976

WARRANTY DEED (SHORT 891 (REV 1967)) PHOTO COPY FORM THE BIDDLE PRESS, INC. FILE NO. SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

AUG 3 10 59 AM '72

REGISTER OF DEEDS JACKSON COUNTY, MICH. *John M. Alford*

This Indenture, made August 2, 1972 BETWEEN John Dombrowski and Regina T. Dombrowski, husband and wife, as tenants by the entireties, of 831 North State Street, Jackson, Michigan, 49202

parties of the first part. and Prejedis R. Morales and Ella C. Morales, husband and wife, as tenants by the entireties,

parties of the second part. whose address is 705 Page Avenue, Jackson, Michigan, 49203

WITNESSETH. That the said party of the first part, for and in consideration of Fifty-three Hundred and no/100- (\$5,300.00)-

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, his heirs and assigns,

FOREVER, all that certain piece or parcel of land situate and being in the City of Jackson County of Jackson and State of Michigan, and described as follows, to-wit:

Commencing at a point on the North line of Block 16, Morgan's Addition to the City of Jackson, 105.08 feet Easterly from the Northwest corner of said Block, said Block being bounded on the North by Page Avenue and on the West by Beach Street, thence westerly on the North line of said Block 16, 50 feet, thence Southerly to the South line of said Block 16, so as to intersect the South line of said Block, 100 feet Easterly of the Southwest corner of said Block, thence Easterly on the South line of said Block, 50 feet, thence Northerly to the place of beginning.

This deed is given in fulfillment of a certain land contract dated the 31st day of March, 1965.

JACKSON COUNTY AUGUST 3 1972 STATE OF MICHIGAN REAL ESTATE TRANSFER TAX Dest. of Taxation AUG-3-72 \$06.05 P.B. 10591

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to his heirs and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and assure to and with the said party of the second part, his heirs and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple, that they are free from all incumbrances whatever except such as may have been accrued by the acts or through the omissions of the parties of the second part subsequent to the 31st day of March, 1965.

and that he will and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written

Signed, and Delivered in Presence of *B. W. Bartus* B. W. Bartus *John F. Dombrowski* John Dombrowski *Regina T. Dombrowski* Regina T. Dombrowski *Janice M. Kohls* Janice M. Kohls

STATE OF MICHIGAN, on August 2, 1972, before me, a Notary Public, in and for said County, personally appeared John and Regina T. Dombrowski, husband and wife to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed

PREPARED BY: B. W. Bartus Agency 612 Page Avenue Jackson, Michigan 49204

*B. W. Bartus* B. W. Bartus Notary Public, Jackson County, Michigan My commission expires September 7, 1973

Due to a very  
Bad neighbor down  
the street we

Cannot let people  
inside the building  
until further construction  
& renovation is done.  
We are very sorry for  
the inconvenience.

Please call: (517) 612-7907

& we can sell you  
anything thanks Lori + Kris



161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

**DATE:** January 19, 2010  
**TO:** Christopher W. Lewis, Interim City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Engineer's Report for Argyle Street Paving Wisner Street to West Avenue

The Department of Engineering requests that City Council establish a public hearing of necessity to be held February 9, 2010, for street paving on W. Argyle Street from N. Wisner Street to N. West Avenue. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Department records show that this section of W. Argyle Street was constructed in 1962, overlaid in 1985, chip sealed in 1992 and crack sealed in 1999. The existing pavement has deteriorated with cracking throughout. Most of the existing curb is in good shape, needing only spot repairs at several driveways. The sidewalk is discontinuous at several driveways and non-existent on the south side of the east half of the block. The attached photographs show the current street conditions.

The Department considered milling 3 inches and resurfacing, but pavement cores show the street thickness is only between 4½ and 5½ inches. The Department proposes full depth asphalt pavement replacement with 6 inches of pavement, curb spot repairs, and sidewalk construction where it is missing. Estimated construction costs and funding are as follows:

Street Paving (MDOT/FHWA-ARRA)	\$317,965.35
Street Paving (Assessments)	<u>\$ 54,060.00</u>
Total Project Cost	\$372,025.35

The established individual assessment information has been reviewed by the City Assessor and includes corner lots where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted for this project, the number of annual instalments periods will be ten.

TRW:sms

c: Dave Taylor, City Assessor  
Lynn Fessel, City Clerk  
Randal T. McMunn, P.E., Assistant City Engineer  
Troy R. White, P.E., Civil Engineer II



Photo 1: Facing east from north lane at Wisner



Photo 2: Facing west from mid-block between Wisner and West



Photo 3: Facing west from west of West Avenue Intersection



Photo 4: Facing east from west of West Avenue intersection

# N WEST AVE

PROJECT LIMITS

NORTH WEST PROPERTIES LLC  
113 W MICHIGAN AVE, STE #300  
JACKSON, MI 49201  
2-2439.A2  
(1180 N WEST AVE)

\$3,276.85  
C-4  
175'

AMERICAN 1 FED CREDIT UNION  
718 E MICHIGAN AVE  
JACKSON, MI 49201  
2-2439.A3  
(810 W ARGYLE ST)

\$2,624.75  
C-4  
120'

LABELLA INVESTMENTS  
2888 BURTCH RD  
GRASS LAKE, MI 49240  
2-2439.A  
(820 W ARGYLE ST)

\$2,141.78  
C-4  
120'

CHOW, CHEUNG S  
900 W ARGYLE ST  
JACKSON, MI 49202  
2-2439.A1

\$2,642.47  
C-4  
135'

MERCHANTS CROSSING IMPROVEMENTS LLC  
c/o DLC MANAGEMENT CORP-M ZENOTITA  
580 WHITE PLAINS RD  
TARRYTOWN, NY 10591  
2-2439  
(1100 W ARGYLE ST)

\$11,113.67  
C-4  
509.42'

FIFTH THIRD BANK  
c/o CORPORATE FACILITIES  
38 FOUNTAIN SQ PLAZA-MD 10ATA1  
CINCINNATI, OH 45263  
2-2439.K  
(1190 W ARGYLE ST)

\$3,447.91  
C-4  
193.18'

# N WISNER ST

PROJECT LIMITS

145'  
C-4  
\$4,131.96

SPEEDWAY SUPER AMERICA LLC  
PROPERTY TAX DEPT  
539 S MAIN ST  
FINDLAY, OH 45840  
2-1742.2  
(970 N WEST AVE)

449'  
C-4  
\$11,468.50

ARGYLE ACRES MALL LTD PARTNERSHIP  
336 JOICEY BLVD  
NORTH YORK, ONTARIO  
CANADA M5M 2W1  
2-1737.01  
(916 N WEST AVE)

664.24'  
C-4  
\$13,212.11

JACKSON PROPERTIES LLC  
1877 ORCHARD LAKE RD, #103  
SYLVAN LAKE, MI 48320  
2-1742.01  
(1089 N WISNER ST)

# W ARGYLE STREET



SCALE: N.T.S.  
DATE: 01/12/10  
DRAWN BY: MGB & TRW  
CITY OF JACKSON  
DEPARTMENT OF  
ENGINEERING

ASSESSMENT MAP FOR W ARGYLE STREET  
FROM WISNER STREET TO WEST AVENUE  
PAGE 1 OF 1



City Clerk

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

January 19, 2010

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Arnold, Deputy City Clerk   
**RE:** Establishment of a Public Hearing on the Request filed by Refrigeration Sales, Inc., located at 910 Myrtle Street, for an amendment to Industrial Development District #80 and Application for an Industrial Facilities Exemption Certificate

Attached please find the letter of request submitted by Refrigeration Sales, Inc., to amend Industrial Development District #80 and an application for an Industrial Facilities Exemption Certificate for personal property for their facility located at 910 Myrtle Street.

Requested action is for the City Council to establish a public hearing on February 9, 2010, on the district amendment request and on the application. Notification letters will be sent to the applicant and the legislative body of taxing units, which levy ad valorem taxes within the City informing them of the public hearing.

Thank you.

Attachment

C: Dave Taylor, City Assessor  
Julius Giglio, City Attorney  
Barry Hicks, Economic Development Project Manager



**RECEIVED**

CITY of JACKSON

JAN 03 2010

CLERK'S OFFICE

BY \_\_\_\_\_

943 Myrtle Street  
P.O.Box 928  
Jackson Michigan  
49204 - 0928  
Tel 517-784-8579  
Fax 517-784-7373

January 4, 2010

City Clerk  
161 West Michigan Ave.  
Jackson, MI. 49201

In regards to our recent IFT application received on December 29, 2009, it has been brought to our attention that Lot # 4 located at 911 George Street is not currently located in district 80. This letter is a request to have district 80 amended to include lot # 4.

Thank You for your cooperation in this matter.

A handwritten signature in black ink, appearing to read "Rusty Lyke", with a stylized flourish at the end.

Rusty Lyke  
President  
Refrigeration Sales Inc.

C: Assessor, Atty, HRC

## Angela Arnold

---

**From:** Dave Taylor  
**Sent:** Friday, January 08, 2010 4:56 PM  
**To:** Angela Arnold  
**Subject:** Legal Description for IDD # 80

Good Afternoon Angela,

Below is the corrected Legal Description for IDD #80

LOTS 4, 18, 20 & 21 & THE NORTH 46.5 FT OF LOT 23 BLK 1 NORTH STAR ADDITION ALSO  
A PIECE OF LAND LYING W OF THE EXISTING GRAND RIVER & DESCRIBED AS BEG AT A PT ON THE E LN OF  
MYRTLE ST EXT 594 FT N OF THE N LN OF NORTH ST TH N 132 FT ALG MYRTLE ST EXT TH E 222.75 FT TH S  
132 FT TH W 222.75 FT TO THE POB NW 1/4 NE 1/4 SEC 34 T2S R1W  
ALSO BEG AT A PT ON THE E LN OF MYRTLE ST 396 FT N OF THE N LN OF NORTH ST TH N ALG THE E LN OF  
MYRTLE ST 198 FT TH E 222.75 FT TH S 198 FT TH W 222.75 FT TO POB NW 1/4 NE 1/4 SEC 34 T2S R1W

David Taylor  
City Assessor  
Jackson Michigan



# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Deputy Angela Arnold</i>	Date received by Local Unit <i>12/28/09</i>
STC Use Only	
Application Number	Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Refrigeration Sales, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 332900	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 910 Myrtle St., Jackson, MI 49202	1d. City/Township/Village (indicate which) Jackson (City)	1e. County Jackson
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Jackson	3b. School Code 38170
4. Amount of years requested for exemption (1-12 Years) 12		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

7/14/09- Hardinge RL15GS250 CNC Turning Center = \$117,937.00.  
11/5/09- Hardinge Model SV200/66 CNC Turning Center = \$81,375.00.

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	\$199,312.00
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	Personal Property Costs \$199,312.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	7/14/09	12/1/09	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

9. No. of existing jobs at this facility that will be retained as a result of this project. All

10. No. of new jobs at this facility expected to create within 2 years of completion. 2

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....	
b. TV of Personal Property (excluding inventory) .....	
c. Total TV .....	

12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

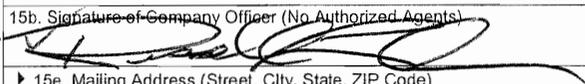
12b. Date district was established by local government unit (contact local unit)  
6/6/95

12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes  No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Robert D. McCowen, CPA	13b. Telephone Number (517) 529-9869	13c. Fax Number (517) 529-9873	13d. E-mail Address rdm8400@sbcglobal.net
14a. Name of Contact Person Russell V. Lyke, II	14b. Telephone Number (517) 784-8579	14c. Fax Number (517) 784-7373	14d. E-mail Address rlyke@refsales.com
▶ 15a. Name of Company Officer (No Authorized Agents) Russell V. Lyke, II			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 784-7373	15d. Date 12-28-09
▶ 15e. Mailing Address (Street, City, State, ZIP Code) P.O. Box 928, Jackson, MI 49204		15f. Telephone Number (517) 784-8579	15g. E-mail Address rlyke@refsales.com

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
**Michigan Department of Treasury**  
 P.O. Box 30471  
 Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal



Equipment Lease Agreement Number.
L0915802

201 East Huntington Drive, Suite 201 Tel: (800) 553-9208
Monrovia, CA 91016 Fax: (800) 564-1849

LESSEE: Refrigeration Sales, Inc.

Address: 943 Myrtle St., Jackson, MI 49202

Phone: (517) 784-8579 Supplier: Production Tool Supply Co.

Equipment: SEE EXHIBIT "A" ATTACHED HERETO FOR COMPLETE EQUIPMENT DESCRIPTION.
Equipment Cost: \$117,937.00
Taxes: \$0.00

Total Cost to Lessor: \$117,937.00

Table with 5 columns: Monthly Payment Amount (\$2,248.00), Total Number of Payments (60), Lease Term (Months) (60), Advance Payments (2 = \$4,496.00), Purchase Option (\$1.00). Includes sub-headers for taxes and interim payments.

- 1. This Lease has been written in "plain English".
2. You, the Lessee, agree to lease the equipment described above collectively "Equipment" per the terms and conditions shown on the front and back of this Lease Agreement "Lease" together with all Riders, Schedules, Exhibits, and Guaranties.
3. The Lease term shall be for 60 months (plus the amount of any extension set forth below) and shall commence on the date you execute the Delivery and Acceptance Certificate (the "Lease Commencement Date").
4. Supply Contract, Delivery. If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you and you timely deliver to us such documents and assurances as we request).
5. Credit Information. You authorize us or our assignee to investigate all credit bureau reports, trade, bank, loan, lease and other references, statements or other information accompanying this Lease, and to make other inquiries that we deem necessary and to update our information without further notice so long as your obligations under this Lease are outstanding.
6. Prior to Commencement. Payments are calculated using a Lease Rate Factor. The Lease Rate Factor is calculated, in part, using an interest rate based on the weekly Intech wholesale cost of funds.
7. By signing this Lease (a) you, the Lessee, acknowledge that you have read and understand the terms and conditions on the front and back of this Lease; (b) you warrant that the person signing this Lease is a corporate officer, partner or proprietor having full authority to sign the Lease; (c) you agree that you cannot terminate or cancel the Lease except as provided in Section 11 herein, you have an unconditional obligation to make all payments due under this Lease, and you cannot withhold, set off or reduce such payments for any reason; (d) you acknowledge receipt of a copy of said Lease, and (e) you will use the Equipment only for business purposes.

LESSOR Intech Funding Corp

LESSEE Refrigeration Sales, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted on: \_\_\_\_\_

Commencement Date

[Signature] 7/14/2009
Authorized Signature Date

Russell Lyke, II, President
Name and Title

Authorized Signature Date

Name and Title



**Production Tool Supply**

CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

PTS JACKSON 11  
3509 WAYLAND DRIVE  
JACKSON, MI 49202-1233  
PHONE: 800-992-0092

\*\*Reprint

Date	7/13/09
Quote No.	9710396
Customer No.	708604/001
Expiration	8/12/09

FAX: 517-787-3767

# QUOTATION

<b>SHIP TO</b>
REFRIGERATION SALES INC 943 MYRTLE ST JACKSON, MI 49202 3360

<b>CUSTOMER</b>
REFRIGERATION SALES INC P O BOX 928 JACKSON, MI 49204 0928

LINE	CATALOG NO. / DESCRIPTION	QUANTITY	U/M	UNIT PRICE	DISCOUNT	EXTENDED AMT
1	RL15GS250 HARDINGE PERFORMANCE CNC TURNING CENTER INCLUDING HARDINGE/FANUC i GX SERIES CONTROL STANDARD FEATURES INCLUDES: CAST IRON SLANT BED WITH LINEAR GUIDEWAYS & BALLSCREWS * A2-8 SPINDLE NOSE WITH A 3.07" THRU HOLE INCLUDING A 10.00 JAW CHK * 14.015" TURNING DIAMETER-22.00" TURNING LENGTH 3500 RPM MAXIUMN TURNING SPEED * 25 HP SPINDLE DRIVE MOTOR-230 VOLT ONLY WITH 446 FT-LBS TORQUE 292 RPM * 1181 ipm RAPIDS INCLUDING A 12 STATION VDI-40 TURRET WEIGHT 11,773 LBS	1	EA	80005.000		80005.00
2	RL22NS BL0514032 1-1/4 ID INTERNAL COOLANT BBH	1	EA	214.000		214.00
3	RL21NS BARFEED INSTALLATION BY LNS.	1	EA	2200.000		2200.00
4	RL22NS BL0214025 1.0 OD RH SHORT	3	EA	200.000		600.00

<b>AMOUNT</b>
TAX %
FREIGHT/INSURANCE
<b>TOTAL AMOUNT</b>

\*\*\* Continued \*\*\*

QUOTATION VALID FOR 30 DAYS UNLESS OTHERWISE NOTED. ORDERS FOR SPECIAL TOOLS ARE NOT SUBJECT TO CANCELLATION. DEPOSITS MAY BE REQUIRED ON THESE ORDERS AT THE TIME OF PLACEMENT. THIS QUOTE MAY BE SUBJECT TO OUTBOUND FREIGHT (DELIVERY) CHARGES.



**Production Tool Supply**  
CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

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Date	7/13/09
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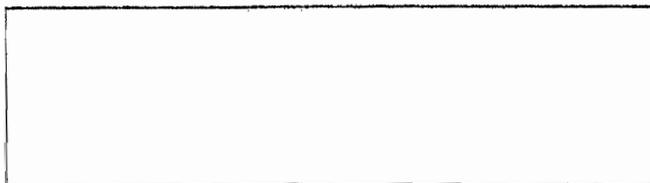
**QUOTATION**

<b>SHIP TO</b>
REFRIGERATION SALES INC 943 MYRTLE ST JACKSON, MI 49202 3360

<b>CUSTOMER</b>
REFRIGERATION SALES INC P O BOX 928 JACKSON, MI 49204 0928

LINE	CATALOG NO./DESCRIPTION	QUANTITY	U/M	UNIT PRICE	DISCOUNT	EXTENDED AMT
5	TOOLHOLDER RL22NS 78150000000000 A2-8 TO 3J COLLET ADAPTATION CHUCK	1	EA	1330.000		1330.00
6	RL22NS LINK UP FOR ADAPTATION CHUCK	1	EA	235.000		235.00
7	RL21NS LNS QUICK LOAD S3 BARFEED ANCHORING HARDWARE, 2 PUSHERS WITH BUSHING ASSEMBLY, CUSTOM ELECTRICAL CABLE PKG	1	EA	20150.000		20150.00
8	RL22NS CROSS MILL DRILL UNIT SHORT DEMO TOOLING	1	EA	750.000		750.00
9	RL22NS FACE/END MILL DRILL UNIT DEMO TOOLING	1	EA	750.000		750.00
10	RL22NS BL0534032 ER32 COLLET CHUCK	3	EA	370.000		1110.00
11	RL22NS BL0514025 1" ID INTERNAL COOLANT BBH	2	EA	204.000		408.00
12	RL15NS BLA000291600CK ARM TYPE PARTS CATCHER WITH CONVEYOR	1	EA	3995.000		3995.00

<b>AMOUNT</b>	
TAX	%
<b>FREIGHT/INSURANCE</b>	
<b>TOTAL AMOUNT</b>	



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**Production Tool Supply**  
CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

PTS JACKSON 11  
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# QUOTATION

<b>SHIP TO</b>
REFRIGERATION SALES INC 943 MYRTLE ST JACKSON, MI 49202 3360

<b>CUSTOMER</b>
REFRIGERATION SALES INC P O BOX 928 JACKSON, MI 49204 0928

LINE	CATALOG NO. / DESCRIPTION	QUANTITY	U/M	UNIT PRICE	DISCOUNT	EXTENDED AMT
13	RL15NS BLA000207001C CHIP CONVEYOR STANDARD HINGE TYPE	1	EA	4195.000		4195.00
14	RL15NS BL000001202AK BARFEED INTERFACE	1	EA	995.000		995.00

REPLY TO: HEATHER HARTLEY

LYKE	RUSTY
------	-------

AMOUNT	116937.00
TAX	%
FREIGHT/INSURANCE	
Inbound Freight	1000.00
TOTAL AMOUNT US Dollars	117937.00



Equipment Lease Agreement Number:  
L0915980

201 East Huntington Drive, Suite 201 Tel: (800) 553-9208  
Monrovia, CA 91016 Fax: (800) 564-1849

**LESSEE:** Refrigeration Sales, Inc.

**Address:** 943 Myrtle St., Jackson, MI 49202

**Phone:** (517) 784-8579 **Supplier:** Production Tool Supply Co.

**Equipment:** 1-Hardinge Model SV 200/66 Turning Center with Arm Type Parts Catcher w/Conveyor, Tri-Color Light Tower, Barfeed Interface, Chip Conveyor Interface, Chip Conveyor Hinge Type, S3 Quickload LNS Barfeed, A2-6 to 3 J Adaptation Chuck w/Linkup, #5 Morse Taper Tailstock and all Std. Equip. S/N. \_\_\_\_\_ Total amount financed is \$65,100.00. 1 @ \$16,275.00 covers capital reduction.

**Equipment Cost:** \$81,375.00  
**Taxes:** \$0.00  
**Total Cost to Lessor:** \$81,375.00

Monthly Payment Amount	Total Number of Payments	Lease Term (Months)	Advance Payments	Purchase Option
1 @ \$16,275.00 60 @ \$1,287.00	61	61	1 = \$16,275.00 <i>Don't pay</i>	\$1.00
Plus Applicable Taxes	Plus Any Interim Payment		Plus Applicable Taxes	Plus Applicable Taxes

- This Lease has been written in "plain English". When the words "you" and "your" are used in this Lease it means you, the customer, which is the Lessee indicated above. When the words "our", "us", and "we" are used in this Lease it means the Lessor, Intech Funding Corp., 201 East Huntington Drive, Suite 201, Monrovia, CA 91016.
- You, the Lessee, agree to lease the equipment described above collectively "Equipment" per the terms and conditions shown on the front and back of this Lease Agreement "Lease" together with all Riders, Schedules, Exhibits, and Guaranties.
- The Lease term shall be for 61 months (plus the amount of any extension set forth below) and shall commence on the date you execute the Delivery and Acceptance Certificate (the "Lease Commencement Date"). You, the Lessee agree to pay as rental for the use of the Equipment the Monthly Payment Amount specified above with 1 payments due on the Lease Commencement Date. Subsequent payments are due on the 15th of each month ("Payment Date"). If the Lease Commencement Date is not a Payment Date, the Lease Term shall be extended by the number of days between the Lease Commencement Date and the Payment Date which first occurs after the Lease Commencement Date, and your first monthly rental payment will be 1/30th of the Monthly Payment Amount multiplied by the number of days elapsed from the Lease Commencement Date to the day immediately preceding the Payment Date which first occurs after the Lease Commencement Date. The remaining 60 monthly payments shall be due on the Payment Date of each succeeding month for the remaining term of the Lease.
- Supply Contract, Delivery. If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you at your expense.
- Credit Information. You authorize us or our assignee to investigate all credit bureau reports, trade, bank, loan, lease and other references, statements or other information accompanying this Lease, and to make other inquiries that we deem necessary and to update our information without further notice so long as your obligations under this Lease are outstanding.
- Prior to Commencement. Payments are calculated using a Lease Rate Factor. The Lease Rate Factor is calculated, in part, using an interest rate based on the weekly Intech wholesale cost of funds. The Lease Rate Factor and Rental Payment are fixed for 60 days from 11/3/2009 and constitute the minimum Lease Rate Factor. You agree that after this 60 day period until the Lease Commencement Date, the Lease Rate Factor and Rental Payment will be adjusted to account for any increase in the aforementioned weekly Intech wholesale cost of funds. The Lease Rate Factor and Rental Payment amount will be fixed for the full term of the Lease on the Lease Commencement Date. In addition, you agree to sign any documentation deemed necessary by us to document any such adjustment to the Lease Rate Factor and Rental Payment. We shall have the exclusive option to terminate this Lease without cause or penalty on our part if within 60 days from 11/3/2009, the Equipment has not been delivered to you, or you have not accepted the Equipment. Exercising this option does not constitute our exclusive remedy in the event of any default by you. If for any reason the Lease fails to commence you may be required to pay us an additional amount as loss or damages for our reservation of funds.
- By signing this Lease (a) you, the Lessee, acknowledge that you have read and understand the terms and conditions on the front and back of this Lease; (b) you warrant that the person signing this Lease is a corporate officer, partner or proprietor having full authority to sign the Lease; (c) you agree that you cannot terminate or cancel the Lease except as provided in Section 11 herein, you have an unconditional obligation to make all payments due under this Lease, and you cannot withhold, set off or reduce such payments for any reason; (d) you acknowledge receipt of a copy of said Lease, and (e) you will use the Equipment only for business purposes.

**LESSOR** Intech Funding Corp

**LESSEE** Refrigeration Sales, Inc.

By: \_\_\_\_\_

*Russell V. Lyke, II*  
Authorized Signature

11/5/2009  
Date

Title: \_\_\_\_\_

Russell V. Lyke, II, President  
Name and Title

Accepted on: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Commencement Date

Print Name and Title



**Production Tool Supply**

CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

\*\*Reprint

PTS JACKSON 11  
3509 WAYLAND DRIVE  
JACKSON, MI 49202-1233  
PHONE: 800-992-0092

Date	11/04/09
Quote No.	9945135
Customer No.	708604/001
Expiration	12/04/09

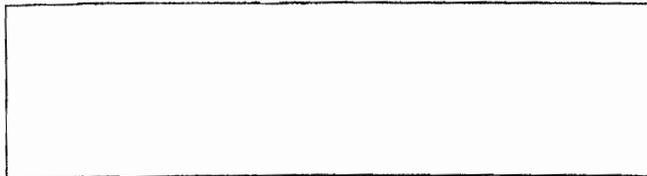
# QUOTATION

<b>SHIP TO</b>
REFRIGERATION SALES INC 943 MYRTLE ST JACKSON, MI 49202 3360

<b>CUSTOMER</b>
REFRIGERATION SALES INC P O BOX 928 JACKSON, MI 49204 0928

LINE	CATALOG NO./DESCRIPTION	QUANTITY	U/M	UNIT PRICE	DISCOUNT	EXTENDED AMT.
1	RL22NS SV200/66 TURNING CENTER WITH ALL STANDARD FEATURES INCLUDING #5 MT TAILSTOCK SN# BLEA8A0003 DEMO MACHINE # SV200661467 ***** ACCEPTANCE OF PRODUCT SHALL CONSTITUTE AGREEMENT TO HARDINGE TERMS OF SALE FOUND AT: WWW.HARDINGE.COM/TERMS *****	1	EA	44100.000		44100.00
3	RL22NS ARM TYPE PARTS CATCHER WITH CONVEYOR ***** ACCEPTANCE OF PRODUCT SHALL CONSTITUTE AGREEMENT TO HARDINGE TERMS OF SALE FOUND AT: WWW.HARDINGE.COM/TERMS *****	1	EA	3995.000		3995.00
5	RL22NS BARFEED INTERFACE ***** ACCEPTANCE OF PRODUCT SHALL	1	EA	995.000		995.00

<b>AMOUNT</b>
TAX %
FREIGHT/INSURANCE
<b>TOTAL AMOUNT</b>



\*\*\* Continued \*\*\*

QUOTATION VALID FOR 30 DAYS UNLESS OTHERWISE NOTED. ORDERS FOR SPECIAL TOOLS ARE NOT SUBJECT TO CANCELLATION. DEPOSITS MAY BE REQUIRED ON THESE ORDERS AT THE TIME OF PLACEMENT. THIS QUOTE MAY BE SUBJECT TO OUTBOUND FREIGHT (DELIVERY) CHARGES.

**TERMS OF SALE:** Orders are accepted on the basis of terms and conditions in effect at the time the order is received and approved by the "Seller" at "Seller's" Main Offices. Acceptance of any products delivered hereunder by "Seller", or any of its Affiliates or Assignees, shall constitute Buyer's agreement to said terms and conditions as set forth at www.ptstools.com (Terms of Sale). No conditions stated by Buyer in its offer or acceptance shall be binding on "Seller" if in conflict with, inconsistent with, or in addition to "Seller" terms and conditions. Availability of credit is conditioned upon a determination by "Seller" each time an order is received.

*Handwritten signature/initials*



**Production Tool Supply**  
 CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

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 3509 WAYLAND DRIVE  
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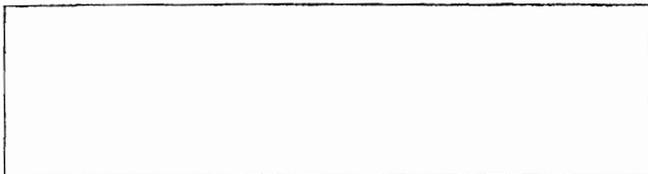
# QUOTATION

SHIP TO
REFRIGERATION SALES INC 943 MYRTLE ST JACKSON, MI 49202 3360

CUSTOMER
REFRIGERATION SALES INC P O BOX 928 JACKSON, MI 49204 0928

LINE	CATALOG NO./DESCRIPTION	QUANTITY	U/M	UNIT PRICE	DISCOUNT	EXTENDED AMT.
	CONSTITUTE AGREEMENT TO HARDINGE TERMS OF SALE FOUND AT: WWW.HARDINGE.COM/TERMS *****					
6	RL22NS CHIP CONVEYOR INTERFACE ***** ACCEPTANCE OF PRODUCT SHALL CONSTITUTE AGREEMENT TO HARDINGE TERMS OF SALE FOUND AT: WWW.HARDINGE.COM/TERMS *****	1	EA	340.000		340.00
7	RL22NS CHIP CONVEYOR STANDARD HINGE TYPE ***** ACCEPTANCE OF PRODUCT SHALL CONSTITUTE AGREEMENT TO HARDINGE TERMS OF SALE FOUND AT: WWW.HARDINGE.COM/TERMS *****	1	EA	4195.000		4195.00
8	RL21NS BARFEED INSTALLATION	1	EA	2400.000		2400.00
9	RL21NS S3 QUICKLOAD LNS BARFEED	1	EA	21350.000		21350.00

<b>AMOUNT</b>	
TAX	%
<b>FREIGHT/INSURANCE</b>	
<b>TOTAL AMOUNT</b>	



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**Production Tool Supply**  
CUTTING TOOLS - SHOP SUPPLIES - MACHINERY

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CUSTOMER
REFRIGERATION SALES INC P O BOX 928 JACKSON, MI 49204 0928

LINE	CATALOG NO./DESCRIPTION	QUANTITY	U/M	UNIT PRICE	DISCOUNT	EXTENDED AMT.
10	RL21NS 021-013-063 LNS V-Channel Extention	1	EA	545.000		545.00
11	HH54NS R231094 Draw Tube	1	EA	231.600		231.60

REPLY TO: HEATHER HARTLEY

AMOUNT	78151.60
TAX	%
FREIGHT/INSURANCE	
Inbound Freight	2500.00
TOTAL AMOUNT US Dollars	80651.60

NORTON	LEE
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TAX ABATEMENT AFFIDAVIT

STATE OF MICHIGAN )  
                                  ) SS:  
COUNTY OF JACKSON)

NOW COMES ANGELA ARNOLD, Deputy City Clerk of the City of Jackson, Michigan, and **REFRIGERATION SALES, INC.**, the applicant for an Industrial Facilities Exemption Certificate, and by way of affidavit says as follows:

1. That she is the Deputy City Clerk in and for the City of Jackson, Michigan.
2. That as part of her duties, she is in charge of the Industrial Facilities Tax process at its inception for both district creation and for the final local approval involved in the issuance of a certificate by the State Tax Commission.
3. That by virtue of the above, she receives any and all fees charged for processing the tax abatement requests.
4. That a fee of \$157.00 was charged to the applicant for personal property.

Dated: 12/29/09 Angela Arnold  
Angela Arnold

Subscribed and sworn to before me, this 29<sup>th</sup> day of December 2009.

Carmen A. Ryan  
Notary Public, Jackson County, Michigan

My Commission Expires: 9/12/2011

**REFRIGERATION SALES, INC.**  
Company Name

Dated: 1/4/10 By: [Signature]  
Applicant

Subscribed and sworn to before me, this 4<sup>th</sup> day of JANUARY ~~2009~~ 2010

[Signature]  
Notary Public, Jackson County, Michigan

My Commission Expires: 1-10-2014

## INDUSTRIAL FACILITIES TAX EXEMPTION AGREEMENT

AGREEMENT made this 7 day of June, 2010, by and between the CITY OF JACKSON, a Michigan municipal corporation, with office at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "City"); and REFRIGERATION SALES, INC., a Michigan corporation, with offices located at 910 MYRTLE STREET, City of Jackson, Jackson County, Michigan (hereinafter "Applicant").

**WHEREAS**, the City has received an application from Applicant for the issuance of an Act 198 Tax Exemption Certificate for its EQUIPMENT (describe project) (the "Project") that was established as an Industrial Development District (the "District") by the City of Jackson on JUNE 6, 1995; and

**WHEREAS**, Public Act 334 of 1993 requires a written agreement between the City and the Applicant before an Industrial Facilities Exemption Certificate can be approved by the Michigan Department of Treasury;

**NOW, THEREFORE**, in consideration of the approval of the Industrial Facilities Exemption Certificate, it is hereby agreed by and between the parties hereto as follows:

1. The Applicant, as a result of said improvements, shall use its best efforts to create not less than 2 new full time equivalent jobs and relocate and retain not less than 2 full time equivalent existing jobs from its current location within two years after the completion of its Project.

2. Applicant expects that the costs of the improvements proposed to be constructed on the basis of which the Industrial Facilities Exemption Certificate is issued, shall be within 10 percent (10%) of the estimated amount stated in the Applicant's application for the certificate.

3. The Applicant will not cease its operations within the District prior to the termination of the Industrial Facilities Exemption Certificate without a transfer of the certificate being approved by the City to a third party that continues adequate operations within the District or elsewhere in the City with the City's approval. Applicant will not become delinquent in payment of taxes owing under this certificate.

4. The parties agree that the City, in approving the tax abatement, has relied on the good faith of Applicant's estimates and expectations described in its application. The parties agree that exclusive jurisdiction to resolve any disputes in this Agreement shall be in Jackson County, Michigan. The City's exclusive remedy for a default shall be the right to request that the State Tax Commission either reduce the term of, or revoke, the abatement prospectively except that for a default in section 3, the Applicant shall repay the City all abated taxes which previously benefited the Applicant for disbursement proportionately to all taxing units having taxing jurisdiction over the improvements, plus all accrued interest, penalties and administration fees applicable to this exemption in the same amount as would be collected if this tax were considered delinquent and the City may, at its option, seek repayment of the taxes as allowed under section 21(2) of the tax abatement statute, MCLA 207.571(2).

The City shall not seek any remedy under this section 4 until after all of the following have occurred:

a. The City shall have given written notice to the Applicant declaring a default and specifying the manner in which the Applicant is in default. Before a default is declared, the City and the Applicant shall meet informally with appropriate representatives to discuss the claimed default and how it may be cured.

b. The Applicant has not cured that default within thirty (30) days after receiving the notice, except that if the Applicant is diligently pursuing a cure, this thirty (30) day period shall automatically be extended for an additional thirty (30) days, and further extensions of this time period may be made only upon mutual agreement of the parties.

The parties acknowledge that certain conditions beyond Applicant's control may prevent Applicant from being able to make the capital investment, create or retain jobs or comply with other conditions in this Agreement. Therefore, Applicant shall not be in default to the extent the Applicant clearly shows, to the satisfaction of the City, that the failure was caused by unfavorable economic or other business conditions, loss of business, or some other reason beyond the actual or foreseeable control of Applicant.

5. Any payments due under Paragraph 4 above may be collected by either court proceedings or by adding to the next taxes due against the Applicant's property on the next tax roll of the City.

6. It is understood that the City of Jackson encourages the Applicant to review job applications of city residents, prior to filling new jobs in its facilities. Applicant will use its best efforts to employ City residents.

7. The Applicant further agrees that it shall submit annual reports to the City and the City Assessor setting forth the progress in attaining and maintaining the requirements of this Agreement and the provisions of the application for the Industrial Facilities Exemption Certificate.

8. The Applicant further agrees that during the term of the certificate, the Applicant shall not discriminate against any person on the basis of race, creed, color, sex, religious orientation, age, or other criteria not reasonably related to any jobs created as part of the grant of this tax abatement.

9. The Applicant further agrees that if Applicant ceases its use of the Project, and another entity asks the City for a transfer of the abatement, the Applicant will cooperate with the City

regarding the transfer by advising the transferee or new owner of the terms and conditions of this Agreement and by assisting the City to obtain the signature of the authorized agent of the transferee or new owner on this Agreement or one substantively the same.

10. This Agreement contains all of the terms of the agreement between the parties with respect to its subject matter and may be amended only in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

Signed in the presence of:

\_\_\_\_\_

**CITY OF JACKSON**

By \_\_\_\_\_

Its: Mayor \_\_\_\_\_

**APPLICANT**

By [Signature] \_\_\_\_\_

Its: President \_\_\_\_\_

Rene Robert  
Rene Robert

## Angela Arnold

---

**From:** Dave Taylor  
**Sent:** Thursday, January 14, 2010 2:28 PM  
**To:** Angela Arnold  
**Subject:** Refrigeration sales IFT

Good Afternoon Angela

Based on my calculations, Refrigeration Sales is eligible for 12 years of exemption.

David Taylor  
City Assessor  
Jackson Michigan



MEMO TO: Honorable Mayor and City Councilmembers

FROM: Daniel P. Greer, 3<sup>rd</sup> Ward City Councilmember  
City Affairs Committee Chairman

DATE: January 21, 2010

SUBJECT: City Affairs Committee Committee Report and Recommendations

The City Affairs Committee met on Wednesday, January 20, 2010, with Councilmember Polaczyk, and myself in attendance along with various City staff. Councilmember Breeding was absent with excuse.

It is the Committee's recommendation to approve the below-mentioned items:

- A proposed ordinance amending City Code, Chapter 25, adding Section 25-31, addressing impounding/immobilizing vehicles for unanswered parking tickets.
- Direct City staff to revise the Citizen Participation Plan to include the restructuring of the Citizens Advisory Council, approve Alternative #2 - Membership by Community Leaders, and rename the group. (See attachment)

Your consideration and concurrence with the above recommendations would be appreciated.

DPG:JG:skh

Attachments



## Community Development

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4060 — Facsimile: (517) 780-4781

January 15, 2010

**TO:** Daniel P. Greer, City Affairs Chairman  
Christopher Lewis, Interim City Manager

**FROM:** Carol L. Konieczki, Community Development Director

**RE:** Review of Citizens Advisory Council Effectiveness and Potential Options

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On December 15, 2009, City Council considered a request to possibly restructure the Citizens Advisory Council (CAC). Their decision was to direct City Affairs to review this matter with a resultant recommendation to City Council for action.

As background information, HUD regulations at 24 CFR 91.105 require the City adopt a Citizen Participation Plan and provides guidance on various components which must be addressed in that Plan. The current Citizen Participation Plan was adopted in 1995 and, with the exception of very minor revisions, has not been reviewed and scrutinized for its effectiveness since. Community Development staff is currently preparing the City's 5-Year Consolidated Plan for 2010–2014, which will prioritize housing and community development needs and act as a resource guide for CDBG and HOME fund allocations from program year 2010-2011 through 2014-2015 (program years are generally referred to by the beginning of the fiscal cycle, hence 2010–2014). In addition to identifying priority needs in the community, staff also reviews other aspects of the CDBG and HOME programs for effectiveness and possible improvement.

Staff has reviewed CAC meeting attendance rates since 2002, when member participation at meetings was consistently running at about 79% per year. Since 2007, when a majority of current CAC members were appointed, meeting attendance has dropped off to 50%. In the past year, individual member attendance has been 0% to 80% (the person with 80% attendance had to resign due to a move outside the City), with the average attendance being 43%. CAC meetings are conducted in the evening and require City staff attendance, resulting in overtime for that staff member. On two occasions in the past year, meetings were called to make recommendations to City Council on stimulus fund allocations and to review and comment on the Consolidated Annual Performance and Evaluation Report (CAPER) where only one member and two members attended, respectively. A quorum of four members must be in attendance in order to take action.

Staff has polled several other Michigan entitlement communities of similar size and grant allocation for their citizen participation structure and would like to present alternatives to the City's current configuration:

**Alternative 1 – Membership by Citizens**

While on its face, this is basically the current structure of the CAC. The Bylaws of the CAC (last revised in 2002) call for membership to consist of no less than nine (9) members, of which not less than 51% shall be people of low- and moderate-income. In addition to City residency requirements, the Bylaws also encourage participation by residents in CDBG-eligible block groups, protected classes such as Black/African-American, disabled, and elderly persons, and also from the business community and civic or social organizations.

A review of the most recent makeup of the CAC indicates the following:

Ward	# of Members	Ward	# of Members
1	3	2	5
3	1 (never attended)	4	0
5	2 (1 never attended)	6	3

Ward 2’s members all live within the same block and two members each in Ward 1 and Ward 6 also live within a block of each other. Four members are related (mother/son; mother/daughter). Wards 3 and 4 had no representation and Ward 5 was left virtually unrepresented. Should Council decide it would like to leave the basic structure of the CAC as volunteer City resident members, it is suggested each Ward be represented by two of its residents to avoid a disproportionate voice of one area over another. Representatives from Wards 1, 3 and 5 would automatically qualify as those Wards are entirely comprised of CDBG-eligible block groups; representatives from Wards 2, 4 and 6 would have to qualify based on income if representation is less than 51% low/mod income.

**Alternative #2 – Membership by Community Leaders**

City Council may wish to also consider a more formal board of community leaders that could actually conduct the public hearings required by HUD. This board could be comprised of representatives from the Jackson Housing Commission (the City’s Public Housing Authority), disAbility Connections, Jackson Community Foundation, Weatherwax Foundation, Non-Profit Network, service groups such as Rotary Club, Kiwanis Club, Lions Club, non-voting City staff, and representatives from various City Boards, such as the Planning Commission, Zoning, and Building Boards, and any other organization selected by Council. These potential members do not receive CDBG grant funding and have a very good pulse on the community’s needs. To keep citizens involved, a representative from each of the three CDBG-eligible areas (Wards 1, 3 and 5) could be solicited. The focus of this board should revolve around public service requests and the name of the board should change to reflect the membership structure.

**Alternative #3 – No Advisory Council**

HUD does not require an entitlement community to formulate an advisory board of any kind for citizen participation. Regulations merely require the City “provide citizens with a reasonable opportunity to comment on” the Consolidated Plan, annual Action Plan, CAPER, and substantial changes to the Citizen Participation Plan and Consolidated Plan. The City must conduct a minimum of two (2) public hearings during the funding cycle, one before the Consolidated Plan is published for comment and one for the CAPER. Additional public hearings must be conducted to receive comment on substantial changes described above. In order to encourage citizens to comment during public hearings, the City could consider posting informational flyers in area churches, public housing facilities, non-profit organizations catering to low- and moderate-income City residents, and also prepare press releases for the local paper, television stations, and radio stations.

### **New Focus for Advisory Council**

Should an alternate advisory council be the recommendation from City Affairs, staff also recommends refocusing the intent and purpose of that advisory council. Historically, the CAC would review funding applications, hold meetings for agencies applying for funds to make oral presentations, make funding recommendations to City Council, and review and comment on the CAPER and make recommendations to City Council to approve and submit the CAPER to HUD. Because City Council often had its own goals and priorities in serving the community, oftentimes funding recommendations from CAC were not followed, causing CAC members to feel their voices were not heard.

Public service allocations in CDBG are the most competitive and potentially most contentious aspect of funding allocations. This is partially due to the extensive needs in the community, but also because of the public service cap. While the City *is not required* to allocate any funding for public services, it *is limited* to a total obligation of only 15% of its annual entitlement amount plus prior year program income, which means Council also has to take into consideration unspent public service dollars from the previous fiscal year so no more than 15% of its entitlement grant and program income is drawn down during the working program year. Great care should be taken to not allocate public service dollars to duplicative services and to fund those projects that would provide the most impact on the community. For this reason, Alternative #2 – Membership by Community Leaders is the preferred choice by Community Development staff to ensure broad public input.

It is further recommended an advisory council provide the following functions:

- Hold a public hearing for applying agencies to address the advisory council to give oral presentations of their applications and emphasize the needs and reasons they should receive funding (this would also be the opportunity for City residents and other interested persons to express their views of housing and community development needs in the City).
- Weigh each application/presentation based on current needs in the community to fully fund, partially fund, or not to fund at all, and provide rationale for their conclusions to City Council before preliminary allocations are made.
- Review and comment on the CAPER, suggest modifications (if necessary) before recommending City Council approve for submission to HUD.

With the advisory council solely taking on the role of conducting a public hearing to allow public service applicants an opportunity to express their needs, this would free up a considerable amount of time during the second City Council meeting in January.

Please place this item on the January 20, 2010 City Affairs agenda for consideration.

cc: Heather L. Soat, Financial Analyst  
Michelle L. Pultz, CD Project Coordinator

S:\Michelle Pultz\CDBG\FY 10-11\Agenda Items\City Affairs - CAC Restructuring.doc



MEMO TO: Honorable Mayor and City Councilmembers

FROM: Daniel P. Greer, 3<sup>rd</sup> Ward City Councilmember  
City Affairs Committee Chairman

DATE: December 7, 2009

SUBJECT: Recommendations From the City Affairs Committee

The City Affairs Committee met on Friday, December 4, 2009, with Councilmember Polaczyk, Councilmember Breeding, and myself in attendance along with various City staff. The Committee considered the following recommendations for property located at 230 W. Cortland Street:

- creating an Obsolete Property Rehabilitation District (OPRD#7),
- approval of an application for an Obsolete Property Rehabilitation Act (OPRA) Tax Exemption Certificate for a 12-year term; and
- approval of a Personal Property Tax Exemption Certificate (PA328) - MiraMed Revenue Group, 230 W. Cortland Street for a 12-year term.

The Committee unanimously recommends approval of the above-mentioned items.

Your consideration and concurrence with the above recommendations would be appreciated.

DPG:JG:skh

DRAFT  
CITY AFFAIRS COMMITTEE  
**UNAPPROVED** MINUTES  
January 20, 2010  
14<sup>th</sup> Floor Conference Room  
6:35 p.m.

**Members Present:** Chairman Daniel Greer, and Councilmember John Polaczyk.

**Members Absent:** Councilmember Carl Breeding (absent with excuse).

**Staff Present:** City Assessor David Taylor, City Attorney Julius Giglio, City Clerk Lynn Fessel, Interim City Manager Chris Lewis, Community Development Director Carol Konieczki, Finance Director Phil Hones, Deputy City Attorney Susan Murphy, Heather Soat, Michelle Pultz, and Bob Dietz.

1. CALL TO ORDER: The City Affairs Committee meeting was called to order at 6:35 p.m. by Chair Daniel Greer.

2. APPROVAL OF THE JANUARY 20, 2010, MEETING AGENDA: City Clerk Lynn Fessel requested that item #8 be removed from the agenda, and an addition be made of Refrigeration Sales, Inc., application for an Industrial Facilities Exemption Certificate. Moved by Committee Member Polaczyk and supported by Committee Member Greer to approve the January 20, 2010, meeting agenda as amended. Motion carried.

3. SELECTION OF THE CHAIRMAN AND VICE CHAIRMAN: Committee Member Polaczyk suggested that this item be tabled until a full committee is in attendance.

4. PUBLIC COMMENT: No comment.

5. APPROVAL OF THE DECEMBER 4, 2009, MEETING MINUTES: Moved by Committee Member Polaczyk, and supported by Committee Member Greer to approve the December 4, 2009, meeting minutes as written. Motion carried.

6. DISCUSSION OF IMPOUNDING/IMMOBILIZING VEHICLES FOR UNANSWERED PARKING TICKETS: City Attorney Julius Giglio advised the committee that this item was referred to the City Affairs Committee by the City Council at the November 10, 2009, meeting. Deputy City Attorney Susan Murphy reviewed the history and past work by staff on the proposed ordinance. Currently the City does not have booting capabilities. Bob Dietz reported that a booting system costs around \$550.00 to \$600.00, and he anticipates that the City will only need to purchase one system. Offenders with unanswered parking tickets will be notified of the new ordinance and booting procedures. Bob Dietz stated that a video tape will be made of the booting process for each time a vehicle has been booted. Flyers can be made to inform the offender that their vehicle has been immobilized and how to rectify the situation. There is no intent to involve the Police Department.

A motion was made by Committee Member Polaczyk to accept the proposed ordinance, and send it to Council for approval. Committee Member Greer supported the motion. The motion carried.

Committee Member Polaczyk stated that he felt that there should be a newspaper story on the City's intent to immobilize/impound vehicles for unanswered tickets, and he further agreed that the flyers were a good idea.

7. DISCUSSION OF THE CITIZEN PARTICIPATION PLAN FOR CDBG: Carol Konieczki, Community Development Director, introduced Michelle Pultz, staff for the Citizens Advisory Council. Michelle Pultz reviewed the history of the Citizens Advisory Council, and member attendance. Discussion followed.

A motion was made by Committee Member Polaczyk to revise the Citizen Participation Plan to include this restructuring and recommend Alternative #2 - Membership by Community Leaders to City Council, and to rename the group to Community Development Advisory Commission. Committee Member Greer supported the motion. The motion carried.

8. DISCUSS REVISION OF FEES FOR TAX ABATEMENT APPLICATIONS: Item was removed.

9. ORDINANCE FOR SPECIAL ASSESSMENT ROLL INTEREST: Discussion between staff and the committee members took place regarding the recently adopted Council policy on interest for special assessment rolls. The committee reviewed the existing ordinance for special assessment interest. It was decided staff would work on a proposed amendment to the policy for presentation at a future committee meeting.

10. DISCUSS AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE BY REFRIGERATION SALES, INC.: After a brief discussion with staff, the committee asked staff include in the process and the consent calendar language the following: when a public hearing is established for an Industrial Facilities Exemption Certificate, the item be referred to the City Affairs Committee for their review and recommendation prior to the public hearing.

11. OTHER BUSINESS: Interim City Manager Christopher Lewis brought before the Committee the amendment of permitting fees from Community Development, and special events fee policy. The committee asked Mr. Lewis to bring this before the Council at the January 26<sup>th</sup> meeting under City Manager Comments to be referred to the City Affairs Committee for their review and consideration.

A motion was made by Committee Member Polaczyk to adjourn the City Affairs Committee meeting. Committee Member Greer supported the motion. The motion carried.

The meeting adjourned at 7:35 p.m.

Respectfully submitted,

Daniel P. Greer  
Chairman

**JACKSON CITY COUNCIL**  
**RULES & PERSONNEL COMMITTEE**  
**Councilmember Frounfelker, Chair**  
**Councilmembers Breeding and Greer**

January 20, 2010

MEMO TO:           Honorable Mayor and City Councilmembers

FROM:               Councilmember Andrew Frounfelker, Chair

SUBJECT:            Recommendations to Council from the January 19, 2010, Rules & Personnel Committee Meeting

On January 19, 2010, the Rules & Personnel Committee met to consider matters related to (1) the City Manager search, (2) the separation of the former Director of Public Services and (3) reorganizing the Rules and Personnel Committee to become the Personnel and Finance Committee. Their actions were as follows:

- (1) Recommend to the City Council that they follow Education Associates recommendation No. 1, which is to conduct a second interview with Robert Hillard and then decide on the next steps to be taken. Motion carried 2-1.*
- (2) Recommend to the City Council that they proceed with the Separation Agreement presented to the Council at their January 12, 2010, meeting. Motion carried 2-1.*
- (3) Recommend to the City Council that they establish a Finance Committee with not more than 3 Councilmembers. Motion carried 3-0.*

I am placing these recommendations on the January 26 agenda for the Council's consideration.

**Julius A. Giglio**  
*City Attorney*

**Susan G. Murphy**  
*Deputy City Attorney*  
**Gilbert W. Carlson**  
*Assistant City Attorney*

**OFFICE OF THE**



**161 West Michigan Avenue**  
**Jackson, MI 49201**  
**(517) 788-4050; (517) 788-4023**  
**Fax: (517) 788-4059**

**CITY ATTORNEY**

**MEMORANDUM**  
January 5, 2010

**TO:** Honorable Mayor and City Council

**FROM:** Julius A. Giglio, City Attorney

**RE:** Glenn Chinavare Separation Agreement

Attached please find correspondence received from Sue Ellen Eisenberg, attorney for Glenn Chinavare. Mr. Chinavare has agreed to the terms and conditions contained in the proposed Separation Agreement and Release of Claims (Separation Agreement). Under the terms of the Separation Agreement, the City will pay \$25,000.00 as full and complete compensation to Mr. Chinavare. In return, Mr. Chinavare will release all claims against the City. The \$25,000.00 is approximately equivalent to three months' salary. It is my understanding that three months' salary severance pay was discussed with Mr. Chinavare at the time of his termination.

It is my recommendation we agree to the Separation Agreement. I have discussed this matter with the City's insurance carrier and have been informed this matter is covered by our insurance policy, and that we will be reimbursed by our carrier for the money paid to Mr. Chinavare minus our policy deductible of \$5,000.00. The requisite action is to approve the Separation Agreement, authorize the Mayor and City Manager to execute same, and authorize the City Attorney to take all other action necessary to effectuate the terms of the Separation Agreement.

If Council has any questions, please contact me.

JG/cr

cc: Christopher Lewis, Interim City Manager, w/enc.

**SEPARATION AGREEMENT AND RELEASE OF CLAIMS  
GLENN CHINAVARE  
AND THE CITY OF JACKSON**

This SEPARATION AGREEMENT AND RELEASE OF CLAIMS ("*Agreement*") is made and entered into on the 28<sup>th</sup> day of December, 2009, by and between the City of Jackson, a Michigan municipal corporation, with offices at 161 West Michigan Avenue, Jackson, Michigan 49201 ("*City*"), and Mr. Glenn Chinavare, City of Jackson Employee #7117, whose address is 2009 Glen Drive, Jackson, Michigan 49203 ("*Mr. Chinavare*").

**STATEMENT OF PURPOSE**

Mr. Chinavare's employment with the City was terminated on August 11, 2009. The City had offered Mr. Chinavare an opportunity to resign his employment with City in lieu of termination. However, such offer was rejected by Mr. Chinavare. As a result, the City is now offering to provide compensation to Mr. Chinavare not otherwise owed to him and in exchange for the obligations, covenants and promises of Mr. Chinavare as described below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the City and Mr. Chinavare hereby agree as follows:

1. Date of Termination. Mr. Chinavare's employment with the City ended as of August 11, 2009.

2. Termination Payment. Subject to Mr. Chinavare's full compliance with the terms of this Agreement, including the conditions set forth below, Mr. Chinavare shall be paid Twenty Five Thousand Dollars (\$25,000.00). Compensation will be paid to Mr. Chinavare under this Agreement if same is approved by the Jackson City Council and after expiration of the requisite time limits established in section 11 of this Agreement. City shall issue a Form 1099 MISC to Mr. Chinavare. Mr. Chinavare will be responsible for any federal, state, and city taxes.

3. Retirement. Mr. Chinavare was employed by the City for approximately 10.5 years. Therefore, he is eligible for a deferred pension under the City's Employee Retirement System (ERS), when/if he satisfies all requirements and/or conditions of the ERS.

4. No Retiree Health Care. From and after August 11, 2009, except as otherwise provided in this Agreement, Mr. Chinavare shall not have the right to participate in or receive any benefits under any employee benefit plan of the City, any fringe benefit plan of the City, or any other plan, policy or arrangement of the City providing benefits to employees of the City generally or individually. Provided, however, that Mr. Chinavare shall be entitled, if otherwise eligible, to exercise his right to continued coverage under the City medical benefit plan as provided under COBRA.

5. Vacation Leave. Mr. Chinavare shall be paid for his accrued, unused vacation leave according to the City's Personnel Policy.

6. Return of Company Property. Mr. Chinavare agrees to return immediately to the City all equipment, tools or any other materials or property (including keys) relating to his employment or obtained in the course of such employment.

7. Admissions. Mr. Chinavare acknowledges that the payment by the City of the benefits described herein is made in good faith and shall never for any purpose be considered an

admission of liability on the part of the City, by whom liability is expressly denied, and no past or present wrongdoing on the part of the City shall be implied by such payment.

**8. Release.** As consideration for the payments to be made by the City to Mr. Chinavare pursuant to paragraph 2 hereof, Mr. Chinavare agrees for himself and for his heirs, successors, executors, administrators and assigns, to release and forever discharge the City together with its City Manager, Mayor, City Council Members, respective agents, employees, managers and attorneys (hereinafter collectively the "Releasees") from and to waive any and all rights with respect to all manner of claims, actions, causes of action, suits, judgments, rights, demands, debts, damages, including attorney fees, or accountings of whatever nature, legal, equitable or administrative, whether the same are now known, unknown, foreseen, or unforeseen, which Mr. Chinavare ever had, now has or may claim to have, upon or by reason of the occurrence of any matter, cause, or thing whatsoever up to the date of this Agreement, including without limitation: any claim whatsoever (whether under federal or state statutory or common law) arising from or relating to Mr. Chinavare's employment or changes in his employment relationship with the City, including Mr. Chinavare's separation, termination or resignation therefrom, all claims and rights for additional compensation or benefits of whatever nature; any claim for breach of contract, implied or express, impairment of economic opportunity, intentional or negligent infliction of emotional distress, wage or benefit claim, prima facie tort, defamation, libel, slander, negligent termination, wrongful discharge, or any other tort, whether intentional or negligent; and all claims and rights under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866, 1871, or 1991, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the Americans With Disabilities Act of 1993, the Family and Medical Leave Act, all as amended, or any other federal, state, county or municipal statute or ordinance relating to any condition of employment or employment discrimination.

**9. Governing Law and Forum Selection.** Mr. Chinavare agrees that any claim against the Releasees arising out of or relating in any way to this Agreement or to Mr. Chinavare's employment with the City shall be brought exclusively in the Circuit Court of Jackson County. Mr. Chinavare hereby irrevocably consents to the personal and subject matter jurisdiction of the said court for the purpose of adjudicating any claims subject to this forum selection clause.

**10. Acknowledgment of Waiver.** Mr. Chinavare acknowledges that his rights have been thoroughly explained to him and that he knowingly and voluntarily waives those rights. Further, Mr. Chinavare acknowledges that his waiver of rights and claims under this Agreement includes a waiver of rights and claims under the Federal Age Discrimination in Employment Act of 1967, as amended, and that such waiver and the waiver and release of all other rights and claims contemplated by the release set forth in paragraph 8 above are made knowingly and voluntarily. Mr. Chinavare acknowledges he has been given a period of at least twenty-one (21) days to consider the provisions of the release stated above, and to consult with his attorney, accountant, tax advisor, or other persons prior to making a decision to sign this document. Mr. Chinavare further acknowledges that the City has not pressured or coerced him to execute this Agreement prior to the expiration of 21 days from the date it was furnished to him and that any decision to execute this Agreement prior to such time is done freely and voluntarily. Mr. Chinavare certifies that the City has advised him in writing to consult an attorney regarding the legal consequences of the execution of this Agreement.

**11. City's Obligation Ends.** The obligations of the City set forth in paragraph 2 hereof are conditional upon Mr. Chinavare's execution of this Agreement no later than twenty-one (21) days following the date on which such Agreement is submitted to the him, as well as Mr. Chinavare's failure to revoke the same following the expiration of seven (7) days following such

execution. In the event that Mr. Chinavare fails to execute such Agreement within such 21-day period or revokes the execution thereof, the City's obligations under paragraph 2 shall be null and void.

**12. Waiver of Right or Claim to Reinstatement.** Mr. Chinavare waives any right or claim he may have to reinstatement as an employee of the City at any time and agrees never to file or submit an application for employment with the City.

**13. Entire Agreement.** This Agreement contains the entire agreement between the City and Mr. Chinavare and supersedes all prior agreements relating to the subject matter hereof, and may be changed only by a writing signed by the parties hereto. Any and all prior representations, statements and discussions regarding the subject matter of this Agreement have been merged into and/or replaced by the terms of this Agreement. The terms of this Agreement are contractual and not a mere recital.

**14. Ratification and Return of Consideration.** Any attempt by Mr. Chinavare to challenge this Agreement or attempt to declare any provision herein void or voidable, must be preceded by a return of any and all consideration received hereunder, including all payments made to him pursuant to paragraph 2 herein. In particular, should Mr. Chinavare fail to return any part of such consideration within forty-five days hereof, Mr. Chinavare shall be deemed to have accepted the full benefits of this Agreement and shall be bound by all provisions herein. Provided, however, that nothing in this paragraph shall be deemed to preclude Mr. Chinavare's ratification of this Agreement in any other way allowed or permitted by law.

**15. Severability.** If any of the provisions set forth in this Agreement be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**16. Voluntary Agreement.** Mr. Chinavare hereby represents that he has carefully read and completely understands the provisions of this Agreement, including the knowing and voluntary waiver of his rights to any grievance process including Arbitration allowed him under the City's laws, ordinances, regulations and Personnel Policy, and that he has entered into this Agreement voluntarily and without any coercion whatsoever, and in order to receive benefits not otherwise owed to him by the City.

The parties hereto have duly executed this Agreement, or caused this Agreement to be duly executed by their authorized representatives as of December 28<sup>th</sup>, 2009.

FOR THE CITY OF JACKSON

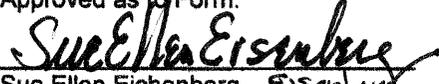
By: \_\_\_\_\_  
CHRISTOPHER W. LEWIS  
Acting City Manager

By: \_\_\_\_\_  
Karen F. Dunigan  
Mayor

EMPLOYEE:

  
\_\_\_\_\_  
GLENN CHINAVARE

Approved as to Form:

  
\_\_\_\_\_  
Sue Ellen Eisenberg  
Attorney for Glenn Chinavare



## Office of the Mayor

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4028 — Facsimile: (517) 768-5820

MEMO TO: City Councilmembers  
FROM: Karen F. Dunigan, Mayor  
DATE: January 20, 2010  
SUBJECT: Region 2 Planning Commission

In accordance with revised by-laws adopted by the Planning Commission in the fall of 1999, the Mayor appoints, subject to City Council confirmation four City residents to three year terms. In addition, the City Council recommends five City residents to the Board of Jackson County Commissioners for consideration. All members serve three-year terms.

It is my desire, therefore, to recommend the appointment of Jeanne Kubish to the Region 2 Planning Commission, filling a current vacancy, beginning immediately, and ending December 31, 2012.

KFD:skh

# CITY OF JACKSON



Office of Mayor  
Jerry F. Ludwig

MICHIGAN

161 W. Michigan Avenue  
Jackson, MI 49201  
Phone: (517) 788-4028  
Fax: (517) 768-5820

## City of Jackson Board/Commission Application

Name: Joanne L. Kubish  
Address: 806 W Nick Ave #306E Zip: 49202  
Home Phone: 517/787-4193 Other Phone: \_\_\_\_\_  
Occupation: Retired

### Community Involvement/Activity

City Planning Comm Allegiance Health  
Community Partner

Are you a registered voter? yes Ward? 4-3

### Which Board or Commission(s) are you interested in?

- Zoning Brd of Appeals Region 2 Planning Comm
- \_\_\_\_\_
- \_\_\_\_\_

List additional information you feel may be pertinent to board or commission

Life long resident always active in  
community affairs.

Feel free to attach any information. (Resume, press clippings)

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Joanne L. Kubish  
Signature of Applicant

10/19/2009  
Date



MEMO TO: City Councilmembers  
FROM: Karen F. Dunigan, Mayor  
DATE: January 20, 2010  
SUBJECT: Ella W. Sharp Park Board of Trustees

In accordance with City Code, Chapter 19, Ordinance No. 98-7, five (5) members, one (1) of whom is a member of the City Council selected by the City Council and four (4) citizen members appointed by the Mayor and confirmed by City Council. Three-year terms, may be reappointed. Citizen members shall not serve more than three (3) consecutive three-year terms after effective date of the Ordinance without at least a one-year gap in service. Terms shall be staggered with existing board members holding office for remainder of current term and with new appointments made so no more than two members' terms expire in any year.

It is my desire, therefore, to appoint Victor Cuiss to the Ella W. Sharp Park Board of Trustees for a three-year term, beginning February 1, 2010, and ending January 31, 2013.

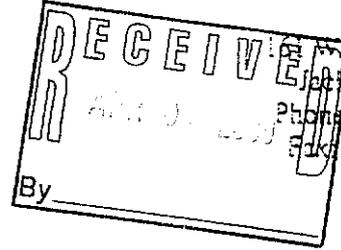
KFD:skh

# CITY OF JACKSON



Office of Mayor  
Jerry F. Ludwig

MICHIGAN



Michigan Avenue  
Jackson, MI 49201  
Phone: (517) 738-4038  
Fax: (517) 768-5820

## City of Jackson Board/Commission Application

Name: VICTOR CUISS

Address: 911 BRIARCLIFF Zip: 49203

Home Phone: 783-4543 Other Phone: \_\_\_\_\_

Occupation: OWNER JACKSON P/H SUPPLY CO.

### Community Involvement/Activity

DDA - JACKSON

Are you a registered voter? yes Ward? 6th

Which Board or Commission(s) are you interested in?

- SHARP PARK Board of Trustees
- \_\_\_\_\_
- \_\_\_\_\_

List additional information you feel may be pertinent to board or commission

\_\_\_\_\_  
\_\_\_\_\_

Feel free to attach any information. (Resume, press clippings)

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Victor Cuiss  
Signature of Applicant

4-9-09  
Date



## Office of the Mayor

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4028 — Facsimile: (517) 768-5820

MEMO TO: City Councilmembers  
FROM: Karen F. Dunigan, Mayor  
DATE: January 20, 2010  
SUBJECT: Income Tax Board of Review

In accordance with Section 91 of Ordinance 69-14 and the resolution of February 10, 1970, adopted by the City Council, three members are appointed by the City Council for three-year terms. All members must be City residents.

It is my desire, therefore, to reappoint Frederick L. Davies, Joseph Whelan, and Arlene Robinson to the Income Tax Board of Review for a three-year term each, beginning February 1, 2010, and ending January 31, 2013.

KFD:skh

# CITY OF JACKSON



MICHIGAN

Office of Mayor  
Karen F. Dunigan

161 W. Michigan Avenue  
Jackson, MI 49201  
Phone: (517) 788-4028  
Fax: (517) 768-5820

## City of Jackson Board/Commission Application

Name: Frederick Davies  
Address: 319 S. Bowen Zip: 49203  
Home Phone: 517 789 6970 Other Phone: 517 740 0531  
Occupation: Retired Banker E-mail Address: fdavies@comcast.net

### Community Involvement/Activity

Board - Jackson County Found      Vice Chair - Mt. Shakespeare Festival  
Chair Endowment Committee - CHS      Trustee - Camp Foundation

Are you a registered voter? Yes Ward? 2nd *Local Officers Comp Comm*

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_

List additional information you feel may be pertinent to board or commission.

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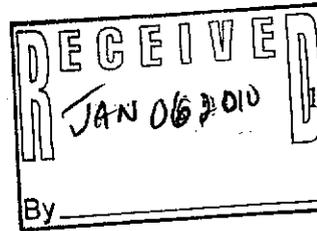
Feel free to attach any information. (Resume, press clippings)  
APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

*Frederick Davies*      12/20/09  
Signature of Applicant      Date

# CITY OF JACKSON



MICHIGAN



161 W. Michigan Avenue  
Jackson, MI 49201  
Phone: (517) 788-4028  
Fax: (517) 768-5820

Office of Mayor  
Karen F. Dunigan

## City of Jackson Board/Commission Application

Name: ALLENE ROBINSON

Address: 159 RANDOLPH ST. JACKSON Zip: 49203

Home Phone: 517-784-6415 Other Phone: 517 960 5866

Occupation: SUPERVISOR SCLU E-mail Address: MSARLENE05@SBCGLOBAL.NET

### Community Involvement/Activity

PRESIDENT,  
JACKSON CO. BR. NAACP

ELNORA V. MOORMAN HELP CENTER

TREASURER  
NEGRO BUSINESS + PROFESSIONAL  
WOMEN'S CLUB,

Are you a registered voter? YES Ward? 1st

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_

List additional information you feel may be pertinent to board or commission.

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Feel free to attach any information. (Resume, press clippings)  
APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Alene Robinson  
Signature of Applicant

1/4/10  
Date

# ARLENE ROBINSON

159 Randolph Street  
Jackson, Michigan 49203

517-784-6415  
msarlene05@sbcglobal.net

## SUMMARY

Dedicated Management Professional with 33 years experience in retail banking ranging from Retail Sales Representative to Banking Center Management. Key strengths in the administration and daily operation of a full service banking center, including operations, lending, product sales, customer service, and security. Well developed in new deposit and loan business providing a superior level of customer service and promoting the sales and service culture. Disciplined and thorough in all activities.

## CAREER HISTORY

COMERICA BANK, Jackson, MI

1975 – 2009

### Assistant Banking Center Manager ( Non-Lead )

2008 – 2009

Assisted Lead Assistant Manager in the supervision of six professional and clerical employees in work behaviors and performance standards; coaching and counseling to encourage exceptional work performance. Met aggressive sales goal in deposits, lending, cross-sells, and WIM referrals. Managed multiple priorities while working as a liaison between customers and employees.

- Maintained high level of customer service; proactively contacted customers and assisted with questions, concerns and updates.
- Opened and maintained retail and business deposit accounts for new and existing customers.
- Accepted loan applications for retail and business customers, having knowledge of Truth in Lending procedures from application to closing.
- Met an aggressive sales goal of \$1.3 million in new deposits, 45 new checking accounts and 223 cross-sells.
- Proficient computer skills.

### Assistant Banking Center Manager ( Lead )

2005 – 2008

Supervised seven professional and clerical employees; evaluated work of subordinates by comparing work quality and performance standards; coached and counseled employees to encourage exceptional work performance. Implemented procedures, practices and work methods to ensure banking center effectiveness and efficiency. Provided central authority, disseminated information, determined assignment and responsibilities of supervised staff. Met aggressive sales goal in deposits, lending, cross-sells, small business loans and WIN referrals.

- Maintained employee productivity and commitment to quality service by encouraging involvement in sales activity and implementing policies and procedures.
- Opened and maintained retail and business deposit accounts for new and existing customers.
- Accepted loan applications for retail and business customers, having knowledge of Truth in Lending procedures from application to closing.
- Received Special Recognition for a large trust referral resulting in a 1.2 million investment.
- Achieved 252% of annual commercial lending goal resulting in \$505,000.00 in new business loans.
- Achieved 200% of annual mortgage loan goal.

### Banking Center Manager

1998 – 2005

Managed the administration and efficient daily operations of a full service banking center, including operations, lending, product sales, customer service and branch security and safety. Developed new deposit and loan business and provided a superior level of customer relationships and promoting sales and supporting the sales culture. Provided leadership, training and supervision to five employees, delegating day to day operations to all branch staff. Managed banking center goals through active participation in sale management and bank officer calling program. Participated in community affairs to increase the Bank's visibility and to enhance new and existing business opportunities. Performed duties or other management assignments as directed by the Regional Manager.

**COMERICA BANK****Banking Center Manager, continued**

- Managed five professional and clerical employees. Evaluated staff performance by conducting annual review of sales, operations, human resources and development plan.
- Received Special Recognition as Branch of the Year, meeting all sales goals and requirements.
- Achieved an outstanding rating in retail sales and home equity loans.
- Received an outstanding rating for sales and retail and business deposit accounts.
- Was highly rated in community affairs annually.

**Banking Center Manager**

1988 – 1998

Developed and implemented procedures, practices and work methods to ensure banking center effectiveness and efficiency. Coordinated work performance in support of banking center by providing central authority, disseminating policy and procedures, and determining assignments and supervising five staff members. Administered the daily operation of a full service banking center, including operation, lending, product sales, customer service and security and safety of the banking center.

- Promoted to Banking Center Manager to developed improved banking center operations and increased customer satisfaction above historical levels.
- Made a concentrated effort on Bank's deposit product and loans and quality customer service.
- Initiated cross training programs within the entire team to increase customer satisfaction.
- Outreached into the community to increase Bank's visibility.
- Met deposit and loan goals.
- Exceeded loan goal by 57%.
- Achieved 600% of commercial investment.
- Received the Regional Manager's sales incentive award for sales improvement.

**Various Titles**

1975 – 1988

Held various positions including Assistant Manager, Management Trainee, Senior Customer Service Representative, Technical Assistant and Head Teller.

**EDUCATION**

Various business management and computer classes, Jackson Community College, Jackson, MI  
**Diploma**, Jackson Public Schools, Jackson, MI

**CERTIFICATIONS**

Comerica's Management Trainee Program  
Greater Jackson Chamber of Commerce Community Leadership Academy  
Lotus Notes Training  
TRIO Rewards Training  
Notary Public

**PROFESSIONAL ASSOCIATIONS**

President, National Association for the Advancement of Colored People, 20 years  
Treasurer, Negro Business and Professional Women's Club, 20 years

**COMMUNITY SERVICE AWARDS**

Business Woman of the Year  
Susan B. Anthony Award  
Sadie and ExRhodes Barham Award

# CITY OF JACKSON



Office of Mayor  
Karen F. Dunigan

161 W. Michigan Avenue  
Jackson, MI 49201  
Phone: (517) 788-4028  
Fax: (517) 768-5820

MICHIGAN BY: \_\_\_\_\_

## City of Jackson Board/Commission Application

Name: JOSEPH P WHELAN

Address: 1124 S. GRINWELL Zip: 49203

Home Phone: 517-796-8754 Other Phone: 517-769-6198

Occupation: POSTMASTER, PLEASANT LAKE E-mail Address: \_\_\_\_\_

### Community Involvement/Activity

\_\_\_\_\_  
\_\_\_\_\_

Are you a registered voter? YES Ward? 6

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_

List additional information you feel may be pertinent to board or commission.

\_\_\_\_\_  
\_\_\_\_\_

Feel free to attach any information. (Resume, press clippings)  
APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Joseph P Whelan  
Signature of Applicant

1-14-2010  
Date



## City Manager's Office

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4035 — Facsimile: (517) 768-5820

MEMO TO: Honorable Mayor and City Councilmembers  
FROM: Christopher W. Lewis, Interim City Manager  
DATE: January 22, 2010  
SUBJECT: Department Head Appointments - Fire Chief and Director of  
Engineering/Department of Public Works

Since the appointment of a new City Manager has been delayed, I am, therefore, requesting your consideration and approval of the permanent appointment of Michael Beyerstedt as Fire Chief, and Jon Dowling as Director of Engineering/Department of Public Works. I have observed Mr. Beyerstedt and Mr. Dowling's work performance in the past several months, and feel that they can both fill the vacant positions admirably.

Pursuant to City Charter 7.5, I am respectfully requesting the Council approve the confirmation of these two appointments.

CWL:skh



## Community Development

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4060 — Facsimile: (517) 780-4781

January 20, 2010

**TO:** Christopher W. Lewis, Interim City Manager

**FROM:** Carol L. Konieczki, Community Development Director

**RE:** Public Hearing to Receive Public Comments for 2010-2011 Community Development Block Grant (CDBG) Housing and Community Development Needs

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On December 15, 2009, City Council adopted a Timetable for the 2010-2011 CDBG and HOME programs. The Timetable included establishment of a Public Hearing on January 26, 2010 to receive public comments regarding housing and community development needs, as required by 24 CFR 91.105(e)(1), which was reaffirmed by City Council on January 12, 2010. Historically, agencies requesting annual funding also make presentations to City Council regarding their applications at this Public Hearing, although it is not a HUD requirement they do so.

Attached is a matrix of each eligible application received and the amount each agency is requesting. As always, the requests for funding outweigh the amount of grant funds the City anticipates receiving from HUD. City Administration will meet to review applications and make recommendations before February 9, 2010 when City Council is scheduled to make its preliminary allocations. It should be noted many cities are considering a reduction in public service allocations in order to address the lack of funding for street repairs and other essential city services.

Also attached for Council's consideration is an application received after proposal books were printed and distributed. Due to a Jobs Creation Initiative loan given to RTD Manufacturing in December 2009, which depleted CDBG funds available for this activity, an application to replenish funding for the Jobs Creation activity was submitted on January 8, 2010. Community Development staff is currently working with a local business on an expansion and a Jobs Creation Initiative loan is one of the incentives being offered. If approved by Council, this funding request would appear in the "Other" section of the application matrix.

Requested action is for City Council to authorize inclusion of the late application to replenish the Jobs Creation Initiative loan activity into those projects being considered for funding, and to hold a Public Hearing to receive comments on housing and community development needs and allow applicants to present their proposals. Please place this item on the January 26, 2010 City Council agenda for consideration.

cc: Heather L. Soat, Financial Analyst  
Michelle L. Pultz, CD Project Coordinator

S:\Michelle Pultz\CDBG\FY 10-11\Agenda Items\PH Jan 26 for Housing & CD Comments.doc

## 2010-2011 Community Development Block Grant Funding Proposal Recommendations

Applicants	Funding Request	City Admin.	Prelim. Allocation 2/9/10 City Council	Final Allocation 4/27/10 City Council
<b>Public Services</b>				
1 Allegiance Health Emergency Room - Cab Transportation Assistance	\$20,340			
2 American Red Cross	5,500			
3 AWARE, Inc.	45,584			
4 Center for Family Health - Emergency Adult Dental Care	50,000			
5 Center for Women Pregnancy Counseling Services	10,000			
6 Elnora V Moorman Community Help Center	168,000			
7 Fair Housing Center of Southeastern Michigan	20,000			
8 Family Service & Children's Aid - FAST Program	30,000			
9 Jackson Affordable Housing Corp - Foreclosure Prevention	15,000			
10 Jackson Affordable Housing Corp - Homeownership Counseling	9,200			
11 Jackson School of the Arts	22,398			
12 King Center Summer Youth Program	40,000			
13 LifeSpan - Wheelchair Vans	60,000			
14 Partnership Park Downtown Neighborhood Assoc.	10,000			
15 The Salvation Army - Utility Shutoff Prevention	75,000			
16 United Way - Central Michigan 2-1-1	24,500			
<b>Public Services Subtotal</b>	<b>\$605,522</b>			
Public Services can <b>NOT</b> exceed <b>\$219,955</b>				
<i>Estimated allocation \$1,366,364 + \$100,000 program income = \$1,466,364</i>				
<b>Administration and Planning</b>				
17 Community Development	\$249,700			
<b>Administration and Planning Subtotal</b>	<b>\$249,700</b>			

<b>Applicants</b>	<b>Funding Request</b>	<b>City Admin.</b>	<b>Prelim. Allocation</b> 2/9/10 City Council	<b>Final Allocation</b> 4/27/10 City Council
<b>Other Projects</b>				
18 Community Development - Code Enforcement	\$565,275			
19 Community Development - Residential Rehab	200,000			
20 Community Development - Jobs Creation Initiative**	50,000			
20 DPW - Curb Ramps	100,000			
21 Engineering - Street Paving/Reconstruction	778,000			
22 Forestry - Ash Tree Removal/Replacement	20,000			
23 John George Home - Handicap Bathroom Renovation	10,000			
<b>Other Projects Subtotal</b>	<b>\$1,723,275</b>			

*\*\* Application received 1/8/2010*

**Ineligible Application**

23 Jessica's Daycare - Construct new daycare facility with 3-bedroom apartment on 2nd floor (new housing construction not eligible CDBG activity; not a non-profit organization)	165,000
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**Total Requested / Recommended \$2,578,497**

**Total Funding Available \$1,466,364**

(estimate)

## 2010-2011 HOME Allocation Table

Applicants	Funding Request	City Admin	City Council Recommendation 2/9/10	City Admin #2	Final City Council Recommendation 4/27/10
Community Development - Rehabilitation Assistance (RAP)	\$75,000				
Community Development - Administration <sup>1</sup>	26,900				
Jackson Affordable Housing Corp - Downpayment Assistance	40,000				
Jackson Affordable Housing Corp - Administration <sup>1</sup>	6,000				
Jackson Affordable Housing Corp. - Acquisition/Rehab/Resale <sup>2</sup>	70,000				
CHDO Operating Expenses <sup>3</sup>	14,000				
Community Action Agency - Greenwood Housing Development (new construction)	270,000				
Community Action Agency - Administration <sup>1</sup>	27,000				
Renovations Your Way - app 1	92,175				
Renovations Your Way - app 2	92,175				
Habitat for Humanity	82,500				
<b>Total Requests:</b>	<b>\$795,750</b>				
<b>Total Budget:</b>	<b>\$329,378</b>				
	(estimate)				

### Restrictions

<sup>1</sup>Admin - no more than 10% (\$32,938)

<sup>2</sup>CHDO Set-aside (mandatory) at least 15% (\$49,407)

<sup>3</sup>CHDO Operating Expenses (optional) - no more than 5% (\$16,469)



## Section II – Program Description

**Program Location** (be as specific as possible):

**Community Development - 161 W. Michigan Avenue**

**Area(s) Served** - Please refer to the CDBG and/or Census Tract maps attached to the Funding Application Instructions and indicate appropriate block group or census tract numbers.

**Citywide**

**Will any people living outside the City of Jackson be directly served under this project?**

Yes\*       No

If Yes, what other funds will be used to serve these people?

**Program Purpose** – State the purpose of the program and specifically explain how your program meets the National Objective selected on page one.

**To leverage funds for economic development, investment and create jobs to be made available to low- to moderate-income persons.**

**Program Justification** – Who are the targeted clients? What are their needs?

**Targeted clients are businesses located in the City of Jackson in need of gap financing to complete a project resulting in job creation.**

**Is this a public service program which is currently funded or has previously been funded by the City's CDBG program?**       Yes       No

If **yes**, provide year(s) received and amount granted:

If prior funding will not be expended by the end of the current program year, explain why:

If **no**,

a) Briefly describe any other similar programs in the City of Jackson and demonstrate there is a gap in services provided. How did you determine this need exists?

**N/A - this is not a public service activity**

b) Explain how CDBG funding will enable you to provide new or expanded services (be qualitative).

c) Was the proposed service/project provided previously by your agency? If so, how was it funded?

**Program Operation** – Explain simply and clearly how your program works. Concentrate on practical details – what, where, when, who, and how – rather than program philosophy or purpose. Describe the steps by which a client progresses through the program. Include how clients access the program, how much time they spend with staff on different activities, and how your collaboration with other agencies helps them.

**Businesses initially meeting the Job Creation Initiative eligibility requirements may complete an application for a loan and submit it to the Community Development Department. Community Development staff will administer the loans, subject to approval by City Council.**

**Evidence** – Please explain how your clients will provide evidence and verification of their eligibility and income.

**Businesses receiving a job creation initiative loan will be required to gather data to verify eligibility for each new job created.**

**Staffing** – List the key positions in the program and indicate their roles, specific responsibilities, and qualifications. Positions should be consistently titled here, on the agency organizational chart, and in the salary table of the budget.

**Community Development Director  
Economic Development Project Manager  
Financial Analyst  
Grant Project Coordinator**

**Timetable** – Identify the key implementing steps and target dates for the use of the CDBG funds.

Action	Target Date for Completion
N/A	

**Client Demographics** – Please complete the following tables to the best of your ability. Show number of clients (not percentages) in each category. Current income limits are on the Detailed Application Instructions Page.

**Number of Persons or Households Served, by Income Group**

**Check whether counting:**

**Persons**   or    **Households**

Year	Extremely Low Income level < 30% of median	Very Low Income level < 50% of median	Low Income level < 80% of median	At or Above Income level at or above 80% of median	Total
<b>2008 Actual</b>			0		0
<b>2009 Estimate</b>			10		10
<b>2010 Target</b>			10		10

**Special Needs Beneficiaries (if applicable)**

<b>Category</b>	<b>Number</b>
Elderly (over 60)	
Disabled (not elderly)	
Homeless	
People with HIV/AIDS	

**Program Outcomes** – How will you identify and measure the changes and impacts brought about by your program? It is important to identify outcomes, indicators and measurement tools that can be reasonably measured and carried out by your program. One outcome is enough, but you may specify more if you wish.

<b>Outcome</b> (Expected change in client's conditions, skills, behavior, etc.)	<b>Indicator</b> (How will you know an outcome has been achieved? Include a target number and percentage)	<b>Measurement Tool</b> (Survey, interviews, tests, assessments, document review, etc.)
<b>Create new jobs to be made available to low- to moderate-income persons</b>	<b>Annual monitoring</b>	<b>Review of payroll records and verification of data collected for eligible employees</b>

### Section III - Performance Measurements

**A. Goals.** The proposed activity meets which of the following goals (select only one):

**Create Suitable Living Environment**

Activities designed to benefit communities, families, or individuals by addressing issues in their living environment (such as poor quality infrastructure) or social issues such as crime prevention, literacy, or elderly health services.

**Provide Decent Affordable Housing**

Housing programs where the purpose of the program is to meet individual, family, or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under suitable living environment.

**Create Economic Opportunities**

Activities related to economic development, commercial revitalization, and job creation.

**B. Objectives.** Select the most appropriate objective for the proposed activity (select only one):

**Availability/Accessibility**

Activities that make services, infrastructure, public facilities, housing, or shelters available or accessible to low- and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low- and moderate-income people where they live.

**Affordability**

Activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or daycare

**Sustainability**

Activities aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income, by removing or eliminating slums or blighted areas through multiple activities, or services that sustain communities or neighborhoods.

**C. Performance Measurement Outcome Statement.** Outcomes are the changes you expect to occur in clients' lives and/or the community as a result of the proposed activity. A complete statement includes output (quantified) + outcome (from categories above) + activity (description) + objective.

**Examples:** 7 households have affordable housing through a down payment assistance program for the purpose of creating decent affordable housing.

54 homeless females will be provided temporary housing through an emergency shelter program for the purpose of creating a suitable living environment.

**Response:**

**10 new jobs will be created with the intention to employ currently low- to moderate-income persons for the purpose of economic development.**

## Section IV – Budget for Proposed Activity Only

**Program Operating Budget** – Please provide the Project Budget for which you are requesting CDBG funds. The table below **MUST** be used. Please refer to the example contained in the Funding Application Instructions.

Budget Category	CDBG Funds Only	Other Funds	Total (CDBG + Other)
<b>Personnel</b>			
Salaries and Wages (see Staff Costs * below for breakdown)			
Fringe Benefits			
<b>Subtotal Personnel</b>			
<b>Contractual Services</b>			
<b>Subtotal Contractual Services</b>			
<b>Supplies/Materials</b>			
<b>Subtotal Supplies/Materials</b>			
<b>Administrative/Overhead Expenses</b>			
<b>Subtotal Administrative/Overhead Expenses</b>			
<b>Other Expenses</b>			
	50,000		50,000
<b>Subtotal Other Expenses</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>
<b>Total Project Cost</b>	<b>50,000</b>	<b>0</b>	<b>50,000</b>

**\*CDBG Staff Costs** – If the application includes CDBG funding for salaries or fringe benefits, please complete this table:

Position Title	Total Annual Salary	% of Salary to be Paid with Grant Funds	CDBG Salary Request
Staffing for this activity is funded through Planning and Administration			
<b>Total:</b>			

**Fee Schedule.** Does your agency have a fee schedule for this particular service?

No.

**Contingency Plan** – What is your organization’s contingency plan if your agency does not receive the requested CDBG funding, or receives less than the amount requested?

**Funding for this purpose will not be available to local businesses for economic development meeting the Job Creation Initiative eligibility requirements.**

**Coordination of Services** – Provide a plan for coordinating services with other agencies.

N/A

**Have you applied for funding from other sources for this project?**  Yes  No

If No, why not?

N/A

If Yes, to whom have you applied? For approved funds, please provide a copy of the commitment letter. For pending funds, please provide the name and telephone number of a contact person at that funding source:

	Approved	Pending	Denied
Source:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contact Person:	Telephone No.:		
Source:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contact Person:	Telephone No.:		
Source:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contact Person:	Telephone No.:		

**\*\*Attach Commitment Letters from Other Funding Sources\*\***

### Application Checklist

You must provide a copy of the following sections in the order listed:

- Application and all pertaining information** - complete and sign the application.
- Additional information** – if you feel the questions or information required by the application are not sufficient to describe your project completely, feel free to submit additional information.



January 20, 2010

**TO:** Christopher W. Lewis, Interim City Manager

**FROM:** Carol L. Konieczki, Community Development Director

**RE: Public Hearings and Considerations for MiraMed Revenue Group For:**

1. **A Resolution for the Amendment of a Brownfield Plan for 249-269 W. Michigan Avenue to Include Property Located at 230 W. Cortland Street;**
2. **A Resolution to Establish Obsolete Property Rehabilitation District (OPRD) #7 at 230 W. Cortland Street;**
3. **A Resolution For the Approval of an Obsolete Property Rehabilitation Act (OPRA) Tax Exemption Certificate Application at 230 W. Cortland Street to Freeze Existing Ad Valorem Property Taxes Collected on a Designated Building for 12 Years;**
4. **A Resolution For the Approval of a Personal Property Tax Exemption Certificate Application that Abates all Personal Property Taxes on New Personal Property Purchased and Located at 230 W. Cortland Street for 12 Years.**

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**MiraMed Revenue Group**, sister company of Anesthesia Business Consultants (ABC), is planning to invest over \$6 million during the next five years to renovate property located at 230 West Cortland Street (former Jackson Community College downtown campus building). The renovation of the building is to accommodate a medical billing facility that will employ 50 new hires within one year, with future plans to add an additional 50 employees within the next three years. It is anticipated that 100 full-time employees will be hired as a result of this project with an average salary of \$607 per employee, per week. This would generate between \$16,389 and \$32,778 annually in income taxes for the City, depending on if employees live within City limits or not.

The incentives that ABC received in 2005 during their initial construction and renovation on their property at 249-269 West Michigan Avenue included: a 12 year OPRA; an approved Brownfield Plan for a Michigan Business Tax (MBT) Credit; and a CDBG \$100,000 Jobs Creation loan from the Community Development Department.

MiraMed Revenue Group is requesting assistance to grow their business at this time. Please consider the following analysis of each request.

## 1. Consideration of Adopting an Amended Brownfield Plan

The developer is requesting an amendment to their current Brownfield Plan for property located at 249-269 West Michigan Avenue, to include property located at 230 West Cortland Street. This is for an MBT credit only for approximately \$6 million of eligible investments over two phases of construction. The first phase is estimated to have \$4.4 million of eligible investments and the second phase will have \$1.6 million. Both phases will be complete within 5 years. The plan does not include any Tax Increment Financing capture.

## 2. Establishment of an Obsolete Property Rehabilitation District (OPRD)

The developer is requesting the establishment of OPRD #7 at 230 West Cortland Street so they may request a tax exemption certificate.

## 3. Consideration of an Obsolete Property Rehabilitation Act (OPRA) Tax Exemption Certificate

The developer is requesting the approval of an OPRA Tax Exemption Certificate for the property located at 230 West Cortland Street. Staff has identified \$632,686 in investments eligible to receive this incentive as listed below:

OPRA - Eligible Expenses	
Description	Quote
Construction	\$358,000.00
Plumbing	\$28,945.00
Electrical/Network Wiring	\$27,000.00
Sprinkler System/Fire Suppression	\$116,425.00
Painters/Carpeting	\$22,000.00
Alarm System/Security Cameras	\$45,852.00
HVAC Unit Upgrades and Maintenance	\$34,464.00
<b>Total:</b>	<b>\$632,686.00</b>

Under an OPRD, the City may freeze existing Ad Valorem property taxes collected under the General Property Tax Act of 1893, PA 206, on a designated building (not land) for up to 12 years. The establishment of an OPRD provides an incentive for developers to invest in obsolete property by exempting any increase in the taxable value of the property. Placing the property within an OPRD will allow the owners to apply for an OPRA Tax Exemption Certificate through the State of Michigan Treasury that would provide financial assistance with the rehabilitation and redevelopment of the property. The OPRD must consist of one or more parcels of land containing obsolete commercial property. The building qualifies as a “functionally obsolete property” under Public Act 146 of 2000.

The developer is proposing to change the building located at 230 W. Cortland Street from an educational facility to an office building. This will require rewiring the entire building to accommodate computers and office equipment for 100 new employees, the installation of an adequate fire suppression system, a new HVAC system, and a complete remodel of the interior. It is estimated the project will rehab 12,500 sq. ft. of building space.

In accordance with the City of Jackson's Obsolete Property Rehabilitation District (OPRD) Policy, Staff has determined the following:

1. The property is less than six (6) stories tall and rehabilitation costs are projected to be \$50-\$100 per square foot (estimate of \$51 per Staff calculation), making the property eligible for four (4) years of the tax exemption.
2. The project will bring 50 new jobs to the city in the next year, and an additional 50 over three years for a total of 100 new full-time jobs. This makes the developer eligible to receive an additional eight (8) years in accordance with the job creation eligibility requirement.

Based on City's OPRD Policy and Public Act 146 of 2000, the proposal qualifies for the maximum twelve (12) year abatement. The following is a projection of the proposed property tax incentive:

The OPRD will create the following additional tax potential, which will act as an incentive for this project to proceed. Based on an actual cost of **\$632,686** for real property improvements:

Current Assessed Value of Real Property (will be frozen):

248,700 x 50% = \$124,350 SEV

\$124,350 x .060 millage rate (non-abated rate) = \$7,461

Current Assessed Value of the Land (will not be frozen):

\$53,777 x 50% = \$26,900 SEV

\$26,900 x .060 millage rate = \$1,614

Added Value of Real Property Improvements (24 mills for schools will not be frozen):

\$528,100 (estimated eligible improvements) x 50% = \$264,050 SEV

\$264,050 x .060 millage rate (non-abated) = \$15,843

\$264,050 x .024 millage rate (school only) = \$6,337

Potential annual tax revenue *without* OPRD:

\$9,075 Current annual tax revenue	+	\$15,843 Potential additional annual tax revenue without OPRD	=	\$24,918 Total potential annual tax revenue <i>without</i> OPRD
--	---	--	---	--

Potential annual tax revenue *with* OPRD:

\$9,075 Current annual tax revenue	+	\$6,337 Potential additional annual tax revenue <i>with</i> OPRD	=	\$15,412 Total potential annual tax revenue <i>with</i> OPRD
--	---	---	---	---

Total Incentive to Developer:

\$264,050 x .036 millage rate (abatement rate) = **\$9,506 (annual savings to Developer)**

\$9,506 x 12 years = **\$114,072 (overall value of incentive)**

The current SEV of the real property is \$151,250 and generates \$9,075 in taxes annually. All taxing jurisdictions will continue to assess the real property at this rate for the duration of the requested OPRD.

**4. Consideration of a Personal Property Tax Exemption Certificate (PA 328)**

The developer is requesting the approval of a PA 328 Tax Exemption Certificate for eligible investments made in personal property to be used for business purposes at 230 West Cortland Street. Staff has identified \$475,000 of investments eligible to receive this incentive, in accordance with the Personal Property Tax Exemption Act, Public Act 328 of 1998 (PA 328). These investments include computers, networking equipment, office equipment, workstations, and furnishings to accommodate the anticipated 100 new employees.

The following table is an analysis comparing the anticipated tax revenues if a PA 328 is not granted, and if a PA 328 is granted.

PA 328 - Estimate of Tax Revenues				
Year	Assessed Value	Tax Rate	Tax Revenue <i>without</i> PA 328	Tax Revenue <i>with</i> PA 328
2011	\$231,000	0.06	\$13,860	\$0
2012	\$190,000	0.06	\$11,400	\$0
2013	\$159,000	0.06	\$9,540	\$0
2014	\$137,000	0.06	\$8,220	\$0
2015	\$118,100	0.06	\$7,086	\$0
2016	\$104,100	0.06	\$6,246	\$0
2017	\$89,000	0.06	\$5,340	\$0
2018	\$80,000	0.06	\$4,800	\$0
2019	\$73,000	0.06	\$4,380	\$0
2020	\$66,000	0.06	\$3,960	\$0
2021	\$62,000	0.06	\$3,720	\$0
2022	\$57,000	0.06	\$3,420	\$0
<b>Estimated Value of Incentive:</b>			<b>\$81,972</b>	<b>\$0</b>

The total value of the PA 328 to the developer is estimated to be **\$81,972** over 12 years.

## Financial Summary of Incentives:

Name of Incentive	Tax Revenues <i>without</i> Incentive	Tax Revenues <i>with</i> Incentive	Value of Incentive
Brownfield Plan	MBT Only	MBT Only	MBT Only
OPRA	\$299,016	\$184,944	\$114,072
PA 328	\$81,972	\$0	\$81,972
<b>Estimated Value of Incentives:</b>			<b>\$196,044</b>

Staff has provided notice to all taxing jurisdictions and all public notices in accordance with Public Act 381 of 1996, Public Act 146 of 2000, and Public Act 328 of 1998 prior to the Public Hearing.

**Requested action** at this time is to:

- 1) Hold a public hearing and consider a resolution for the amendment of a Brownfield Plan for 249-269 W. Michigan Avenue to include property located at 230 W. Cortland Street as recommended by the Jackson Brownfield Redevelopment Authority and the Community Development Director;
- 2) Hold a public hearing and consider a resolution to establish Obsolete Property Rehabilitation District (OPRD) #7 for 230 W. Cortland Street as permitted by Public Act 146 of 2000 and as recommended by the City Affairs Committee and the Community Development Director;
- 3) Hold a public hearing and consider an application requesting an Obsolete Property Rehabilitation Act (OPRA) tax exemption certificate for 230 W. Cortland Street to freeze existing Ad Valorem property taxes collected on a designated building for 12 years, as permitted by Public Act 146 of 2000 and as recommended by the City Affairs Committee and the Community Development Director;
- 4) Hold a public hearing and consider an application requesting a tax exemption certificate that abates all personal property taxes on new personal property purchased and located at 230 W. Cortland Street for 12 years, as permitted by Public Act 328 of 1998, and as recommended by the City Affairs Committee and the Community Development Director.

Please place these items on the January 26, 2010 City Council agenda for consideration.

CLK/bjh

cc: Sandy Schade, MiraMed Revenue Group  
Michael Ordonez, MiraMed Revenue Group  
David Taylor, City Assessor (w/o attachments)  
Barry Hicks, Economic Development Project Manager

Att': A: Legal Descriptions  
B: Description of Business Operations  
C: Resolution to Adopt an Amendment to the Brownfield Plan  
D: Resolution to Establish OPRD #7  
E: Resolution to Approve an OPRA Tax Exemption Certificate  
F: Resolution to Approve a Personal Property Tax Exemption Certificate

**CURRENT PROPERTY**

249-269 West Michigan Avenue, Jackson, MI 49201

*Parcel Number 4-014400000*

*Lots 7, 8, and 9, Block 1 South, Range 1 West of the original Plat of Jacksonburg*

**PROPOSED EXPANSION**

230 West Cortland Street, Jackson, MI 49201

*Parcel Number 4-013900000*

*The east 50 ft 11 inches of the west 83 ft 11 inches of lots 3 & 4 Block 1 South Range 1 West of the original Plat of Jacksonburg*



**MIRAMED**  
Revenue Group  
a division of MiraMed Global Services

# Detailed Description of Business Operations

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MiraMed Revenue Group (MMRG) is part of the MiraMed Global Services family of companies. MiraMed is a national healthcare company providing a broad range of services to hospitals and physician practices across the country since 1979.

MMRG is the Accounts Receivable Management division of MiraMed Global Services. We currently have over 2,000 employees who provide only healthcare revenue cycle services.

Our services include:

- Pre-registration, pre-certification and insurance verification
- Eligibility
- Insurance billing and rebilling
- Insurance follow-up
- Financial class workouts
- Clean-ups
- Denial management and appeal preparation
- Worker's compensation
- Auto claims and other liability accounts
- Estate claims
- Customer service
- Self pay statement, letter and telephone follow-up
- Charity scoring
- Medical assistance application services
- Payment plan monitoring
- Pre-collection
- Bad debt - primary, secondary and legal
- Short-engagement consulting
- Coding – inpatient, outpatient and professional
- Coding audits and Physician Education audits
- Cash application
- Credit Balance processing
- System conversions and legacy system A/R wind-downs
- Divestiture and Acquisition A/R wind-downs
- Staffing - virtual - any business office position

We were established as an “all encompassing resource” for healthcare financial services, combining over twenty reimbursement and recovery programs. Since that time, we have developed into a foremost provider of a wide range of services to healthcare providers across the country. Our ability to maximize recoveries is without equal in the industry. Our programs address every conceivable aspect of reimbursement, including third party reimbursement, Medicaid eligibility, self pay follow-up and collections, billing services, and receivables management.

As the industry evolves, additional roadblocks to reimbursement are created. We continue to develop new programs to meet the current and future needs of the healthcare industry. Our sole objective is to provide unparalleled financial services to our clients, enabling them to hurdle any and all recovery and reimbursement obstacles.

We have earned a leadership position in healthcare reimbursement management because of our commitment to providing our clients with the finest quality programs and services tailored to their individual needs and designed with their financial future in mind. We continue to attract and retain the best talent and leadership in healthcare reimbursement management. We thoroughly understand the multiple challenges to our client’s business, from the need to accelerate receivables and assure profitability to the importance of patient and staff relations. We have the technology, the expertise and a proven track record of success.

With business units across the country, MiraMed has a tremendous amount of resources that are brought to bear to assure that its clients receive the highest quality services and performance available in the marketplace today.

**RESOLUTION  
APPROVING A  
BROWNFIELD PLAN**

Under Public Act 381 of 1996, as Amended  
for  
**MIRAMED REVENUE GROUP**

**WHEREAS**, the Brownfield Redevelopment Authority of the City of Jackson (the "Authority"); 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 reviewed, adopted and recommended for approval by the Jackson City Council, a Brownfield plan (the "Plan"), as described on Exhibit "A", attached hereto and incorporated by reference, for property located at 249-269 West Michigan Avenue and 230 West Cortland Street (tax identification numbers 4-014400000 and 4-013900000); and

**WHEREAS**, the Jackson City Council has, at least ten (10) days before the meeting of the Council at which this resolution has been considered, provided notice to and fully informed the taxing jurisdictions that levy taxes subject to capture within the site (the "Taxing Jurisdictions") about the fiscal and economic implications of the Plan, and the Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 13(13) of the Act; and

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

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and will not require the Authority to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. Subject to approval and minor modifications by the City Attorney.

**WHEREAS**, as a result of its review of the amended Plan, and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Jackson City Council desires to proceed with approval of the Plan.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. **Plan Approved.** Pursuant to the authority vested in the Jackson City Council, by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form attached as Exhibit "A" 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.

\* \* \* \* \*

State Of Michigan        )  
County Of Jackson       )ss  
City Of Jackson         )

I, Lynn Fessel, 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 26<sup>th</sup> day of January, 2010.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 27<sup>th</sup> day of January, 2010.

\_\_\_\_\_Lynn Fessel, City Clerk

**ENVIROLOGIC  
TECHNOLOGIES, INC.**

**CITY OF JACKSON, MICHIGAN  
BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD PLAN**

**FORMER JACOBSON'S BUILDING  
249-269 WEST MICHIGAN AVENUE  
AND 230 WEST CORTLAND AVENUE  
JACKSON, MICHIGAN**

**MAY 6, 2005  
AMENDED OCTOBER 27, 2009**

**Prepared for:**

**Mr. Michael Ordonez  
MiraMed Revenue Group**

**Prepared by:  
Envirologic Technologies, Inc.  
2960 Interstate Parkway  
Kalamazoo, MI 49048  
(269) 342-1100**

**ENVIROLOGIC  
TECHNOLOGIES, INC.**

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**Attachments**

- Attachment 1: Location Map: USGS Topographic Map
- Attachment 2: Site Plan
- Attachment 3: Notice of Public Hearing
- Attachment 4: Notice to Taxing Jurisdictions
- Attachment 5: Resolution Approving a Brownfield Plan
- Attachment 6: Determination of Functional Obsolescence

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**BROWNFIELD PLAN  
FOR  
FORMER JACOBSON'S BUILDING  
249-269 WEST MICHIGAN AVENUE  
AND 230 WEST CORTLAND AVENUE  
JACKSON, MICHIGAN**

**I. GENERAL DEFINITIONS AS USED IN THIS PLAN**

**1996 PA 381 Sec. 2**

(a) "Additional response activities" means response activities identified as part of a Brownfield plan that are in addition to baseline environmental assessment activities and due care activities for an eligible property.

(b) "Authority" means a Brownfield redevelopment authority created under this act.

(c) "Baseline environmental assessment" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(d) "Baseline environmental assessment activities" means those response activities identified as part of a Brownfield plan that are necessary to complete a baseline environmental assessment for an eligible property in the Brownfield plan.

(e) "Blighted" means property that meets any of the following criteria as determined by the governing body:

(i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire or other related code or ordinance.

(ii) Is an attractive nuisance to children because of physical condition, use or occupancy.

(iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.

(iv) Has had the utilities, plumbing, heating or sewerage permanently disconnected, destroyed, removed or rendered ineffective so that the property is unfit for its intended use.

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(v) Is tax reverted property owned by a qualified local governmental unit, by a county or by this state. The sale, lease or transfer of tax reverted property by a qualified local governmental unit, county or this state after the property's inclusion in a Brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

(vi) Is property owned or under the control of a land bank fast track authority under the land bank fast track act, whether or not located within a qualified local governmental unit. Property included within a Brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease or transfer of the property by a land bank fast track authority after the property's inclusion in a Brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

(vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

(f) "Board" means the governing body of an authority.

(g) "Brownfield plan" means a plan that meets the requirements of section 13 and is adopted under section 14.

(h) "Captured taxable value" means the amount in one year by which the current taxable value of an eligible property subject to a Brownfield plan, including the taxable value or assessed value, as appropriate, of the property for which specific taxes are paid in lieu of property taxes, exceeds the initial taxable value of that eligible property. The state tax commission shall prescribe the method for calculating captured taxable value.

(i) "Chief executive officer" means the mayor of a city, the village manager of a village, the township supervisor of a township, or the county executive of a county or, if the county does not have an elected county executive, the chairperson of the county board of commissioners.

(j) "Department" means the department of environmental quality.

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(k) "Due care activities" means those response activities identified as part of a Brownfield plan that are necessary to allow the owner or operator of an eligible property in the plan to comply with the requirements of section 20107a of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20107a.

(l) "Economic opportunity zone" means one or more parcels of property that meet all of the following:

(i) That together are 40 or more acres in size.

(ii) That contain a manufacturing facility that consists of 500,000 or more square feet.

(iii) That are located in a municipality that has a population of 30,000 or less and that is contiguous to a qualified local governmental unit.

(m) "Eligible activities" or "eligible activity" means one or more of the following:

(i) Baseline environmental assessment activities.

(ii) Due care activities.

(iii) Additional response activities.

(iv) For eligible activities on eligible property that was used or is currently used for commercial, industrial or residential purposes that is in a qualified local governmental unit, that is owned or under the control of a land bank fast track authority, or that is located in an economic opportunity zone, and is a facility, functionally obsolete, or blighted, and except for purposes of former section 38d of the single business tax act, 1975 PA 228, the following additional activities:

(A) Infrastructure improvements that directly benefit eligible property.

(B) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(C) Lead or asbestos abatement.

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(D) Site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(E) Assistance to a land bank fast track authority in clearing or quieting title to, or selling or otherwise conveying, property owned or under the control of a land bank fast track authority or the acquisition of property by the land bank fast track authority if the acquisition of the property is for economic development purposes.

(v) Relocation of public buildings or operations for economic development purposes.

(vi) For eligible activities on eligible property that is a qualified facility that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, the following additional activities:

(A) Infrastructure improvements that directly benefit eligible property.

(B) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(C) Lead or asbestos abatement.

(D) Site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(vii) For eligible activities on eligible property that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, the following additional activities:

(A) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(B) Lead or asbestos abatement.

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(viii) Reasonable costs of developing and preparing Brownfield plans and work plans.

(ix) For property that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, that is a former mill that has not been used for industrial purposes for the immediately preceding two years, that is located along a river that is a federal superfund site listed under the comprehensive environmental response, compensation, and liability act of 1980, 42 USC 9601 to 9675, and that is located in a city with a population of less than 10,000 persons, the following additional activities:

(A) Infrastructure improvements that directly benefit the property.

(B) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(C) Lead or asbestos abatement.

(D) Site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(x) For eligible activities on eligible property that is located north of the 45th parallel, that is a facility, functionally obsolete, or blighted, and the owner or operator of which makes new capital investment of \$250,000,000.00 or more in this state, the following additional activities:

(A) Demolition of structures that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(B) Lead or asbestos abatement.

(xi) Reasonable costs of environmental insurance.

(n) Except as otherwise provided in this subdivision, "eligible property" means property for which eligible activities are identified under a Brownfield plan that was used or is

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currently used for commercial, industrial, public or residential purposes, including personal property located on the property, to the extent included in the Brownfield plan, and that is one or more of the following:

(i) Is in a qualified local governmental unit and is a facility, functionally obsolete, or blighted and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.

(ii) Is not in a qualified local governmental unit and is a facility, and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.

(iii) Is tax reverted property owned or under the control of a land bank fast track authority.

(iv) Is not in a qualified local governmental unit, is a qualified facility, and is a facility, functionally obsolete, or blighted, if the eligible activities on the property are limited to the eligible activities identified in subdivision (m)(vi).

(v) Is not in a qualified local governmental unit and is a facility, functionally obsolete, or blighted, if the eligible activities on the property are limited to the eligible activities identified in subdivision (m)(vii).

(vi) Is not in a qualified local governmental unit and is a facility, functionally obsolete, or blighted, if the eligible activities on the property are limited to the eligible activities identified in subdivision (m)(ix).

(vii) Is located north of the 45th parallel, is a facility, functionally obsolete, or blighted, and the owner or operator makes new capital investment of \$250,000,000.00 or more in this state. Eligible property does not include qualified agricultural property exempt under section 7ee of the general property tax act, 1893 PA 206, MCL 211.7ee, from the tax levied by a local school district for school operating purposes to the extent provided under section 1211 of the revised school code, 1976 PA 451, MCL 380.1211.

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(o) "Environmental insurance" means liability insurance for environmental contamination and cleanup that is not otherwise required by state or federal law.

(p) "Facility" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(q) "Fiscal year" means the fiscal year of the authority.

(r) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

(s) "Governing body" means the elected body having legislative powers of a municipality creating an authority under this act.

(t) "Infrastructure improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, owned or used by a public agency or functionally connected to similar or supporting property owned or used by a public agency, or designed and dedicated to use by, for the benefit of, or for the protection of the health, welfare, or safety of the public generally, whether or not used by a single business entity, provided that any road, street, or bridge shall be continuously open to public access and that other property shall be located in public easements or rights-of-way and sized to accommodate reasonably foreseeable development of eligible property in adjoining areas.

(u) "Initial taxable value" means the taxable value of an eligible property identified in and subject to a Brownfield plan at the time the resolution adding that eligible property in the Brownfield plan is adopted, as shown either by the most recent assessment roll for which equalization has been completed at the time the resolution is adopted or, if provided by the Brownfield plan, by the next assessment roll for which equalization will be completed following the date the resolution adding that eligible property in the Brownfield plan is

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adopted. Property exempt from taxation at the time the initial taxable value is determined shall be included with the initial taxable value of zero. Property for which a specific tax is paid in lieu of property tax shall not be considered exempt from taxation. The state tax commission shall prescribe the method for calculating the initial taxable value of property for which a specific tax was paid in lieu of property tax.

(v) "Land bank fast track authority" means an authority created under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774.

(w) "Local taxes" means all taxes levied other than taxes levied for school operating purposes.

(x) "Municipality" means all of the following:

(i) A city.

(ii) A village.

(iii) A township in those areas of the township that are outside of a village.

(iv) A township in those areas of the township that are in a village upon the concurrence by resolution of the village in which the zone would be located.

(v) A county.

(y) "Owned or under the control of" means that a land bank fast track authority has one or more of the following:

(i) An ownership interest in the property.

(ii) A tax lien on the property.

(iii) A tax deed to the property.

(iv) A contract with this state or a political subdivision of this state to enforce a lien on the property.

(v) A right to collect delinquent taxes, penalties or interest on the property.

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(vi) The ability to exercise its authority over the property.

(z) "Qualified facility" means a landfill facility area of 140 or more contiguous acres that is located in a city and that contains a landfill, a material recycling facility and an asphalt plant that are no longer in operation.

(aa) "Qualified local governmental unit" means that term as defined in the obsolete property rehabilitation act, 2000 PA 146, MCL 125.2781 to 125.2797.

(bb) "Qualified taxpayer" means that term as defined in former sections 38d and 38g of the single business tax act, 1975 PA 228, or section 437 of the Michigan business tax act, 2007 PA 36, MCL 208.1437.

(cc) "Response activity" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(dd) "Specific taxes" means a tax levied under 1974 PA 198, MCL 207.551 to 207.572; the commercial redevelopment act, 1978 PA 255, MCL 207.651 to 207.668; the enterprise zone act, 1985 PA 224, MCL 125.2101 to 125.2123; 1953 PA 189, MCL 211.181 to 211.182; the technology park development act, 1984 PA 385, MCL 207.701 to 207.718; the obsolete property rehabilitation act, 2000 PA 146, MCL 125.2781 to 125.2797; the neighborhood enterprise zone act, 1992 PA 147, MCL 207.771 to 207.786; the commercial rehabilitation act, 2005 PA 210, MCL 207.841 to 207.856; or that portion of the tax levied under the tax reverted clean title act, 2003 PA 260, MCL 211.1021 to 211.1026, that is not required to be distributed to a land bank fast track authority.

(ee) "Tax increment revenues" means the amount of ad valorem property taxes and specific taxes attributable to the application of the levy of all taxing jurisdictions upon the captured taxable value of each parcel of eligible property subject to a Brownfield plan and personal property located on that property. Tax increment revenues exclude ad valorem property taxes specifically levied for the payment of principal of and interest on either obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit, and specific taxes attributable to those ad valorem property taxes. Tax increment revenues attributable to eligible property also exclude the amount of ad valorem property taxes or specific taxes captured by a downtown development authority, tax increment finance authority, or local development finance

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authority if those taxes were captured by these other authorities on the date that eligible property became subject to a Brownfield plan under this act.

(ff) "Taxable value" means the value determined under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

(gg) "Taxes levied for school operating purposes" means all of the following:

(i) The taxes levied by a local school district for operating purposes.

(ii) The taxes levied under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906.

(iii) That portion of specific taxes attributable to taxes described under subparagraphs (i) and (ii).

(hh) "Work plan" means a plan that describes each individual activity to be conducted to complete eligible activities and the associated costs of each individual activity.

(ii) "Zone" means, for an authority established before June 6, 2000, a Brownfield redevelopment zone designated under this act.

# ENVIRONMENTAL TECHNOLOGIES, INC.

## FORMER JACOBSON'S BUILDING 249–269 WEST MICHIGAN AVENUE AND 230 WEST CORTLAND AVENUE JACKSON, MICHIGAN

### II. ELIGIBLE PROPERTIES WITHIN THE BROWNFIELD ZONE

#### Introduction

The site is located at 249–269 West Michigan Avenue and 230 West Cortland Avenue in the City of Jackson, Michigan. The property at 249-269 West Michigan Avenue was originally placed in the City's Brownfield Plan in 2005. This Amendment is to include the parcel at 230 West Cortland Avenue in the City's Brownfield Plan.

The project site consists of two parcels of land. The legal description of the parcels as provided by the City of Jackson Assessment Office reads as follows:

*Parcel Number 4-014400000 (Former Jacobson's Building, 249–269 West Michigan Avenue and the Cortland Building, formerly 252 West Cortland) Lots 7, 8, and 9, Block 1 South, Range 1 West of the original Plat of Jacksonburg*

*Parcel Number 4-013900000 (230 West Cortland Avenue) The east 50 ft 11 inches of the west 83 ft 11 inches of lots 3 & 4 Block 1 South Range 1 West of the original Plat of Jacksonburg*

The former Jacobson's Building is split into two separate buildings (the Jacobson's Building and the Cortland Building) which, while structurally linked, do not have any interior means of passing from one building to the next. The two buildings together are an approximately 78,000-square foot three-story structure with two basements. The buildings cover the entire subject property. The building at 230 West Cortland Avenue is a three story structure (the third story is unusable at present) with total building space of approximately 13,000 square feet.

The building at 230 West Cortland Avenue was constructed sometime prior to 1930 and was used for a variety of commercial uses including retail of paints and automobiles. Prior to 1930, the property was vacant. A residence was on the property in 1886.

A figure showing the property and the legal descriptions are provided in Attachment A.

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Based upon a review of historic data sources, the subject property has been utilized for residential and various commercial operations since it was first developed in the mid 1800s. Retail operations have included but are not limited to: Hotel, drug store, women's clothing, grocery store, storage space, jewelry store, barber, a Moose Club, and furniture operations. Additionally, a small automobile dealership was located within the Cortland Building at one time. No evidence of gasoline stations or fueling operations of any kind were identified on site during the historical research or MDEQ file reviews conducted for the Phase I Environmental Site Assessment completed for this site.

The former Jacobson's Building was constructed at different times and eventually attained its present-day form in approximately 1960. The property has been largely vacant since 1990 when Jacobson's vacated the site. The building is currently vacant, with the exception of some Jackson Community College materials stored on the first floor which are offered for sale. The subject property's last permanent occupants were a department store, restaurant, and styling salon.

The property was acquired by Anesthesia Business Consultants, LLC and MiraMed Properties LLC. Anesthesia Business Consultants LLC demolished the Cortland Building and extensively renovated the Jacobson's Building to establish their headquarters in the newly renovated building. MiraMed Properties LLC leased the building at 230 West Cortland Avenue to Spring Arbor University and in 2010 intends to renovate the building into the Call Center for Anesthesia Business Consultants.

Anesthesia Business Consultants, LLC is the largest physician practice management company specializing exclusively in the practice of anesthesia and pain management. Anesthesia Business Consultants, LLC serves several thousand anesthesiologists and CRNAs nationwide. MiraMed Properties LLC is a land-holding entity associated with Anesthesia Business Consultants, LLC.

The initial (2005) investment in the project was approximately \$4.475Million including site improvements, demolition, asbestos abatement, restoration and renovation, signage and engineering, furniture, fixtures, and equipment. An additional \$1.34Million was incurred in land acquisition costs (\$540,000 of which is directly related to the acquisition

# ENVIROLOGIC TECHNOLOGIES, INC.

of the Jacobson's and Cortland Buildings). In 2010, an additional \$1.6 Million will be invested in the 230 West Cortland Building renovation.

This plan does not propose to capture tax increment revenues for eligible activities on the property. This Brownfield Plan has been prepared in order to allow Anesthesia Business Consultants, LLC/MiraMed Properties LLC to pursue a Michigan Business Tax Credit for eligible investments they intend to make during development. Anesthesia Business Consultants, LLC/MiraMed Properties LLC do not intend to pursue reimbursement for eligible activities from tax increment revenues. The City of Jackson, through its Brownfield Redevelopment Authority could capture the ISD and school tax increment in the future for infrastructure improvements in accordance with an approved Act 381 Work Plan and amendment to the Brownfield Plan.

Eligible investments made for the Phase I development include building demolition and renovation (\$2,450,000), furniture, fixtures, and equipment (\$1,725,000), asbestos abatement (\$95,000), and other site improvement/infrastructure costs (\$200,000). Eligible investments in the second phase of development amounts to \$1.6 Million inclusive of construction, equipment and furnishings.

## **Basis of Eligibility**

The site has been designated as a functionally obsolete structure by a Level IV Property Assessor and thus meets the definition of an eligible property in a Core Community as defined by 1996 PA 381. Further, the property will be incorporated into an Obsolete Property Rehabilitation District (OPRD). Documentation pertaining to the official designation of the site as functionally obsolete is included in Attachment A.

Previous environmental investigations have not identified the presence of any environmental contamination at the site above residential cleanup criteria. A heating oil underground storage tank used at the Cortland Building was emptied and closed in place by Envirologic in 1998. Samples collected adjacent to the tank did not reveal the presence of contamination above residential cleanup criteria.

## **The Plan**

**(a) A description of the costs of the plan intended to be paid for with tax increment revenues (Section 13(1)(a))**

# ENVIRONMENTAL TECHNOLOGIES, INC.

This plan does not propose to capture tax increment revenues for eligible activities on the property. This plan was prepared to allow Anesthesia Business Consultants, LLC and MiraMed Properties LLC the opportunity to pursue a Michigan Business Tax Credit for eligible investments they intend to make during redevelopment. Anesthesia Business Consultants, LLC and MiraMed Properties LLC does not intend to pursue reimbursement from tax increment revenues for the eligible activities that will occur on the property. Further, the City has designated this property as an OPRD, thereby foregoing the collection of certain future taxes in order to stimulate development of the property and the downtown area.

The City of Jackson, through its Brownfield Redevelopment Authority could capture the ISD and school tax increment in the future for infrastructure improvements in accordance with an approved Act 381 Work Plan and amendment to the Brownfield Plan.

**(b) A brief summary of the eligible activities that are proposed for each eligible property (Section 13(1)(b))**

No eligible activities are proposed for this plan. This plan was prepared to allow Anesthesia Business Consultants, LLC and MiraMed Properties LLC an opportunity to pursue a Michigan Business Tax credit for eligible investments at the property (e.g., renovation, demolition, and site improvement costs).

**(c) An estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property. (Section 13(1)(c))**

This plan does not propose to capture tax increment revenues for eligible activities on the property. The City of Jackson, through its Brownfield Redevelopment Authority could capture the ISD and school tax increment in the future for infrastructure improvements in accordance with an approved Act 381 Work Plan and amendment to the Brownfield Plan.

**(d) The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality. (Section 13(1)(d))**

# ENVIRONMENTAL TECHNOLOGIES, INC.

Costs for the plan are being financed by Anesthesia Business Consultants, LLC and MiraMed Properties LLC. No advances from the City of Jackson or the Authority have been made or are anticipated.

**(e) The maximum amount of note or bonded indebtedness to be incurred, if any.  
(Section 13(1)(e))**

The Authority has no plans to incur indebtedness at this time, though such plans could be made in the future if appropriate to support development of this site.

**(f) The duration of the brownfield plan, which shall not exceed the lesser of the period authorized under subsections (4) and (5) or 30 years. (Section 13(1)(f))**

The Plan will remain in effect for as many years as is required to fully distribute the tax credit to Anesthesia Business Consultants, LLC and MiraMed Properties LLC for all eligible investments, or thirty years, whichever is less.

**(g) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located. (Section 13(1)(g))**

No impact on the tax revenues of all taxing jurisdictions is anticipated from the implementation of this Plan. This plan was developed to allow Anesthesia Business Consultants, LLC and MiraMed Properties LLC the opportunity to pursue a Michigan Business Tax Credit.

**(h) A legal description of each parcel of eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as part of the eligible property. (Section 13(1)(h))**

The legal description of the property as provided by the City of Jackson Assessment Office reads as follows:

*Parcel Number 4-014400000 (Former Jacobson's Building, 249–269 West Michigan Avenue and the Cortland Building, formerly 252 West Cortland)*

**ENVIRONMENTAL  
TECHNOLOGIES, INC.**

*Lots 7, 8, and 9, Block 1 South, Range 1 West of the original Plat of Jacksonburg*

***Parcel Number 4-013900000** (230 West Cortland Avenue) The east 50 ft 11 inches of the west 83 ft 11 inches of lots 3 & 4 Block 1 South Range 1 West of the original Plat of Jacksonburg*

A map of the property is attached.

The site has been designated as a functionally obsolete structure by a Level IV Property Assessor. Additionally, an Obsolete Property Rehabilitation District (OPRD) has been established which encompasses the subject property. Documentation of the official designation of the site as functionally obsolete is included in Attachment A.

Personal property will be included as part of the eligible property.

**(i) Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. (Section 13(1)(i))**

No residences exist on the property.

**(j) A plan for establishing priority for the relocation of persons displaced by implementation of the plan. (Section 13(1)(j))**

Not applicable

**(k) Provision for the costs of relocating persons displaced by implementation of the plan. (Section 13(1)(k))**

Not applicable

**(l) A strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332. (Section 13(1)(l))**

Not applicable

**ENVIRONMENTAL  
TECHNOLOGIES, INC.**

**(m) A description of proposed use of the local site remediation revolving fund.**

**(Section 13(1)(m))**

The Brownfield Redevelopment Authority's Local Site Remediation Revolving Fund will not be used since no tax increment revenues will be captured under this plan.

**(n) Other material that the authority or governing body considers pertinent.**

**(Section 13(1)(n))**

Not applicable

**ENVIROLOGIC  
TECHNOLOGIES, INC.**

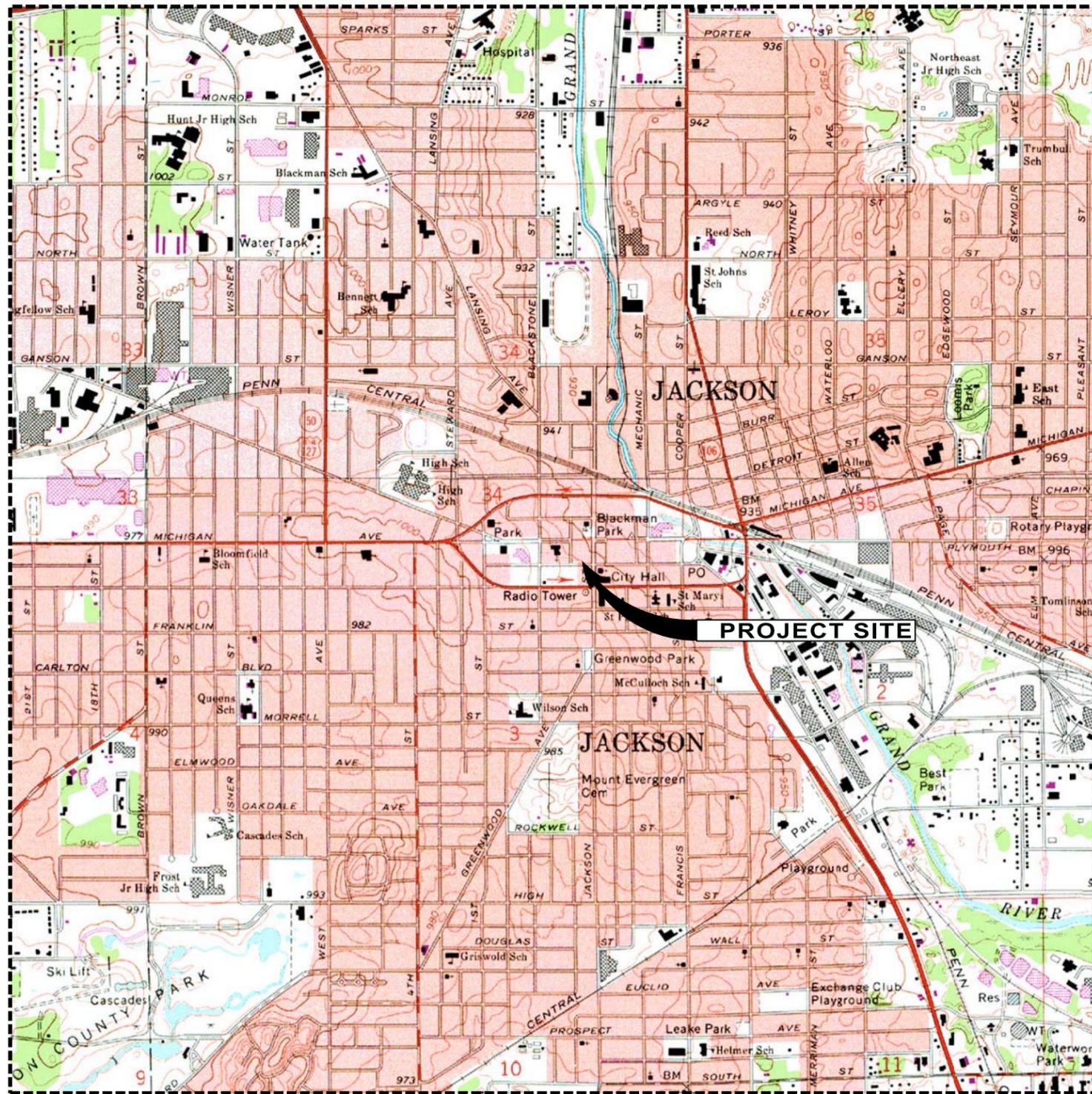
**ATTACHMENTS**

**Location Map and Site Plan**

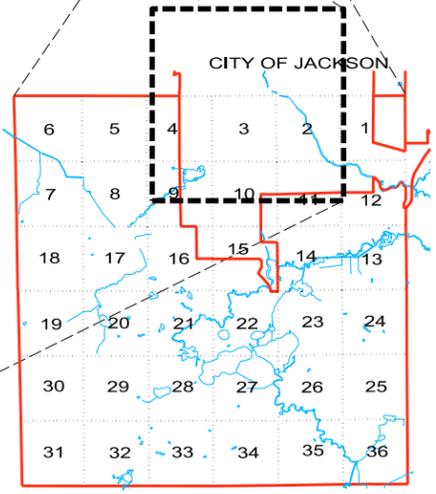
**Notice of Public Hearing**

**Resolution Approving a Brownfield Plan**

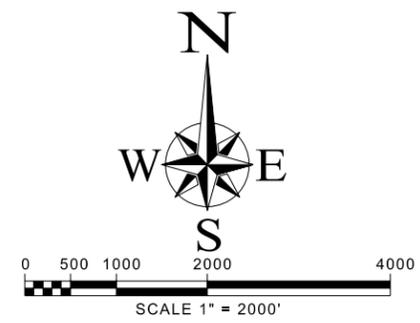
**Functionally Obsolete Determination**



SOURCE: JACKSON NORTH AND JACKSON SOUTH, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS  
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 3 S. R. 1 W.  
 SUMMIT TOWNSHIP  
 JACKSON COUNTY, MICHIGAN



**MIRA MED PROPERTIES, LLC**  
 249 - 267 WEST MICHIGAN AVENUE  
 252 WEST CORTLAND  
 230 WEST CORTLAND  
 JACKSON, MICHIGAN

**LOCATION MAP**

**ENVIROLOGIC TECHNOLOGIES, INC.**  
 2960 INTERSTATE PARKWAY  
 KALAMAZOO, MICHIGAN 49048  
 PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO. 050074  
 FIGURE NO. 1

ANBU00 050074\_050074\_Base\_Site\_Plan.dgn\_Location\_Map\_2



WEST MICHIGAN AVENUE

FORMER JACOBSON'S BUILDING

COMERICA BANK

ANESTHESIA BUSINESS CONSULTANTS, LLC  
249-267 WEST MICHIGAN AND 252 W CORTLAND

CHURCH

4-014400000

MIRA MED PROPERTIES, LLC  
230 W CORTLAND

4-013900000

PARKING LOT

CORTLAND BUILDING

PARKING LOT

WEST CORTLAND STREET

PARKING LOT

PARKING LOT



SCALE 1" = 50'  
0 10 20 30 40 50 100

NOTE: AERIAL PHOTOGRAPH: 2000 AIRERAL PHOTOGRAPH OBTAINED FROM THE CITY OF JACKSON, MICHIGAN

NOTE: THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION. BOUNDARIES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

**MIRA MED PROPERTIES, LLC**  
249 - 267 WEST MICHIGAN AVENUE  
252 WEST CORTLAND  
230 WEST CORTLAND  
JACKSON, MICHIGAN

**SITE PLAN**

**ENVIROLOGIC TECHNOLOGIES, INC.**  
2960 INTERSTATE PARKWAY  
KALAMAZOO, MICHIGAN 49048  
PH: (269) 342-1100 FAX: (269) 342-4945

PROJECT NO.  
050074  
FIGURE No.

**2**

ANBUCCO 050074\_050074\_Base\_Site\_Plan\_2009.dgn\_Site Plan B

**RESOLUTION  
APPROVING AN  
OBSOLETE PROPERTY REHABILITATION DISTRICT**  
Under Public Act 146 of 2000, as Amended  
for  
**MIRAMED REVENUE GROUP**

**WHEREAS**, on June 6, 2000, Public Act 146 of 2000, known as the Obsolete Property Rehabilitation Act (the Act), was signed into law; and

**WHEREAS**, as of June 6, 2000, the City of Jackson was a qualified local governmental unit under Section 2(k) of the Act; and

**WHEREAS**, on January 26, 2010, City Council did establish Obsolete Property Rehabilitation District (OPRD) #7 for the property located at 230 West Cortland Street, Jackson, Michigan at a public hearing in accordance with Section 3 of PA 146 of 2000; and

**WHEREAS**, following the establishment of OPRD #7, applicant did submit an Application for Obsolete Property as defined in Section 2(h) of PA 146 of 2000; and

**WHEREAS**, applicant did provide a statement of items outlined in the Instructions for the Application for Obsolete Property Rehabilitation Exemption Certificate; and

**WHEREAS**, the applicant is not delinquent in any taxes, special assessments and/or fees related to the property located at 230 West Cortland Street, Jackson, Michigan; and

**WHEREAS**, applicant's rehabilitation of the facility located at 230 West Cortland Avenue, Jackson, Michigan did not occur prior to the establishment of the OPRD #7; and

**WHEREAS**, the exempt taxable value of the proposed property plus all other exempt taxable value under PA 146 of 2000 and PA 196 of 1974, does not exceed 5% of the total taxable value of the City of Jackson; and

**WHEREAS**, as of June 3, 2003, amended March 22, 2005, the City of Jackson did adopt a policy to determine eligibility requirements for establishing the OPRD Tax Incentive Period; and

**WHEREAS**, applicant has provided the City with an Application for Obsolete Property Rehabilitation Exemption Certificate with all necessary attachments; and

**WHEREAS**, the proposed rehabilitation schedule includes improvements exceeding 10% of the true cash value of the property as provided in Section 2(i) of PA 146 of 2000; and

**WHEREAS**, upon completion, the project constitutes a rehabilitated facility in accordance with PA 146 of 2000; and

**WHEREAS**, the rehabilitation of the property promises to increase commercial activity and create employment opportunities within the downtown; and

**WHEREAS**, a public hearing on the application for an OPRD Tax Exemption Certificate was held in accordance with PA 146 of 2000 on January 26, 2010; and

**WHEREAS**, the Application for Obsolete Property Rehabilitation Exemption Certificate was approved by the City Council on January 26, 2010; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby finds and determines that the Application for an OPRD Tax Exemption Certificate is in accordance with the OPRD Act (PA 146 of 2000), and is approved for 12 years; and

**BE IT FURTHER RESOLVED**, that Obsolete Property Rehabilitation District Tax Exemption Certificate (District #7) is hereby established for the property at 230 West Cortland Street, Jackson, Michigan, said property more fully described as: Parcel #4-0139; The east 50 ft 11 inches of the west 83 ft 11 inches of lots 3 & 4 Block 1 South Range 1 West of the original Plat of Jacksonburg

\* \* \* \* \*

STATE OF MICHIGAN        }  
County of Jackson        } ss  
City of Jackson           }

I, Lynn Fessel, 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 26<sup>th</sup> day of January, 2010.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 27<sup>th</sup> day of January, 2010.

\_\_\_\_\_Lynn Fessel, City Clerk



MIRAMED  
Revenue Group  
a MiraMed Global Services Company

---

991 Oak Creek Drive • Lombard, Illinois 60148-6408 • Phone: 630-424-4000  
Outside Illinois 800-837-2458 • FAX 630-424-4002

10-16-2009

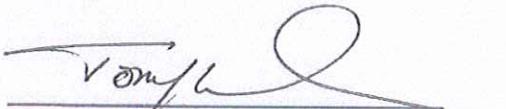
MiraMed Revenue Group, a medical collections agency based in a south-suburb of Chicago, would like to request that the City of Jackson, Michigan convene to establish an Obsolete Property Rehabilitation District concerning the property located at 230 West Cortland Avenue. This property has been proposed to be the next location of a MiraMed Revenue Group branch, and will employ fifty (50) long-term full-time employees within the first year, each earning an average wage of \$607.00 per week. This salary will vary, of course, depending on the position's requirements and administrative duties; furthermore, an additional fifty (50) jobs are scheduled for creation over the three years following our opening.

The cost for this project is approximately \$1.6 million allocated as follows:

- \$525k for software and licensing equipment
- \$175k for computers, office machinery, and other networking equipment
- \$375k for construction and renovation of the site itself
- \$100k for complete fire suppression, which the building currently lacks
- \$300k for furnishing of the entire building, including workstations
- \$125k for miscellaneous office supplies, workstation equipment, and the installation of a security system.

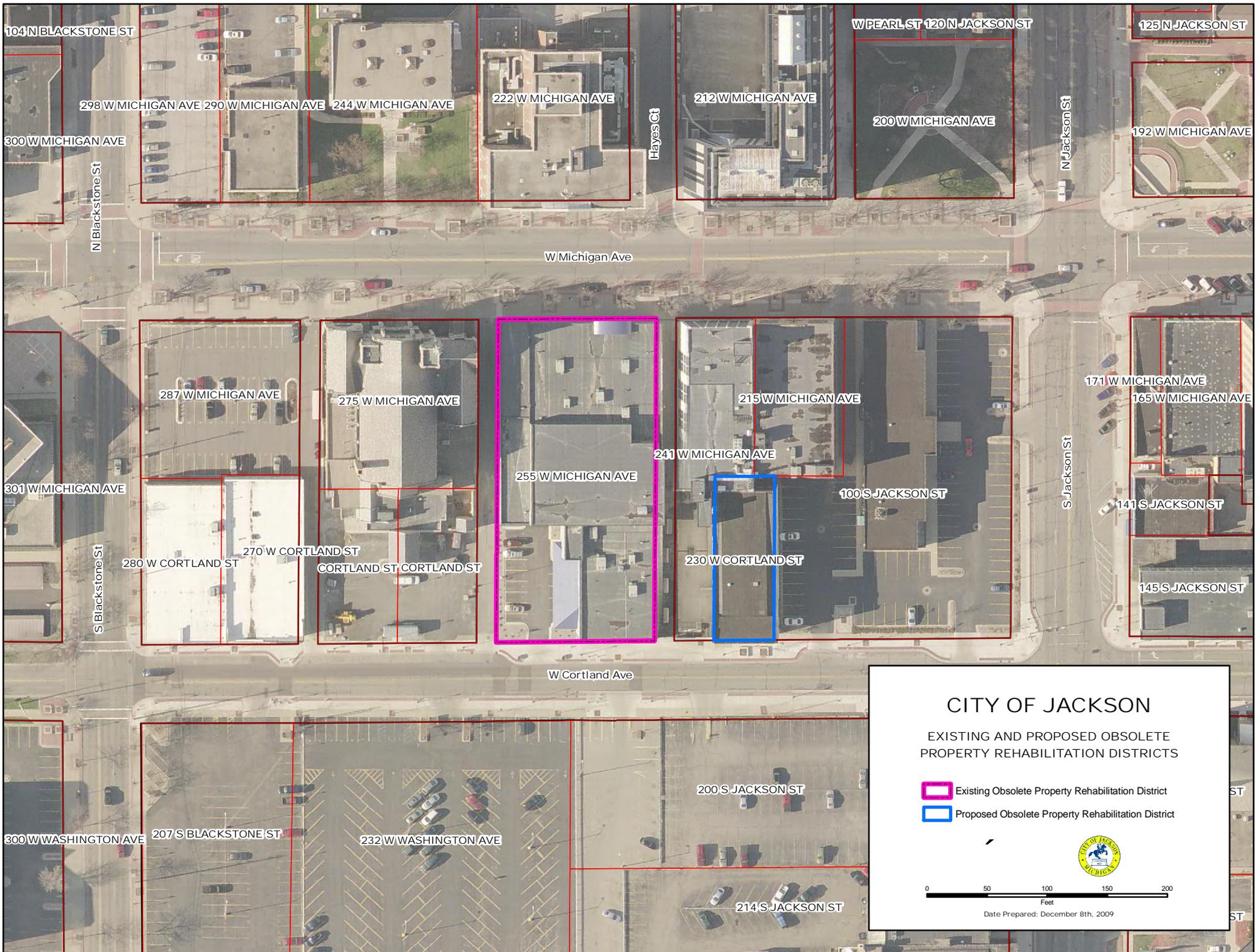
The granting of this tax abatement would help mitigate the costs of standard operations, which will in turn allow MiraMed Revenue Group to successfully achieve our growth objectives and further invest in our operations in Michigan. In addition, the creation of more than seventy full-time jobs would ease the challenges faced by an area of 15.1% unemployment as well as creating additional revenue streams for the City of Jackson, Michigan. Ideally, we would like to begin construction before December 2009 and begin operations in the building in April 2010. These dates are subject to change depending on furniture lead-in times as well as speed of construction.

Sincerely,



Tony Mira, Chief Executive Officer

[www.miramedrg.com](http://www.miramedrg.com)



104 N BLACKSTONE ST

W PEARL ST 120 N JACKSON ST

125 N JACKSON ST

298 W MICHIGAN AVE 290 W MICHIGAN AVE 244 W MICHIGAN AVE

222 W MICHIGAN AVE

212 W MICHIGAN AVE

200 W MICHIGAN AVE

192 W MICHIGAN AVE

300 W MICHIGAN AVE

N Blackstone St

Hayes Ct

N Jackson St

W Michigan Ave

287 W MICHIGAN AVE

275 W MICHIGAN AVE

215 W MICHIGAN AVE

171 W MICHIGAN AVE

165 W MICHIGAN AVE

301 W MICHIGAN AVE

241 W MICHIGAN AVE

S Jackson St

100 S JACKSON ST

141 S JACKSON ST

S Blackstone St

280 W CORTLAND ST

270 W CORTLAND ST

CORTLAND ST CORTLAND ST

255 W MICHIGAN AVE

230 W CORTLAND ST

145 S JACKSON ST

W Cortland Ave

300 W WASHINGTON AVE

207 S BLACKSTONE ST

232 W WASHINGTON AVE

200 S JACKSON ST

214 S JACKSON ST

**RESOLUTION  
APPROVING AN  
OBSOLETE PROPERTY REHABILITATION ACT TAX EXEMPTION CERTIFICATE**  
Under Public Act 146 of 2000, as Amended  
for  
**MIRAMED REVENUE GROUP**

**WHEREAS**, pursuant to Act No. 146 of 2000, the City of Jackson has the authority to establish "Obsolete Property Rehabilitation Districts" within the City of Jackson; and

**WHEREAS**, the City of Jackson is the owner and would like to establish the Obsolete Property Rehabilitation Act District on its property in the City of Jackson hereinafter described; and

**WHEREAS**, the City Council of the City of Jackson sets forth a finding and determination that the district meets the requirement set forth in section 3(1) of Public Act 146 of 2000; and

**WHEREAS**, written notice has been given by mail to all owners of real property located within the proposed district, and to the public by newspaper advertisement in the Jackson Citizen Patriot; and

**WHEREAS**, on January 26, 2010, a public hearing was held and all residents and taxpayers of the City of Jackson were afforded an opportunity to be heard thereon; and

**WHEREAS**, the City Council deems it to be in the public interest of the City of Jackson to establish an Obsolete Property Rehabilitation District as proposed;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Jackson that the following described parcels of land situated in the City of Jackson, County of Jackson, and State of Michigan, to with:

230 West Cortland Avenue Parcel #4-013900000  
The east 50 ft 11 inches of the west 83 ft 11 inches of lots 3 & 4 Block 1 South Range 1 West of the original Plat of Jacksonburg

Be and here is established as an Obsolete Property Rehabilitation District pursuant to the provision of Act No. 146 of the Public Acts of 2000 to be known as District #7.

\* \* \* \* \*

STATE OF MICHIGAN        }  
County of Jackson        } ss  
City of Jackson            }

I, Lynn Fessel, 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 26<sup>th</sup> of January, 2010.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 27<sup>th</sup> day of January, 2010.

\_\_\_\_\_Lynn Fessel, City Clerk

RECEIVED

JAN - 6 2010

Michigan Department of Treasury  
3274 (Rev. 8-07)

### Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 148 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility; (c) Description of the general nature and extent of the rehabilitation to be undertaken; (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility; (e) A time schedule for undertaking and completing the rehabilitation of the facility; (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

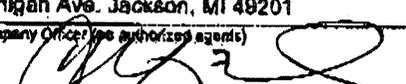
Applicant (Company) Name (applicant must be the OWNER of the facility) <b>MiraMed Properties, LLC</b>		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) <b>P.O. Box 1123 Jackson, MI 49204-1123</b>		
Location of obsolete facility (No. and street, City, State, ZIP Code) <b>230 W. Corland Ave. Jackson, MI 49201</b>		
City, Township, Village (indicate which) <b>City of Jackson, MI</b>		County <b>Jackson</b>
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>11/15/2009</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>04/01/2010</b>	School District where facility is located (include school code) <b>Jackson Public Schools -- 232132</b>
Estimated Cost of Rehabilitation <b>\$632,686.00</b>	Number of years exemption requested <b>12</b>	Attach Legal description of Obsolete Property on separate sheet
Expected project likelihood (check all that apply): <input checked="" type="checkbox"/> Increase Commercial activity <input checked="" type="checkbox"/> Retain employment <input type="checkbox"/> Revitalize urban areas <input checked="" type="checkbox"/> Create employment <input type="checkbox"/> Prevent a loss of employment <input type="checkbox"/> Increase number of residents in the community in which the facility is situated		
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment: _____		
Each year, the State Treasurer may approve 2% additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. <input checked="" type="checkbox"/>		

### APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 148 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 148 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 148 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (or authorized agents) <b>Hamid Mirafzali</b>	Telephone Number <b>(517) 787-7432</b>	Fax Number
Mailing Address <b>255 W. Michigan Ave. Jackson, MI 49201</b>		Email Address <b>tmra@MiraMedRG.com</b>
Signature of Company Officer (or authorized agents) 		Title <b>CEO</b>

### LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature	Date application received
-----------	---------------------------

FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

### LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

#### PART 1: ACTION TAKEN

Action Date: _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code

#### PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
--	---

#### PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Building(s)		
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence

#### PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	Telephone Number	Fax Number	Email Address

**Mail completed application and attachments to:** State Tax Commission  
 Michigan Department of Treasury  
 P.O. Box 30471  
 Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-3272.

**For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.**

**(a) General Description of the obsolete facility:**

The building at 230 W. Cortland Ave. was built approximately during 1910, and then remodeled in 1990. Because of its age, the original intended use was not obtainable; however, it's most recent use was as a community college. The building is three stories, with only two usable, at approximately 12,500 square feet.

**(b) General Description of the proposed use of the rehabilitated facility:**

The use of the property at 230 W. Cortland Ave. will be primarily a call center for medical collections, as well as private offices for administrative purposes. In addition, the building will also be used for the training for new employees, as well as sending and receiving correspondence.

**(c) Description of general nature and extent of the rehabilitation to be undertaken:**

Given the current classroom layout of the building, many classrooms and previously used private offices must be consolidated in order to create facilities for IT, an employee lounge, mailroom, reception area, and an open collection floor environment. This involves the destruction of several walls, replacing carpeting, painting, and laying down tiles. There are also renovations to be made to the restroom areas in order to make them handicap accessible.

**(d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility:**

- i. 5-ton ductless air conditioning unit
- ii. Fire suppression throughout building where applicable
- iii. Install (13) new electrical circuits and (50) duplex receptacles
- iv. Installing security system
- v. Rewiring the building for networking capabilities

**(e) A time schedule for undertaking and completing the rehabilitation of the facility:**

The current goal is to commence construction by November 15<sup>th</sup>, 2009, and complete installation of furniture and commence business operations by April 15<sup>th</sup> 2010.

**(f) A statement of the economic advantages expected from the exemption:**

The project has the potential to create 100+ jobs in an area of severe unemployment. This will greatly benefit the people of Jackson, and with 50 full-time jobs created within the first year, this creates an increased amount of revenue circulating around the Jackson County area. Many of the jobs will undoubtedly go to people of lower income, or who are currently unemployed. In addition, we are working largely with local businesses such as contractors, etc, which will in turn bring more people into the downtown area. Furthermore, the rehabilitation of a previously vacant building is a benefit to all parties involved.



City Assessor

161 W. Michigan Ave. • Jackson, MI 49201-1303  
(517) 788-4033 • Facsimile (517) 780-4762

October 20, 2009

Mike Ordonez  
MiraMed  
991 Oak Creek Drive  
Lombard, IL 60148

Re: Obsolescence of 230 W Cortland Street

Dear Mr. Ordonez:

An inspection of the above-referenced property was completed on September 1, 2009 by the City Assessor David Taylor. The Assessor was accompanied by Debi Koehn, Deputy City Assessor, and Brian Guth and Mike Ordonez, Project Assistants for MiraMed.

Based on my observations are the following regarding the building:

1. Building was built about 1910 as office and retail.
2. Building is a 2-1/2 story brick building with a basement.
3. The last use of this building was as a school.
4. Floor layout is inconsistent with the proposed use.
5. Electrical systems are inadequate for the proposed use.
6. Plumbing on second floor is inadequate for proposed use.
7. Building needs to be completely rewired for computer cabling.
8. The building does not have fire suppression.
9. The third floor is inaccessible except thru a hatch.

Based on the above, I would estimate 230 W Cortland Street to be more than 50% obsolete, therefore making it eligible for designation as an obsolete building.

Sincerely,

David Taylor  
City Assessor

DT:ty

cc: Barry Hicks, Economic Development Project Manager

**RESOLUTION  
APPROVING A  
PERSONAL PROPERTY TAX EXEMPTION APPLICATION**  
Under Public Act 328 of 1998, as amended by Public Act 20 of 1999  
for  
**MIRAMED REVENUE GROUP**

**WHEREAS**, the City Council of the City of Jackson recognizes the need to eliminate unemployment, spur economic growth and increase its commercial and industrial tax base by selective use of Public Act 328 of 1998 (P.A. 328), as amended; and

**WHEREAS**, the City of Jackson, as a statutorily defined distressed area, qualifies to use this Act; and

**WHEREAS**, MiraMed Revenue Group has applied for exemption of new personal property under this Act; and

**WHEREAS**, a notice of receipt (of the application) has been given, in writing, to the legislative body of each taxing unit which levies ad valorem property taxes in the City of Jackson; and

**WHEREAS**, a public hearing on the application was held by the City Council on January 26, 2010; and

**WHEREAS**, the City Council finds that MiraMed Revenue Group is an eligible business fitting into the Office Operations business category; and

**WHEREAS**, the project is located in an Eligible District, namely a Brownfield Redevelopment Authority Zone, which is within the political jurisdiction of the City of Jackson.

**NOW, THEREFORE, BE IT RESOLVED** that a Personal Property Tax Exemption is granted to MiraMed Revenue Group by the City Council of the City of Jackson for twelve (12) years. The effective date of this exemption shall begin as of the approval of this application, hereafter established as January 26, 2010, and shall cease on, or before, January 26, 2022.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to take any and all necessary actions to ensure the proper filing of this resolution with the State Treasurer and State Tax Commission.

\* \* \* \* \*

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

I, Lynn Fessel, 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 January 26<sup>th</sup>, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan on this 27<sup>th</sup> day of January, 2010.

\_\_\_\_\_Lynn Fessel, City Clerk

Michigan Department of Treasury  
3427 (Rev. 8-08)

### Application for Exemption of New Personal Property

Issued under: P.A. 328 of 1998. An exemption will not be effective until approved by the State Tax Commission.

**INSTRUCTIONS:** Read instructions on page 2 of this form before completing this application. File the original and two copies of this form and the required attachments (resolution approving, copy of legal description and a detailed description of the business operations) with the clerk of the local government unit. The State Tax Commission requires two complete sets.

#### PART 1: APPLICANT INFORMATION

1a. Applicant/Company Name (Applicant must be an ELIGIBLE BUSINESS) Mirafled Revenue Group		2. County Jackson	
1b. Company Mailing Address (No. and Street, P. O. Box, City, State, ZIP Code) 991 Oak Creek Dr. Lombard, IL 60148		3. City/Township/Village (Indicate which) City of Jackson, MI	
1c. Location of Eligible Business (No. and Street, City, State, ZIP Code) 230 W. Cortland Ave. Jackson, MI 49201		4a. Local School District Jackson Public Schools	4b. School Code 232132
5. Check each type of business in which you are engaged and provide a detailed description of the business operation on a separate sheet. <input type="checkbox"/> Manufacturing <input type="checkbox"/> Research & Development <input checked="" type="checkbox"/> Office Operations <input type="checkbox"/> Mining <input type="checkbox"/> Wholesale Trade			
6a. Identify type of ELIGIBLE DISTRICT where Eligible Business and New Personal Property will be located Downtown Development District		6b. Governing Unit that Established ELIGIBLE DISTRICT City of Jackson	
		6c. Date ELIGIBLE DISTRICT was Established 08/18/2009	
7. Name of Person in the Eligible Business to Contact for Further Information Sandy Schulte		8. Telephone Number (630) 424-4001	
9. Mailing Address 991 Oak Creek Dr. Lombard, IL 60148			

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which application is being made. The undersigned, authorized officer further certifies that the applicant is an Eligible Business as defined in P.A. 328 of 1998.

11. Name of Company Official Hemal Mirafzali		12. Title CEO	
13. Signature (No. Authorization Rights) 		14. Date	
15. Mailing Address (Include City, State and ZIP Code) 255 W. Michigan Ave. Jackson, MI 49201			
16. Email Address hmira@mirafledRO.com		17. Telephone Number (517) 787-7432	18. Fax Number

#### PART 2: LOCAL GOVERNMENT UNIT CLERK VERIFICATION

19. Name of Local Governmental Unit (Which Passed Resolution for Exemption of New Personal Property)		20. Date of Resolution (Attach Copy)	21. Expiration Date of Exemption
22. Name of Clerk		23. Date application was received by Local Unit	
24. Clerk's Signature		25. Clerk's Mailing Address	
26. Telephone Number	27. Fax Number	28. Email Address	
29. LUCI Code	30. School Code	31. Date District was Established	

STATE TAX COMMISSION USE			
Application No.	Date Accepted	LUCI Code	Local Code

MiraMed Revenue Group is a collection agency that is engaged only in the activity of collecting third-party debts.



# City Planning Commission

Staffed by the Region 2 Planning Commission (R2PC)  
120 W. Michigan Avenue • Jackson, MI 49201  
Phone (517) 788-4426 • Fax (517) 788-4635

January 26, 2010

Honorable Mayor and City Council  
City of Jackson, Michigan

Subject: **PC 09-15 – Zoning ordinance text amendments adding regulations governing wireless telecommunication facilities**

Dear Mayor and Councilpersons:

The City Planning Commission recently considered various text amendments to the zoning ordinance regarding the wireless telecommunication facilities needed to send out and receive cell phone transmissions. The amendments, if approved, will limit the number of wireless telecommunication towers in the City and establish requirements regarding their height, setback, maintenance, and landscaping. The amendments will also allow the collocation of wireless telecommunication antennas on existing buildings and structures while establishing additional regulations for towers and antennas proposed in residential areas.

The City Planning Commission held a public hearing on the proposed amendments at its Wednesday, January 6, 2010, meeting. The amendments now come to City Council for public hearing and possible action. The Planning Commission and its staff recommend approval of the amendments. An ordinance is attached for your consideration along with the notice for public hearing, the staff report, and the draft minutes of the January 6, 2010 meeting of the City Planning Commission.

If you have any questions, please do not hesitate to contact me at 768-6711.

Sincerely,

Grant E. Bauman, AICP  
Principal Planner



# City Planning Commission

Staffed by the Region 2 Planning Commission (R2PC)  
120 W. Michigan Avenue • Jackson, MI 49201  
Phone (517) 788-4426 • Fax (517) 788-4635

Wednesday, January 6, 2010

## PC 09-15 - Text Amendment Staff Report

### General Information

#### Applicant

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

#### Request

The City is considering amendments to the zoning ordinance which add regulations governing wireless telecommunication facilities. Those facilities are needed to send out and receive cell phone transmissions.

#### Current Regulations

The City currently classifies wireless telecommunication towers as a type of radio and television broadcasting studio with transmitter, a poor substitution. No regulations apply to wireless telecommunication antennas.

#### The Proposed Amendments

The proposed ordinance is divided into several sections.

**Section 1** — Section 1 adds pertinent definitions to Sec. 28-5 of the Zoning Ordinance.

**Section 2** — Section 2 adds Sec. 28-134.1, which regulates wireless telecommunication facilities, to the Zoning Ordinance. The new section addresses the following issues:

- **Purpose** — The aim of the proposed regulations is to regulate wireless telecommunication facilities in order to protect the health, safety, and welfare of the public and to promote the development of the local wireless telecommunication marketplace.
- **Wireless telecommunication towers** — The aim of the proposed regulations is to:
  - Limit the number of towers erected in Jackson,
  - Require monopole towers,
  - Limit tower height to 160 ft unless otherwise approved,
  - Permit only 1 tower per lot unless otherwise approved,
  - Prohibit the placement of a tower in a front yard unless otherwise approved,
  - Require towers to be set back from property lines,
  - Set maintenance and removal standards for towers,

- Limit tower signs to those required by law and require towers to have a neutral color,
  - Require equipment shelters to be compatible with existing buildings/structures, and
  - Require landscaping and fencing around the tower and equipment shelters,
- **Co-location of wireless telecommunication antennas** — The aim of the proposed regulations is allow for antennas to be placed on existing buildings or structures as long as they do not exceed the height of the host building/structure, unless otherwise approved. An antenna placed on an existing building/structure is exempt from height restrictions as long as it does not exceed the height of the building.
  - **Wireless telecommunication facilities in residential areas** — The aim of the proposed regulations is to allow the placement of wireless telecommunication antennas on multi-family buildings and other non-residential buildings in residential districts and wireless telecommunication towers on public property within residential districts. Both proposals require site plan review by the City Planning Commission.
  - **Written decisions are required** — The aim of the proposed regulations is to require that any decision denying a wireless telecommunications request must be in writing and supported by evidence.

**Section 3** — Section 3 adds wireless telecommunication facilities located in residential districts to the listing of land uses requiring site plan review by the City Planning Commission.

### **Staff Analysis/Findings**

The Zoning Ordinance needs to accommodate wireless telecommunication facilities. Requests for additional towers and the mounting of antennas on existing structures are sure to come as cell phone use increases. For example, Metro PCS asked the City for permission to install an antenna on Nelson Towers last year and will soon apply for a tower within Sparks Foundation (Cascades) County Park

The CPC considered text amendments addressing cell towers and cell antennas on October 7, 2009. However, a presentation made that night by T.J. Garrett, Hawley Law Firm PLC, led commissioners to table consideration of that legislation and direct staff to look into the issue further. Ms Garrett also provided staff with several ordinances from other communities which address wireless telecommunication facilities. The ordinance summarized above resulted from those resources.

Staff recommends **APPROVAL** of the proposed ordinance which adds regulations governing wireless telecommunication facilities to the zoning ordinance.



# City Planning Commission

Staffed by the Region 2 Planning Commission (R2PC)  
120 W. Michigan Avenue • Jackson, MI 49201  
Phone (517) 788-4426 • Fax (517) 788-4635

## PC 09-15 Notice of Public Hearing

The Jackson City Planning Commission and Jackson City Council will hold public hearings to consider text amendments to the City's Zoning Ordinance. This notice was prepared and distributed in accordance with Sec. 103 of the Michigan Zoning Enabling Act (MCL 125.3103).

### **The request was made by:**

The City of Jackson  
161 W. Michigan Avenue  
Jackson, MI 49201

### **The Proposed Text Amendments:**

The purpose of the proposed regulations is to regulate the placement, construction, and modification of wireless telecommunication antennas and wireless telecommunication towers in order to protect the health, safety, and welfare of the public, while at the same time not unreasonably interfering with the development of the competitive wireless telecommunication marketplace in Jackson. Several definitions will be added to Section 28-5 and a new section will be created in Article IV to house the new regulations.

### **The Effect of Adopting the Text Amendments:**

The proposed amendments will address cell phone towers and cell phone antennas in a comprehensive manner. For example, cell towers are currently regulated as "radio and television broadcasting studios with transmitter" (Sec. 28-71 (128) a). There are no regulations regarding cell antennas attached to buildings.

### **Reason for the Text Amendments:**

A request by Metro PCS earlier this year to install cell antennas at Nelson Towers prompted the proposed amendments.

You are invited to attend the public hearings to be held on:

**City Planning Commission — Wednesday, January 6, 2010 at 7:00 pm**

**City Council — Tuesday, January 26, 2010 at 7:00 pm**

The meetings will be held in the  
**City Hall Council Chambers, 2nd floor**  
**161 W. Michigan Avenue**

Please contact Grant Bauman at (517) 768-6711 to view, ask questions about, or comment upon the proposed text amendments.

By: \_\_\_\_\_

Grant E. Bauman, AICP  
R2PC Principal Planner

ORDINANCE 2010 - \_\_\_\_\_

An Ordinance amending Chapter 28 of the Code of Ordinances, City of Jackson, adding regulations governing Wireless Telecommunication Facilities.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That the following definitions be added to Chapter 28, Section 28-5, of the Code of Ordinances, City of Jackson, Michigan:

*Wireless Telecommunication Facility* means the following equipment:

- (1) *Wireless Telecommunication Antenna* means an antenna and associated equipment mounted to a building or other structure for the purpose of broadcasting wireless telecommunication transmissions.
- (2) *Wireless Telecommunication Tower* means a separate structure fastened to an independent foundation, not mounted to a building or structure, for the sole purpose of mounting wireless telecommunication antennas, excluding non-commercial radio and television antennas.

*Multiple-Family Residential Complex* means a multiple-family residential building or buildings with six or more dwellings, which triggers the need for site plan review before the City Planning Commission.

Section 2. That the following section be added to Chapter 28 of the Code of Ordinances, City of Jackson, Michigan:

**Sec. 28-134.1. Wireless Telecommunication Facilities**

Wireless telecommunication facilities must conform with and are subject to the following:

- (a) Purpose. The purpose of these regulations is to regulate the placement, construction, and modification of wireless telecommunication antennas and wireless telecommunication towers in order to protect the health, safety, and welfare of the public and to promote the development of the competitive wireless telecommunication marketplace in Jackson. The specific purposes are as follows:
  - (1) To regulate the location of wireless telecommunication antennas and wireless telecommunication towers in the City;
  - (2) To strongly encourage the location of wireless telecommunication towers in nonresidential areas given the significantly high level of city lots having an area of less than a quarter of an acre;
  - (3) To protect residential areas, land uses, and property values, from any potential adverse impact of wireless telecommunication antennas and wireless telecommunication towers;
  - (4) To minimize any adverse visual impact of wireless telecommunication antennas and wireless telecommunication towers through careful design, siting, landscaping, and innovative camouflaging techniques;
  - (5) To promote and encourage shared use/co-location of wireless telecommunication antennas as a primary option rather than construction of additional wireless telecommunication towers;

- (6) To avoid potential damage to property caused by wireless telecommunication antennas and wireless telecommunication towers by ensuring such structures are carefully designed, constructed, modified, maintained, and removed when no longer used or determined to be structurally unsound; and
  - (7) To ensure that wireless telecommunication antennas and wireless telecommunication towers are compatible with surrounding land uses.
- (b) Wireless telecommunication towers
- (1) Limitation on new support structures. It is the City's policy to minimize the proliferation of new wireless telecommunication towers in favor of the co-location of wireless telecommunication antennas on existing buildings and structures. Accordingly telecommunication tower applicants must do the following:
    - a. Show evidence of a lease with a telecommunication provider at the time of application.
    - b. Demonstrate that co-location on an existing structure is not adequate or is not reasonably feasible.
  - (2) Monopole design required. All wireless telecommunication towers, unless otherwise provided, must have a monopole, unipole or similar non-lattice, single vertical structure design and must be further designed to accommodate at least four (4) wireless telecommunication antennas. The applicant must submit an affidavit sealed by a design engineer registered in the State of Michigan attesting that the support structure can support the number of wireless telecommunication antennas specified by the design. The site plan for any new wireless telecommunication tower must expressly state that the tower must be erected and available for co-location, and must also show the proposed location of the applicant's and co-locators' equipment shelters and related facilities.
  - (3) Maximum height. Wireless telecommunication towers must not exceed 160 feet in height, as measured from the average grade at the base of the tower to the top of the wireless telecommunication antenna. The height of a tower may be extended by ten (10) feet for each additional co-located antenna beyond the minimum of four (4). In no case may the height be increased to a height greater than 195 feet or exceed any applicable height limitation established by county, state, or federal regulations.
  - (4) One wireless telecommunication tower per lot. Only one (1) wireless telecommunication tower may be located on a single lot.
  - (5) Location on lot. If located on the same lot as another permitted use, a wireless telecommunication tower may not be located in a front yard, except that the Zoning Board of Appeals may approve a tower utilizing camouflage or stealth design for location in a front yard if it determines that location will better facilitate a satisfactory and harmonious relationship with existing and prospective development of contiguous land and the adjacent neighborhood.
  - (6) Setbacks. Wireless telecommunication towers must meet one of the following setback requirements from the lot line:
    - a. Telecommunication towers must be set back a distance not less than one-half of its height or 65 feet, whichever is greater. However, when wireless telecommunication facilities are located on premises which abut a lot that is

residentially zoned, the minimum setback from the lot line abutting the residentially zoned lot must be equal to the height of the tower.

- b. Telecommunication towers must be set back a distance not less than the collapse area of the tower as specified by the manufacturer and verified in an affidavit sealed by a design engineer registered in the State of Michigan.

All telecommunication tower setbacks must be measured from the base of the tower to the residential lot line.

- (7) Maintenance and removal. Wireless telecommunication towers must be installed and maintained in accordance with manufacturers' specifications and the building code. Upon discontinuance or cessation of use of more than 180 days, the facility must be removed by the owner. Accordingly, telecommunication tower applicants are required to file a removal affidavit with the registrar of deeds stating that towers will be removed if their use is ceased or discontinued for more than 180 days.
  - (8) Signs. No sign may be attached to or displayed on a wireless telecommunication tower unless required by county, state, or federal law or regulation. No signals or lights or other means of illumination may be permitted on a facility unless required by county, state, or federal law or regulation. The tower must have a neutral color intended to blend with the surroundings.
  - (9) Equipment shelters. If the wireless telecommunication facility is located on a site which is already improved with other buildings and/or structures, and an equipment shelter is proposed, the equipment shelter must be constructed with exterior facade materials compatible with those buildings and/or structures.
  - (10) Landscaping and Fencing. The wireless telecommunication tower and the applicant's and co-locators' equipment shelters and related facilities must be screened by a 6-ft high opaque fence constructed of materials compatible with the surrounding area. One (1) thirty-six-inch-high evergreen shrub must also be planted every ten (10) lineal feet along the outside perimeter of the fence.
- (c) Co-location of wireless telecommunication antennas
- (1) Existing buildings and structures. Wireless telecommunication antennas may be installed on existing buildings or structures provided such antennas do not exceed the height of the building unless otherwise authorized by the Zoning Board of Appeals.
  - (2) Exemption from setbacks. Any wireless telecommunication antenna mounted on an existing building or structure which does not increase the height of the building or structure is exempt from the setback requirements of subsection (b) 6.
- (d) Wireless telecommunication facilities in residential districts

Wireless telecommunication facilities located in residential districts require site plan review by the planning commission and must meet one of the following additional requirements:

- (1) Existing multiple-family residential complex or non-residential building or structure. The wireless telecommunication antenna must be mounted directly onto an existing multiple-family residential complex or non-residential building in a manner that does not increase the height of the building. The facility must

consist of a material or color which is compatible with the exterior facade of the building.

- (2) New wireless telecommunication tower on public property. The wireless telecommunication tower must be located on public property. Any tower located on public property must utilize camouflaged or stealth designed poles or existing environmental features as screening. All such facilities located on public property must meet the setback requirements of subsection (b) 6.

- (e) Written decisions are required

Any decision denying a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

Section 3. That the following be added to the listing of buildings, structures and uses requiring review by the planning commission to Chapter 28, Section 28-152 (1), of the Code of Ordinances, City of Jackson, Michigan:

- g. Wireless telecommunication facilities located in residential districts (see Sec. 28-134.1 for additional regulations).

Section 4. This Ordinance takes effect thirty (30) days from the date of adoption.



# City Planning Commission

Staffed by the Region 2 Planning Commission (R2PC)

120 W. Michigan Avenue • Jackson, MI 49201

Phone (517) 768-6711 • Fax (517) 788-4635

## DRAFT MEETING MINUTES

### Wednesday, January 6, 2010

Council Chambers, City Hall

**Members present:** Patrick Colligan; Ryan Doll; John Guidinger, Secretary; Jeanne Kubish; Chris Lewis, Interim City Manager; Clyde Mauldin, Chairman; John Polaczyk, City Council; and Sheila Troxel

**Members absent:** Karen Dunigan, Mayor

**Staff present:** Grant Bauman, R2PC Principal Planner; Frank Donovan, Chief Building Official; Susan Murphy, Deputy City Attorney; and Charles Reisdorf, R2PC Executive Director

#### Item 1 Call to order

Chairman Mauldin called the meeting to order at 7:00 p.m.

#### Item 2 Pledge of allegiance

Those in attendance rose for the pledge of allegiance.

#### Item 3 Consideration of approval of the December 2, 2009 meeting minutes

A motion was made by Comm. Kubish, and supported by Comm. Doll, to approve the City Planning Commission meeting minutes for December 2, 2009.

*The motion passed by unanimous voice vote.*

#### Item 4 PC09-15 – Consideration of a text amendment for wireless communication facilities

Mr. Bauman presented the staff recommendation for a zoning ordinance amendment addressing wireless communication facilities (please see the staff recommendation).

Chairman Mauldin opened the public hearing. Andy Dotterweich, a city resident and chair of the Zoning Board of Appeals, spoke in favor of the amendment, but recommended the revision of several provisions. Ms T.J. Garrett, representing Metro PCS, spoke in favor of the amendment and offered suggestions which addressed Mr. Dotterweich's comments. The public hearing was closed. Planning Commissioners discussed each of the comments offered by Mr. Dotterweich and Ms Garrett and revisions were drafted to address each concern.

A motion was made by Comm. Polaczyk, and supported by Comm. Lewis, to recommend adoption of the text amendment to the City Council as revised by the Planning Commission during the meeting.

*The motion passed by the following vote: Yeas – 8 (Colligan, Doll, Guidinger, Kubish, Lewis, Mauldin, Polaczyk and Troxel), Nays – 0, Absent – 1 (Dunigan)*

### **Item 5 2010 – 2011 CDBG and HOME Program**

Information on project and program submittals for funding under the Community Development Block Grant (CDBG) and HOME federal funding programs was distributed during the meeting. Planning Commissioners discussed the means of identifying and expressing comments on proposals for funding.

A motion was made by Comm. Polaczyk, and supported by Comm. Kubish, that Planning Commissioners review the proposals and offer comments individually, if they wish, at the public hearing or to their City Council representative.

*The motion carried by unanimous voice vote.*

### **Item 6 Election of officers**

Chairman Mauldin opened the floor for nominations for the position of Chair of the City Planning Commission. Commissioner Doll was nominated. There were no other nominations.

A motion was made by Comm. Guidinger, and supported by Comm. Kubish, to close the nominations and cast a unanimous ballot for Comm. Doll as Chair.

*The motion passed by unanimous voice vote.*

Chairman Mauldin opened the floor for nominations for the position of Vice-Chair. Comm. Guidinger was nominated. There were no other nominations.

A motion was made by Comm. Polaczyk, and seconded by Comm. Kubish, to close the nominations and cast a unanimous ballot for Comm. Guidinger as Vice-Chair.

*The motion passed by unanimous voice vote.*

### **Item 7 2010 CPC meeting schedule**

Staff distributed a corrected meeting schedule for 2010.

A motion was made by Comm. Polaczyk, and supported by Comm. Guidinger, to receive the corrected meeting schedule.

*The motion carried by unanimous voice vote.*

### **Item 8 Other business**

1. Staff distributed a report entitled "Mechanic Street Historic District". The report is the expression of a proposal from the Historic District Commission to establish the Mechanic Street Historic District. Planning Commissioners were asked to review the report and be prepared to discuss it at the February meeting. The report will appear on the agenda.
2. The Planning Commission expressed its appreciation to retiring Director Charles Reisdorf for his years of service. Mr. Reisdorf thanked the Planning Commission for the opportunity to serve and expressed his appreciation for the Planning Commission as it endeavors to create a better community in the future.

**Charles Reisdorf**  
**Recording Secretary**



City Clerk

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

January 20, 2010

**TO:** Honorable Mayor and City Councilmembers

**FR:** Lynn Fessel, City Clerk *Lynn Fessel*

**RE:** Liquor Control Commission Resolution Regarding the Request to Transfer Ownership of 2009 Class C Licensed Business with Dance-Entertainment Permit, Located at 1715 E. Michigan, from the Garage Billiards, Inc., to Lions Paw, Inc., and Requests new Official Permit (Dance-Entertainment) for Weekdays, 2:30 a.m. to 5:00 a.m.

---

I received the attached Local Approval Notice/Resolution from the State Liquor Control Commission regarding the subject request, distributed it to various departments, and received the following responses.

The City Police, Fire, and Treasury Departments have no objections.

Initially the Inspection Department objected until an inspection had taken place to insure compliance with the Michigan Building Code. On December 17, 2009 code violations were cited and upon re-inspection on January 12th all violations have been corrected.

The Jackson County Health Department required the applicant to apply for a license and possible plan review. On January 19<sup>th</sup>, the County Health Department indicated that the applicant is in compliance with their requests.

Therefore, I recommend the resolution be adopted with the request considered for approval.

Thank you.

LF/aa

Attachment

C: City Manager



Michigan Department of Energy, Labor & Economic Growth  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
 7150 Harris Drive, P.O. Box 30005  
 Lansing, Michigan 48909-7505

<b>FOR MLCC USE ONLY</b>	
Request ID #	<u>527318</u>
Business ID #	<u>221554</u>

*Handwritten:* 10-22-09

**LOCAL APPROVAL NOTICE**  
 [Authorized by MCL 436.1501]

October 15, 2009

**TO:** Jackson City Council  
 Attn: Clerk  
 161 W Michigan Avenue  
 Jackson, MI 49201-1303

**RECEIVED**  
 CITY of JACKSON  
 OCT 26 2009  
 CLERK'S OFFICE  
 BY \_\_\_\_\_

**APPLICANT:** Lions Paw Inc.

**Home Address and Telephone No. or Contact Address and Telephone No.:**  
 Contact: Jason Fuller, 715 N State, Jackson, MI 49202, H(517) 787-9198, (517) 499-9945

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

10-22-09

### RESOLUTION

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
(Regular or Special) (Township Board, City or Village Council)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ P.M.

The following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

**That the request to** Transfer Ownership of 2009 Class C Licensed Business with Dance-Entertainment Permit, located at 1715 E Michigan, Jackson, MI 49202, Jackson County, from The Garage Billiards, Inc. to Lions Paw Inc; and Requests New Official Permit (Dance-Entertainment) for Weekdays, 2:30 a.m. to 5:00 a.m.

be considered for \_\_\_\_\_  
(Approval or Disapproval)

#### APPROVAL

#### DISAPPROVAL

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

It is the consensus of this legislative body that the application be:

\_\_\_\_\_ for issuance  
(Recommended or Not Recommended)

State of Michigan \_\_\_\_\_)

County of \_\_\_\_\_)

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

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
(Township Board, City or Village Council) (Regular or Special)

meeting held on \_\_\_\_\_  
(Date)

(Signed) \_\_\_\_\_  
(Township, City or Village Clerk)

SEAL

\_\_\_\_\_  
(Mailing address of Township, City or Village)

ORDINANCE 2010 - \_\_\_\_\_

An Ordinance amending Chapter 25, Code of Ordinances, City of Jackson, Michigan to add Section 25-31 that will authorize issuing citations to district court, impounding of vehicles, or immobilizing of vehicles where the owner of the vehicle has six or more unanswered parking tickets.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

State law authorizes the City to regulate the impounding and immobilizing of vehicles whose owner has six or more unanswered parking tickets. State law also allows for the City to issue citations to the district court for similar violators. The City's Parking Plan provides for these methods but should be set forth in the City Ordinance as the methods for recovering the fines and costs for unanswered parking tickets.

Section 2. That Chapter 25, of the Code of Ordinances, City of Jackson, Michigan be added to read as follows:

25-31. Multiple Parking Violations

a. Issuance of citation

The City Clerk or Designee, through the City Attorney's office, may take district court action, under the Michigan Motor Vehicle Code, being MCL 257.321a (7)(b), or any amendment thereof, to bring a person who has six (6) or more unanswered parking tickets before the Jackson County District Court to enforce the payment of the parking ticket fines. The decision to proceed with a district court action does not limit the City's ability to use other methods to obtain payment of parking ticket fines.

b. Impoundment or Immobilization

The City Clerk or Designee may impound or immobilize any vehicle of an owner who has failed to answer 6 or more parking tickets consistent with the authority in MCL 257.606, or any amendment thereof. The vehicle may remain impounded or immobilized until the owner has paid the fines for all unanswered parking tickets or addressed the issues with the Jackson County District Court. Any vehicle which remains immobilized for more than 3 days may be towed and stored at the owner's expense.

If the owner seeks to recover the vehicle while the parking tickets are being addressed by the Jackson County District Court, the owner must post a cash deposit in the total amount of the fines for the unanswered parking tickets plus any costs for the impounding/immobilizing or \$500, whichever is less. Upon the posting of the cash deposit, the vehicle must be released pending the conclusion of the district court action.

Impounding or immobilizing a vehicle does not limit the City's ability to use other methods to obtain payment of parking ticket fines.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.



City Clerk

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4025 — Facsimile: (517) 788-4651

January 19, 2010

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Angela Arnold, Deputy City Clerk 

**RE:** Final Adoption of Ordinance No. 2010.02

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Attached is Ordinance No. 2010.02, which amends Chapter 5, Section 5-3, modifying the requirements for building demolition. This Ordinance was approved by City Council on January 12, 2010.

Please place this item on the Council's January 26th agenda for final adoption.

Attachment

C: Christopher Lewis, Interim City Manager  
Carol Konieczki, Community Development Director  
Julius Giglio, City Attorney  
Susan Murphy, Deputy City Attorney

ORDINANCE 2010 - 02

An Ordinance amending Chapter 5, Section 5-3, Code of Ordinances, City of Jackson, Michigan to modify the requirements for building demolition.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Chapter 5, Section 5-3, of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

Sec. 5-3. Demolition of structures.

The purpose of this ordinance is to provide a clean, level, seeded, build-able site at the conclusion of the demolition process. Whenever a structure is demolished or removed, the person, firm, or corporation doing such demolition or removal must do all of the following:

A. Before Demolition

- (1) Submit a completed demolition permit application and pay the appropriate fee before beginning demolition.
- (2) Arrange for proper abandonment of all utility services before beginning demolition.

B. During Demolition

- (1) Demolish the entire structure including all appurtenances attached to or part of the structure being demolished.
- (2) Remove all footings, foundations, basement walls, and basement floors from the site.
- (3) Remove all concrete, masonry, and asphalt from the site excluding public sidewalks, street curbs, and driveway approaches in the city right of way.
- (4) Remove all debris from basements, part basements, and foundation excavations from the site.

C. After Demolition

- (1) Have all basement and foundation excavations inspected by the city inspection department before beginning any backfilling.
- (2) Plug all existing sewer laterals and record the location of the sewer plug with measured dimensions on the demolition permit checklist.
- (3) Backfill all excavations with clean fill and compact to prevent settling.
- (4) Remove all paper, wood, rubbish, and debris from the site before final site restoration.
- (5) Grade the site so that it is suitable for mowing with a push mower, free of rocks, voids, and pockets, having 3" of topsoil and seeded with a climate appropriate grass seed, and covered with straw.

- (6) Repair and reseed any damage to the area between the curb and sidewalk caused by demolition and removal activities consistent with item C (5) above.
- (7) Replace or repair all public sidewalks, curbs, drive approaches, curb stops, or city owned property damaged during demolition.
- (8) Submit a completed demolition permit checklist to the inspection and engineering departments.

D. Exception

The building department may allow, in writing, for a basement and foundation to remain for reconstruction of a structure if the reconstruction will begin immediately following demolition and if the basement and foundation comply with the current building codes. The building department may require third party certification of the basement, foundation, and walls before approval.

Section 2. This Ordinance takes effect thirty (30) days from the date of adoption.



161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4160 — Facsimile: (517) 788-4639

**DATE:** January 20, 2010  
**TO:** Christopher W. Lewis, Interim City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**RE:** Recommended 2011-2014 TIP

At the March 24, 2009 City Council meeting a resolution was adopted accepting the street plan for the fiscal year 2010-2013 Transportation Improvement Plan (TIP). Due to the Federal Stimulus Program, MDOT cancelled the FY 2010-2013 TIP and said a FY 2011-2014 TIP would be developed so the March 24 resolution became void. At the October 20, 2009 City Council meeting I submitted a list of streets for the development of the FY 2011-2014 TIP seeking Council input.

On December 3, 2009 a subcommittee of the JACTS Technical Committee met to develop a draft list of Federal aid projects to be funded by the Surface Transportation Program. The subcommittee also revised 2010 of the current TIP. Below is a list of streets for 2010-2014:

<u>Fiscal Year 2010:</u>	<u>Total Construction:</u>	<u>Federal Funds:</u>
North Street	\$648,000	\$ 518,400
North Street	\$481,000	\$ 384,800
JCRC Spring Arbor Rd. Phase I		\$ 488,800
JTA Shelter		\$ 21,368
JTA Medium Bus		\$ 80,000
		<u>\$1,493,368</u>
 <u>Fiscal Year 2011:</u>		
Ganson: West to Steward	\$688,000	\$ 550,400
Ganson: Wisner to West	\$223,000	\$ 178,400
Ganson: Steward to Jackson	\$287,000	\$ 229,600
Fourth St.: Morrell to Michigan	\$253,960	\$ 203,168
JCRC Spring Arbor Rd. Phase II		<u>\$ 331,800</u>
		<u>\$1,493,368</u>
 <u>Fiscal Year 2012:</u>		
High St: Cooper to Losey	\$611,000	\$ 488,800
JCRC Michigan Ave. Phase I		<u>\$1,052,356</u>
		<u>\$1,541,156</u>

<u>Fiscal Year 2013:</u>	<u>Total Construction:</u>	<u>Federal Funds</u>
Fourth St: Linden to Griswold	\$597,288	\$ 477,830
JCRC Michigan Ave. Phase II		<u>\$1,112,643</u>
		\$1,590,473

Fiscal Year 2014:

West: Bloomfield to High	\$613,000	\$ 490,400
West: Morrell to Michigan	\$420,625	\$ 336,500
JCRC County Farm Rd.		<u>\$ 814,468</u>
		\$1,641,368

With your concurrence, I request that the above list of major streets be submitted for City Council. It should be noted that each of these City streets will have assessments associated with the construction project.

If you have any questions, please do not hesitate to contact me.

JD:sms

c: Randall T. McMunn, P.E., Assistant City Engineer  
Troy R. White, P.E., Civil Engineer II  
Lucy Schultz, Accounting Manager  
Steve Duke, R2PC

**Carl L. Breeding**

**Vice Mayor/1<sup>st</sup> Ward City Councilmember**

1124 South Milwaukee Street • P. O. Box 361 • Jackson, Michigan 49204

Phone 517-784-3036 517-262-6225 e-mail [clbreeding@justice.com](mailto:clbreeding@justice.com)

**January 22, 2009**

**To: Jackson City Council Members - Care of the City Clerk**

**My available dates and times have not been compatible with the dates scheduled for meetings of the Council's City Affairs Committee.**

**Most of the time my available dates/times do not impact the selection of the Committee's meeting dates.**

**Therefore, I am resigning as a member of Council's City Affairs Committee effective 01/26/10.**

**Please placed the acceptance of my resignation on the 1/26/10 Consent Calendar**

**Carl L. Breeding**



# Department of Community Development

161 W. Michigan Avenue • Jackson, MI 49201-1303 •  
Facsimile (517) 768-5832

Administrative Services  
(517) 788-4060

Building Inspection  
(517) 788-4012

Financial Services  
(517) 788-4058

Rehabilitation Services & Information  
(517) 788-4070

DATE: January 21, 2010

TO: Christopher W. Lewis, City Manager

FROM: Carol Konieczki, Community Development Director

SUBJECT: **Authorization of the Mayor and City Clerk to execute the proposed Purchase Agreement and authorization for the City Attorney to make minor modifications to the agreement**

Over the course of the last six years, Mr. Pat Gillespie (Carnegie Place, LLC), and City staff have entered into various stages of negotiation regarding the City owned vacant property located north of the Hayes Hotel and west of the Jackson District Library, herein referred to as the "Property." During this period of time, Mr. Gillespie has negotiated with two previous City Managers, and several changes of staff within the Community Development Department. Shortly after Mr. Lewis took on the position as Interim City Manager, a meeting took place with Mr. Gillespie for he and Mr. Lewis to become acquainted and discuss the proposed project for the downtown vacant property. Subsequently, several more meetings have taken place and Mr. Gillespie is now prepared to make the following offers for the Property:

### **Option Agreement:**

- An Agreement shall be in existence for a period of sixty (60) months. Purchaser (Carnegie Place, LLC) may elect to acquire the Optioned Property at any time during the term of the Agreement by giving Seller notice of its election to purchase all or a portion of the Optioned Property at any time during the term of this Agreement.
- The purchase price of the Optioned Property shall be One Hundred Dollars (\$100.00). If less than the entire amount of the Optioned Property is purchased at any one time, Purchaser shall pay a proportionate purchase price based on the size of the property to be purchased in relation to the entire Optioned Property.
- Purchaser agrees to use commercially reasonable efforts to market the Optioned Property to retail, office, commercial and residential users in hopes of developing the Site and promoting downtown Jackson, Michigan. During the option period, Purchaser shall have the exclusive right to market the Optioned Property through the use of signage on the site, billboards, website, fliers, mailers, and any other media or marketing tools. Seller shall be allowed to install signage as shown on the Property. Signs cannot exceed the maximum square footage as provided by the City of Jackson sign ordinance unless a variance is obtained. Seller shall pay 50% of the costs associated with the on-site signage, and said total costs shall not exceed \$5,000.00.

## **Purchase Agreement:**

- **Purchase Price and Terms of Payment:** The purchase price of the property shall be One Hundred and <sup>00</sup>/<sub>100</sub> Dollars (\$100.00), the full amount of which shall be paid by Purchaser to Seller in cash or certified funds at the time of closing.
- **Taxes:** The parcel will be exempt from taxation with an assessed value of zero (0) (including special assessments) at the time of closing. Purchaser understands that the parcel shall be placed on the appropriate tax rolls on the 31<sup>st</sup> day of December, immediately following the sale of said parcel.
- **Closing:** Closing shall take place within 30 days of exercise of the Option to Purchase
- **Special Conditions:** Environmental Purchaser shall receive at Seller's expense (subject to the availability of US EPA grant funds), a Phase I and Phase II environmental investigation to determine whether the Property can be used for the Purchaser's intended use.
- **Renaissance Zone:** Developer may apply for designation by the Michigan Strategic Fund of Property as a Renaissance Zone. To receive the designation will require the independent approvals of the application and/or the Project plan by the Jackson City Council, Downtown Development Authority of Jackson, Jackson Economic Development Corporation, and the Michigan Strategic Fund. If Developer applies for a Renaissance Zone designation, City Administration reserves the right to oppose such a designation if it is not in the best interest of the City. If City Administration opposes designation of a Renaissance Zone, and if such designation is not approved by City Council, Developer may terminate this agreement in writing within thirty (30) days of receipt of City Administration's notice of opposition. If Developer terminates this agreement, Developer will convey the Property back to the City at no cost.

## **Development Agreement**

Developer will develop Mixed Use Buildings upon the Property in compliance with all-applicable building codes, zoning, and other restrictions of record.

- **Development Size And Investment** The Mixed Use Buildings shall accommodate multiple residential and commercial uses, which may include business enterprises, entertainment venues, urban residential for sale, urban residential for rent, hospitality, and other enterprises providing surrounding residences and business with various neighborhood services, such as restaurants, banking, convenience stores, medical care, and health and beauty salons ("Mixed Use Buildings"). Development of the above Property shall create private investment of not less than \$2,000,000.00 in real and personal property on the Property.
- **Performance Dates:**
  - a) Commencement of the Development of the Property must be initiated within two years from the date of closing;
  - b) Completion of the Development shall occur within seven years from the date of closing.
  - c) City acknowledges that the Development will be built in phases and will consist of several independent buildings which will be constructed as the commercial real estate market and demands dictate. "Commencement of Development" means that the necessary permits and approvals for the first building have been obtained, all construction contracts signed, construction financing, if any, will be



arranged, all site preparation completed, and actual physical Development activity will be underway.

- d) "Completion of the Development" shall mean that the structure constructed on the Property will be ready for use as demonstrated by obtaining a Certificate of Occupancy for the purpose intended, and all other requirements of the Agreement have been satisfied.
- Economic Benefits Developer and City Administration each agree to use commercially reasonable efforts to obtain all support available for the Project. The City specifically agrees to participate and cooperate with Developer and encourage any and all other federal, state, county and city subsidies that may be available to the Project including but not limited to: Brownfield financing, Brownfield tax credits, CMI grant funds, MDEQ grants, MDEQ low interest loans, New Market Tax Credits, MSHDA, Main Street Programs, Michigan Business Tax Credits and all other available incentives. Each of the above shall be approved prior to closing. If any of the above approvals are not given or met prior to closing:
    - a. The parties may waive that condition to closing and proceed to closing.
    - b. The parties may, without amending this Agreement, but with resolution approved by the City Council, extend the date for closing until such approvals can be obtained and/or steps completed.

In addition, the City Engineering Department has designed the replacement of the existing four (4) inch water main along Louis Glick Hwy from Blackstone St. to Mechanic St. with an eight (8) inch water main. If Developer provides the required water service size and location, water leads will be installed in the City right-of-way during the time of water main replacement construction. If water service information is not provided three (3) months prior to the replacement construction, it will be the responsibility of the Developer to install water leads at its cost. The City will provide the Developer with a minimum of three (3) months' notice prior to commencing water main replacement construction.

Requested action by Mr. Gillespie, Carnegie Place, LLC is for the City Council to consider taking action on the Option to Purchase, Purchase Offer and Development Agreements as provided herein:

Options City Council may wish to consider include:

- 1) Approve the Option to Purchase, Purchase Agreement and Development Agreement as proposed.
- 2) Approve the Option to Purchase, Purchase Agreement and Development Agreement with modifications.
- 3) Reject the Option to Purchase, Purchase Agreement and Development Agreement.

Action requested is for council to consider the options identified above; and authorize the Mayor and City Clerk to execute the appropriate documents and for staff to make minor modifications if needed, in accordance with the recommendation of the City Attorney.

Please place this item on the January 26, 2010 City Council Agenda for consideration.

cc: Julius Giglio, City Attorney  
Jonathon Greene, DDA Executive Director  
Barry Hicks, Economic Development Project Manager



## OPTION AGREEMENT

This Agreement is made on \_\_\_\_\_ January 2010, by the **City of Jackson**, a Michigan municipal Corporation with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 (hereinafter referred to as "Seller"), and **Carnegie Place, LLC**, a Michigan limited liability company with offices located at 2501 Coolidge Road, Suite 501, East Lansing, Michigan, 48823 (hereinafter referred to as "Purchaser"), to convey an option on the following terms and conditions.

1. Purpose. Seller owns the property described on the attached Exhibit A as the "Carnegie District." Purchaser anticipates purchasing the Optioned Property at some time in the future. The parties have entered into this Option to allow Purchaser to acquire the Optioned Property in the future.
2. Term of Option. This Agreement shall be in existence for a period of sixty (60) months. Purchaser may elect to acquire the Optioned Property at any time during the term of this Agreement by giving Seller notice of its election to purchase all or a portion of the Optioned Property at any time during the term of this Agreement.
3. Election of Option. Purchaser may elect to exercise the option in total or in part. Purchaser may exercise the option as many times as necessary during the term of this option to acquire all of the Optioned Property. Prior to election, Seller retains the right to use the Optioned Property, (or any portion of the property where an election has not occurred), for any use that does not interfere with Purchaser's rights, including, but not limited to, a deposit site for the Seller's semi-annual city clean up.
4. Purchase Price. The purchase price of the Optioned Property shall be One Hundred Dollars (\$100.00). If less than the entire amount of the Optioned Property is purchased at any one time, Purchaser shall pay a proportionate purchase price based on the size of the property to be purchased in relation to the entire Optioned Property.

5. Consideration. In consideration of the giving of this option, Purchaser has paid to Seller the sum of One Hundred Dollars (\$100.00), receipt of which is hereby acknowledged, and Purchaser agrees to use commercially reasonable efforts to market the Optioned Property to retail, office, commercial and residential users in hopes of developing the Site and promote downtown Jackson, Michigan. During the option period, Purchaser shall have the exclusive right to market the Optioned Property through the use of signage on the site, billboards, website, fliers, mailers, and any other media or marketing tools. Seller shall be allowed to install signage as shown on the Property. Signs cannot exceed the maximum square footage as provided by the City of Jackson sign ordinance unless a variance is obtained. Seller shall pay 50% of the costs associated with the on site signage and said total costs shall not exceed \$5,000.00.

6. Title. Any conveyance given pursuant to this Option shall be by Quit Claim deed, and at the time of closing, Seller shall purchase a title search in commitment form on the Property. The terms of purchase shall be in accordance with the Purchase Agreement which is attached hereto as Exhibit 1 and incorporated herein. Purchaser, at its sole expense, may obtain its own title insurance. If the title is defective, based on Purchaser's attorney's written opinion, Seller may remedy the title defects within thirty (30) days or obtain title insurance specifically insuring against the defects in question. If Seller is unable or unwilling to remedy the defects to the title, the Purchaser may accept the title "as is" or cancel the Agreement. Under no circumstances shall the Seller be liable for non-performance by reason of defective title.

7. Termination of Option Period. If Purchaser fails to exercise the Option before the expiration date, the election to exercise the Option shall terminate.

8. Exercise of Option. Purchaser may exercise this Option on one or more occasions by giving written notice signed by Purchaser and personally served or delivered by certified mail, before the expiration date of the Option, to Seller at Seller's address set forth above or at any subsequent address that Seller may provide to Purchaser in writing. The written notice of exercise of the Option shall state the property to be conveyed pursuant to the exercise. All notices shall be sent to Purchaser by personal service or certified mail at the address shown above or any subsequent address that Purchaser may provide to Seller in writing.

9. Assignment and Binding Effect. This option shall inure to the benefit of and be binding on the parties to this Agreement and their heirs, legal representatives, successors, and assigns, and shall run with the land affected by this Agreement. Purchaser shall not assign this agreement without the written consent of Seller. Consent shall not be unreasonably withheld by Seller.

10. Effective Date. This Agreement shall become effective as of the date on which the last of the parties listed below signs this Agreement.

11. Possession/Risk of Loss. Seller shall continue in possession of the Property until closing and shall maintain same in its present condition. Common wear and tear excepted. Possession shall be transferred to Purchaser at Closing. Seller shall not sell, convey or encumber the Property herein described during the period of this Option. Seller will not enter into any lease of the Premises or any part thereof without first securing the written approval of Purchaser. Purchaser shall have the right, and reasonable notice to enter upon the real Property herein described for the purposes of examination of and testing same. Such work shall be done and in the manner that causes the least possible disturbance to the possession of Seller.

Development Agreement. Seller and Buyer hereby agree to the Development Agreement, attached hereto as Exhibit "2".

This Option shall be in effect until January \_\_\_\_\_, 2015, contingent upon annual renewal by Seller.

SELLER  
City of Jackson

\_\_\_\_\_  
By:  
Its:

PURCHASER  
Carnegie Place, LLC

\_\_\_\_\_  
By: Patrick K. Gillespie  
Its: Member

STATE OF MICHIGAN )  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of the City of Jackson, Michigan.

/s/ \_\_\_\_\_

\_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_.

My commission expires \_\_\_\_\_

Acting in the County of \_\_\_\_\_

STATE OF MICHIGAN )  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
\_\_\_\_\_, Member of Carnegie Place, LLC.

/s/ \_\_\_\_\_

\_\_\_\_\_  
Notary public, State of Michigan, County of \_\_\_\_\_.

My commission expires \_\_\_\_\_

Acting in the County of \_\_\_\_\_

Drafted by and when recorded return to:

Charles L. Lasky

Lasky Fifarek & Hogan, P.C.

101 South Washington Square

Suite 500

Lansing, MI 48933

# EXHIBIT 1

## PURCHASE AGREEMENT

THIS AGREEMENT, made as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the "Seller", and CARNEGIE PLACE, LLC, a Michigan limited liability company whose address is 2501 Coolidge Road, Suite 501, East Lansing, Michigan, 48823 hereinafter called the "Purchaser". The parties agree as follows:

1. PROPERTY TO BE SOLD. The Seller agrees to sell and the Purchaser agrees to buy real estate situated in the City of Jackson, County of Jackson, and State of Michigan, which is more particularly described as: Those parcels legally described on Exhibit A which is attached hereto, subject to easement and restrictions of record, except for property identified as "Parking Area", in Exhibit B – (hereinafter referred to as "the Property").

Seller shall, at its sole expense, provide a staked survey of the Property with all easements and encroachments identified.

2. PURCHASE PRICE and TERMS OF PAYMENT. The purchase price of the Property shall be One Hundred and <sup>00</sup>/<sub>100</sub> Dollars (\$100.00), the full amount of which shall be paid by Purchaser to Seller in cash or certified funds at the time of closing.

3. TAXES. The parcel will be exempt from taxation with an assessed value of zero (0) (including special assessments) at the time of Closing. Purchaser understands that the parcel shall be placed on the appropriate tax rolls on the 31<sup>st</sup> day of December, immediately following the sale of said parcel. The Purchaser shall be responsible for the payment of all taxes, special assessments and other fees which occur subsequent to the date of Closing.

4. TITLE. Seller shall deliver to Purchaser a Title Search in commitment form. Purchaser, at its sole expense, may obtain its own title insurance. If the title is defective, based on Purchaser's attorney's written opinion, Seller may remedy the title defects within thirty (30) days or obtain title insurance specifically insuring against the defects in question. If Seller is unable or unwilling to remedy the defect to the title, the Purchaser may accept the title "as is" or cancel the Agreement before the expiration of the Due Diligence Period as defined in Section 7 of this Agreement. Under no circumstances shall the Seller be liable for non-performance by reason of defective title. . The title insurance commitment shall be provided for the Purchaser's review within fifteen (15) business days of the execution of this Agreement by both Seller and

Purchaser and shall include copies of all items set forth therein as exceptions to or defects of title to permit Purchaser to review the state of title to the Property including, but not limited to, tax appeals, tax liens and financing statements.

5. CONVEYANCE. Seller will convey title by Quit Claim Deed.

6. TIME OF ACCEPTANCE, CLOSING, and POSSESSION. Closing shall take place within 30 days of exercise of the Option to Purchase, or an agreed upon date, at the offices of the American Title Company of Jackson.

7. OTHER SPECIAL CONDITIONS. The Seller and Purchaser agree that, as a condition precedent to a sale under this Agreement, the following must occur during the Due Diligence Period (As used herein: "Due Diligence" shall mean 120 days from date of execution of Purchase Agreement):

A. Seller and Purchaser shall execute, prior to closing, the Development Agreement which is attached hereto as Exhibit 2 and thereby incorporated herein.

B. As provided in Paragraph 14 of this Agreement, Purchaser shall receive at Seller's expense, a Phase I and Phase II environmental investigation to determine whether the Property can be used for the Purchaser's intended use. If Purchaser is not satisfied with results of the environmental investigation Purchaser may cancel this Agreement in writing within sixty (60) days of receipt of the Environmental Investigation Reports. C. Purchaser shall, at its sole expense, determine whether it is able to use the Property for its intended use to the extent zoning, conditional use, or site plan approvals are required, it is Purchaser's obligation to obtain said approvals. City Administration hereby agrees to support a mixed use zoning by supporting Purchaser in a planned unit development rezoning.

D. RENAISSANCE ZONE. Developer may apply for designation by the Michigan Strategic Fund of Property as a Renaissance Zone. To receive the designation will require the independent approvals of the application and/or the Project plan by the Jackson City Council, Downtown Development Authority of Jackson, Jackson Economic Development Corporation, and the Michigan Strategic Fund. If Developer applies for a Renaissance Zone designation, City Administration reserves the right to oppose such a designation if it is not in the best interest of the City. If City Administration opposes designation of a

Renaissance Zone, and if such designation is not approved by City Council, Developer may terminate this agreement in writing within thirty (30) days of receipt of City Administration's notice of opposition. If Developer terminates this agreement, Developer will convey the Property back to the City at no cost.

Purchaser's failure to provide written notice to the Seller during the Due Diligence Period that the Special Conditions identified in 7 B or C have not been satisfied, shall result in said Special Conditions being deemed to have been waived by Purchaser.

8. SELLER'S CONTINGENCY. Seller's obligations under this Agreement are contingent upon Purchaser submitting to Seller evidence reasonably satisfactory to the Seller and that the Purchaser will be able to obtain financing necessary and adequate for the construction of the project.

9. AUTHORIZATION TO ENTER. Seller authorizes Purchaser to enter upon the Property at any time during the Due Diligence Period to survey the Property, to determine the exact dimensions and legal description thereof, and to make soil borings to determine the suitability of the land for the uses intended and to analyze the soil borings to ascertain the level of contaminants. All borings, surveying and testing shall be at the Purchaser's expense. The Purchaser may inspect the Property and all buildings on the Property during the Due Diligence Period, and conduct such tests, as Purchaser may desire, including an environmental assessment of the Property. The Purchaser or any party the Purchaser designates shall be granted reasonable access to the Property for inspection. In each instance, the Purchaser shall inform Seller 48 hours in advance of the time and date when Purchaser or others acting on its behalf wish to inspect the Property so that those visits can be scheduled at times that accommodate Seller's schedule. Purchaser shall repair all damage caused to the Property to Seller's satisfaction within 30 days of visit. Purchaser agrees to defend, indemnify and save harmless the Seller and its agents, officers, employees or servants from and against any and all liability, cost or losses resulting from any and all claims, demands, suits, actions, payments or judgments, including any and all expenses, legal or otherwise, brought or recovered against the Seller by any third party, arising directly or indirectly by reason of any act or omission of the Purchaser, or its agents, servants, employees or contractors, or any other person or entity, in connection with entry upon the Property as herein allowed. In addition to the foregoing indemnification against third party claims, the Purchaser further agrees to indemnify, defend, and save harmless the Seller from any costs, losses or damages, including any and all

expenses, legal or otherwise, arising from any personal injuries, property damage, bodily injuries, death or other losses arising directly or indirectly by reason of any act or omission of the Purchaser or its agents, servants, employees or contractors, whereby the Seller claims to be damaged, directly or indirectly, by said act or omission in connection with entry upon the Property as herein allowed. Purchaser's obligation to defend, indemnify, and save harmless the Seller shall survive the closing.

10. DEFAULT PURCHASER. In the event of the default by Purchaser of any terms herein, Seller may, at its option, declare the Purchase Agreement terminated, or elect to enforce the terms hereof.

11. DEFAULT SELLER. In the event of default by Seller of any terms herein, Purchaser may, at its option, declare the Purchase Agreement terminated, or elect to enforce the terms hereof.

12. "AS IS" "WHERE IS" CONDITION. It is understood that the Property is being sold in its present "AS IS" "WHERE IS" condition, "WITH ALL FAULTS" (whether obvious or concealed), and that the Property will be delivered by Seller to Purchaser in substantially the same condition as when the offer was made. Notwithstanding the above, the Seller may have grants or other environmental funds that are or may become available for the remediation and/or clean-up of the Property. Seller shall use its best efforts to support clean-up investigations and activities through the use of said grants/loans. Purchaser acknowledges that this Purchase Agreement constitutes the entire agreement between the parties and that there are no representations or warranties by the Seller upon which Purchaser is relying, except those written herein.

13. ENVIRONMENTAL NOTICES TO PURCHASER:  
ENVIRONMENTAL REPORTS.

A. Seller has advised Purchaser that the Property may contain environmental contamination and may have contained hazardous materials. The Property is a "facility" as defined by Section 20126 (1)(c) of PA 451 of 1994, Part 201, as Amended. The Seller is in possession of a Baseline Environmental Assessment (BEA) dated September 26, 2000 for the Property and will make the same available to the Purchaser for review.

B. ENVIRONMENTAL CONCERNS. There are numerous federal, state, and local laws and regulations in existence, which are intended to control or correct environmental contamination. These laws and regulations may expose Purchaser and other users of the Property to liability for damages or cleanup costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. The costs associated with the cleanup of the environmental contamination can be substantial. Accordingly, it is prudent for Purchaser to seek legal and technical counsel from professionals experienced in such matters so that it may be better appraised of its rights and responsibilities with respect to environmental contamination. Especially such counsel should be sought when Seller has informed Purchaser that hazardous wastes or substances may have been or now are used, stored, handled, or disposed of on the Property.

C. HAZARDOUS WASTES OR SUBSTANCES and UNDERGROUND STORAGE TANKS. There is the possible presence now, or in the past, of hazardous wastes or substances, and of possible underground storage tanks on the Property. The term "hazardous wastes or substances", as used in this paragraph, may include, but is not limited to, petroleum based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs, and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property, and this NOTICE is therefore meant to apply to all areas of the Property, whether improved or unimproved. Purchaser must pay all costs of any assessment of the Property, environmental or otherwise.

D. WETLANDS. The Property may contain wetlands. There are numerous federal and state laws and regulations, which govern the development of wetlands. The term "wetlands", as used in this paragraph, may include, but is not limited to, the provisions of the Natural Resources and Environmental Protection Act 151, P.S. 1994 part 303, Wetland Protection and its Administrative Rules.

E. LIABILITIES. It is hereby acknowledged that Purchaser does not assume any responsibility or liability that Seller may have as a result of the environmental condition of the Property that may be imposed upon Seller by any state, federal or local law, rule, regulation, or ordinance (including, but without limitation, any

requirement to report, assess, investigate, abate and/or remediate the Property), resulting from a release of a Hazardous Substance upon the Property during Seller's ownership or operation of the Property before closing.

14. ENVIRONMENTAL REMEDIATION. Seller, through its Jackson Brownfield Redevelopment Authority, shall arrange for Seller's environmental consultant to conduct an investigation and prepare a Phase I and Phase II report regarding the environmental condition of the Site, contingent upon availability of U.S. EPA Funds. As a result of these investigations, the Site will more than likely be deemed a "facility" as defined by Public Act 451 of 1994, MCL 324.20101. A Baseline Environmental Assessment pursuant to Part 201 shall be provided to Purchaser for review and submission by the Purchaser to DEQ.

Purchaser's obligation to close this transaction is expressly conditioned upon Purchaser's receipt of the MDEQ's approval of the Baseline Environmental Assessment to be submitted to the MDEQ, pertaining to the Property and the MDEQ's determination that Purchaser meets the requirements for an exemption from liability under Section 20126(1) of Part 201 of NREPA; and Purchaser's receipt of a determination by the MDEQ, the sufficiency of same being in Purchaser's sole discretion, that Purchaser's proposed use of the Property satisfies Purchaser's obligations under Section 20107(a) of Part 201 of NREPA. Any stated closing date for this transaction shall be extended to accommodate the receipt of said approval from the MDEQ.

Subsequent to the Seller's completion of the environmental investigation and the delivery of the environmental reports to Purchaser shall be provided an opportunity to conduct, at Purchaser's sole expense, further environmental study of the Site.

Purchaser shall have one hundred twenty (120) days from the date of delivery of said reports to Purchaser to conduct, at Purchaser's sole expense, such additional environmental studies of the Property, and other studies to determine whether it is free of hazardous substances or waste, environmental toxins and underground tanks, broadly defined by federal, state and local law, and to determine whether the Property is suitable for the Development relative to soil quality, wetlands and unexcavated materials that may exist on the Property. To

the extent such study is or has been performed, Purchaser will provide a copy of the same to Seller and will advise the Seller if it is satisfied with the condition of the Property or, to the extent Purchaser elects not to conduct such study, Purchaser shall have waived the right to do so. If, within said 120 days, the Purchaser determines that it is not satisfied with the condition of the Property, Purchaser may cancel this Agreement in writing, with no further liability by either party with regard to this Agreement. Regardless of whether Purchaser does or does not conduct such study, if no notice of cancellation is sent by Purchaser to Seller within 120 days following the delivery of said reports, then Purchaser agrees that it (subject to the remaining provisions of this Paragraph 15) has accepted the Property in its present condition and "AS IS" regarding the matters described in this Paragraph.

Prior to closing, the Purchaser shall take such remedial action as necessary to prepare the Site in an environmental condition that will allow the development of the Site as provided in this Agreement and shall respond and take such remedial action as may be mandated by the MDEQ to remove at or from the Site any Hazardous Substances discovered at the Site as a result of this investigation. City Administration will support Purchaser in application for reimbursement of "Eligible Activities" as defined by PA 381 of 1996, as amended. City Administration will support Purchaser's request to remove the Property from the DDA district for the express purpose of Brownfield tax capture.

City Administration shall use its best efforts to ensure that all programs made available under the Brownfield Development Financing Act will be utilized in the investigation, assessment and/or remediation of the Property, such as for Baseline Environmental Assessment Activities, Due Care Activities, Additional Response Activities, and other Additional and Eligible Activities as provided by the Act and/or for reimbursement of such or similar costs incurred in the Development of the Property, including but not necessarily limited to, the process of capturing tax increment revenue from the Property to reimburse Eligible Costs. City Administration further agrees to participate, cooperate, encourage and work with Purchaser to obtain any and all other federal, state, county and city subsidies that may be available, including but not limited to, MSHDA, New Market Tax credits, Main Street programs and Michigan Business Tax credits. City Administration obligations contained in this paragraph shall survive closing.

15. TIME. The Parties specifically declare and agree that time is of the essence in this Agreement.

16. PARTIES. The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller and Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively.

17. AMENDMENT. Neither this Agreement nor any provisions hereof may be changed, amended, modified, waived or discharges orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, or discharge is sought.

18. NOTICES. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (herein collectively call "Notices") required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, mailed by registered or first-class mail, return receipt requested, or sent via nationally recognized overnight courier delivery service for the next business day delivery, addressed as follows:

If to the City:                   City of Jackson  
  161 West Michigan Avenue  
  Jackson, Michigan 49201  
  Attn: Office of the City Attorney

If to the Purchaser:   Carnegie Place, LLC  
  2501 Coolidge Road, Suite 501  
  East Lansing, MI 48823  
  Patrick K. Gillespie

20. SEVERABILITY. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

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





## EXHIBIT 2

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter referred to as "City"), and Carnegie Place, LLC, a Michigan limited liability company, whose address is 2501 Coolidge Road, Suite 501, East Lansing, MI 48823 (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the parties hereto entered into an Option Agreement dated January \_\_\_\_, 2010 for purchase of certain real estate in the City of Jackson, County of Jackson, and State of Michigan, which is more particularly described on Exhibit A which is attached to the Option Agreement, except for property identified as "Parking Area" in Exhibit B (hereinafter referred to as "the Property"); and "WHEREAS, part of the consideration passing to the City for the sale of the Property is the promise by Developer to develop the Property, to generate economic activity, which will benefit the City and its residents; and

WHEREAS, the parties wish to ensure that the Development will take place and wish to set forth the terms of the Development and provide for remedies to the City in the event Development does not occur.

NOW, THEREFORE, it is agreed by and between the parties hereto, in consideration of the above promises and covenants contained, as follows:

1. RECITALS. The foregoing recitals are incorporated herein and form a part of this Development Agreement.

2. DEVELOPMENT CRITERIA.

- A. **CODE COMPLIANCE.** Developer will develop and establish the Mixed Use Buildings upon the Property in compliance with all-applicable building codes, zoning, and other restrictions of record.
- B. **DEVELOPMENT SIZE and INVESTMENT.** The Mixed Use Buildings shall accommodate multiple residential and commercial uses, which may include business enterprises, entertainment venues, urban residential for sale, urban residential for rent, hospitality, and other enterprises providing surrounding residences and business with various neighborhood services, such as restaurants, banking, convenience stores, medical care, and health and beauty salons (“Mixed Use Buildings”). Development of the above Property shall create private investment of not less than \$2,000,000.00 in real and personal property on the Property. (hereinafter all requirements of this paragraph shall collectively be referred to as the “Development”).
- i. **PERFORMANCE DATES:** The following Performance Dates shall be applicable to the Development:
  - ii. Commencement of the Development of the Property must be initiated within two years from the date of closing;
  - iii. Completion of the Development shall occur within seven years from the date of closing.
  - iv. City acknowledges that the Development will be built in phases and will consist of several independent buildings which will be constructed as the commercial real estate market and demands dictate. “Commencement of Development” means that the necessary permits and approvals for the first building have been obtained, all construction contracts signed, construction financing, if any, will be arranged, all site preparation completed, and actual physical Development activity will be underway. “Completion of the Development” shall mean that the structure constructed on the Property will be ready for use as demonstrated by obtaining a Certificate of Occupancy for the purpose intended, and all other requirements of the Agreement have been satisfied. The City in its reasonable discretion will determine compliance with these stages of development. After the

Commencement of Development on the first building, Developer shall diligently prosecute the completion of the remaining structures. However, if market conditions dictate a longer period of time, the completion of the Development dates may be extended.

- v. “*Office*” shall mean street level space, or above street level space, designed to provide flexible solutions for a variety of establishments that desire to locate their offices and employees and business equipment within the Development.
- vi. “*Residential*” shall mean residential accommodations, comprised of a mix of efficiency units; one, or two, or more bedroom units and/or condominiums at the Developer’s discretion based upon market conditions.
- vii. “*Retail / Commercial / Academic*” shall mean street level space, below or above street level space, designed to provide flexible solutions for a variety of retail, entertainment, service, commercial establishments or academic entities.

C. PLANS AND SPECS Development plans shall be submitted, in a form acceptable to the City of Jackson Building Inspection Division, by the Developer to the City.

D. INSPECTIONS. The Developer must permit inspection of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact the Developer.

MORTGAGEE NOT OBLIGATED TO CONSTRUCT. Notwithstanding the provisions of this Agreement including, but not limited to, those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such parcel from or through such holder or (b) any other purchaser at foreclosure other than the holder of the mortgage itself) shall in no way be obligated by the provisions of the Agreement to construct or complete the improvements or to guarantee such construction to completion; nor shall any covenant or any other provision in the deed be construed to so obligate such holder.

- E. COPY OF NOTICE OF DEFAULT TO MORTGAGEE. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under the Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder furnished to the City by the Developer.
- F. MORTGAGEE'S OPTION TO CURE DEFAULTS. In the event of any breach or default in the terms of this Agreement, then each holder shall (insofar as the rights of the City are concerned) have the right, at its option to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage, provided that if the breach or default is with respect to construction of the improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed an approval thereof, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in the Agreement, the improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City to a certification or certifications by the City to such affect, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights that the City shall have or be entitled to because of failure of the Developer or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the improvements on other parts or parcels of the Property, or because of any other default in breach of the Agreement by the Developer or such successor, shall not apply to the part or parcel of the Property to which such certification relates.
- G. MORTGAGE AND HOLDER. For the purposes of this Agreement, the term "Mortgage" shall mean a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "Holder" in reference to a mortgage shall include any insurer or

guarantor of any obligation or conditions secured by such mortgage or deed of trust.

- H. OBLIGATIONS OWED TO AND BY FINANCIAL INSTITUTIONS. The Developer and City agree that representations, warranties, or other agreements made by the City in this Agreement are transferable to any financial institution which loans money to the Developer for the sole purpose of the construction of the improvement on the Property and for which the property is security and who succeeds to Developer's interest through foreclosure, deed in lieu of foreclosure or otherwise. It is acknowledged that additional consideration for said transferability is the extension of credit to the Developer for the construction of the improvement on the premises which promotes the City's redevelopment of the Property and tax revenues to be generated from occupancy of the Property.
3. RENAISSANCE ZONE. Developer may apply for designation by the Michigan Strategic Fund of Property as a Renaissance Zone. To receive the designation will require the independent approvals of the application and/or the Project plan by the Jackson City Council, Downtown Development Authority of Jackson, Jackson Economic Development Corporation, and the Michigan Strategic Fund. If Developer applies for a Renaissance Zone designation, City Administration reserves the right to oppose such a designation if it is not in the best interest in the City. If City Administration opposes designation of a Renaissance Zone, and if such designation is not approved by City Council, Developer may terminate this agreement in writing within thirty (30) days of receipt of City Administration's notice of opposition. If Developer terminates this agreement, Developer will convey the Property back to the City at no cost.
4. ECONOMIC BENEFITS. Developer and City Administration each agree to use commercially reasonable efforts to obtain all support available for the Project. The City specifically agrees to participate and cooperate with Developer and encourage any and all other federal, state, county and city subsidies that may be available to the Project including but not limited to: Brownfield financing, Brownfield tax credits, CMI grant funds, MDEQ grants, MDEQ low interest loans, New Market Tax Credits, MSHDA, Main Street Programs, Michigan Business Tax Credits and all other available incentives. Each of the above shall be approved prior to closing. If any of the above approvals are not given or met prior to closing:
- A. The parties may waive that condition to closing and proceed to closing.

- B. The parties may, without amending this Agreement, but with resolution approved by the City Council, extend the date for closing until such approvals can be obtained and/or steps completed.

In addition, the City Engineering Department has designed the replacement of the existing four (4) inch water main along Louis Glick Hwy from Blackstone St. to Mechanic St. with an eight (8) inch water main. If Developer provides the required water service size and location, water leads will be installed in the City right-of-way during the time of water main replacement construction. If water service information is not provided three (3) months prior to the replacement construction it will be the responsibility of the Developer to install water leads at its cost. The City will provide the Developer with a minimum of three (3) months notice prior to commencing water main replacement construction.

5. DEFAULT and REMEDIES. If the either party fails to comply with any covenants, clauses, provisions or agreements herein contained, it shall be deemed to be in default of this Agreement and the other party may seek any legal or equitable remedy available under the law or in equity, which shall include, but is not necessarily limited to, money damages, specific performance, rescission, or revocation. Failure to develop the Property constitutes a failure of consideration for the sale of the Property to Developer.
6. TIME. The Parties specifically declare and agree that time shall be deemed of the essence in this Agreement.
7. BINDING EFFECT. The covenants, clauses, provisions, and agreements shall bind, and the rights hereunder shall inure to the respective successors and assigns of the City and Developer.
8. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in the interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
9. INSURANCE REQUIREMENTS. Prior to closing, the Developer shall obtain appropriate Fire and Extended Coverage insurance and Commercial General Liability Insurance (at least \$1,000,000 per occurrence) at Developer's sole cost, and maintain the same during the term of the Agreement, which policy(s) shall name the City as a loss payee and/or additional insured as its interest may appear. Developer shall provide City with certificates of insurance, evidencing the required coverage. In the event the Property is

damaged or destroyed by fire or other casualty, the City shall require the Developer to pay any and all insurance proceeds for use for any of the following:

- A. Repair or reconstruction of the Property;
- B. To be applied to the resolution or settlement of any mortgaged indebtedness incurred by the Developer; and/or
- C. To apply any portion of insurance proceeds toward abatement of conditions which the City deems to be deteriorated sufficiently to cause injury or damage to persons or vehicles appropriately accessing the Property.

10. DISCHARGE. Upon Developer satisfying the Performance Dates established for Commencement of the Development, and Completion of the Development, this Development Agreement shall be deemed satisfied and, at the request of Developer, the City shall file appropriate documentation discharging this Agreement. Provided, however, the obligations contained in Section 9 hereof shall not be subject to discharge.
11. DEVELOPMENT OF MIXED USE BUILDINGS. The parties acknowledge that this plan for the Development and use of the Mixed Use Buildings is speculative in nature. The parties acknowledge that as product demands and market conditions change, the development and use of the Mixed Use Buildings may be expanded or modified to meet current conditions and demands. City Administration agrees to support rezoning of the Property if necessary to allow for the development of the Mixed Use Buildings. In the event Developer is not granted the necessary zoning for the Development, Developer may terminate this agreement. It is hereby agreed to and understood by the parties that a portion of the property as identified in red on Exhibit B, "Parking Area" attached hereto will be retained by the city for a surface parking lot or parking deck structure. The size of the Parking Area shall be approximately 139'x430' and a legal description shall be determined for the area prior to closing on the Property and shall become a part of this Development Agreement
12. REPORTING: In addition to ongoing communication throughout the term of this agreement, Developer agrees to provide bi-annual (or quarterly if requested by City Council) reporting to the City regarding the progress of the development, including level of interest from possible tenants. Said reporting shall be in a format agreeable to both Developer and City.
13. MODIFICATION. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.
14. PARTIES. The pronouns and relative words used are written in the masculine and singular only. If more than one join in the execution hereof as Developer, or either be of

the feminine sex or a corporation, such words shall be read as if written in plural, feminine, or neuter, respectively.

15. NOTICES. Except as otherwise specified, all notices, consents, approvals, requests, and other communications (collectively "Notices") required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, mailed by certified or first-class mail, return receipt requested, or sent via nationally recognized overnight courier delivery service for the next business day delivery, addressed as follows:

If to the City, to:           City of Jackson  
                                  Department of Community Development  
                                  161 West Michigan Avenue  
                                  Jackson, Michigan 49201  
                                  ATTN: Community Development Director

If to Developer, to:       Carnegie Place, LLC  
                                  2501 Coolidge Road, Suite 501  
                                  East Lansing, MI 48823  
                                  ATTN: Patrick K. Gillespie

16. SEVERABILITY. If any of the provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance shall, to any extent, be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of the Agreement shall be valid and enforceable to the fullest extent of the law.
17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but together shall constitute one instrument.
18. APPLICABLE LAW. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

19. WAIVER. Failure of City to exercise any right given or to insist upon strict compliance with regard to any term, condition or covenant specified, shall not constitute a waiver of the City's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.
20. NEGOTIATED. It is agreed by the parties hereto that this Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of this Agreement.
21. CAPTIONS. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit or otherwise vary the test of this Agreement.
22. COUNCIL ADOPTION. This Development Agreement was Approved and Authorized by the Jackson City Council on \_\_\_\_\_, 2010.

Dated: \_\_\_\_\_, 2010

CITY OF JACKSON

By: \_\_\_\_\_  
 Karen F. Dunigan *Mayor*

By: \_\_\_\_\_  
 Lynn Fessel *City Clerk*

STATE OF MICHIGAN     )  
   )ss.  
 COUNTY OF JACKSON     )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2010, by Karen F. Dunigan, its Mayor, and Lynn Fessel, its City Clerk, on behalf of the City of Jackson, a Michigan municipal corporation.

\_\_\_\_\_  
 Notary Public  
 Jackson County, Michigan  
 My commission expires \_\_\_\_\_

CARNEGIE PLACE, LLC

By: \_\_\_\_\_  
 Patrick K. Gillespie, Member

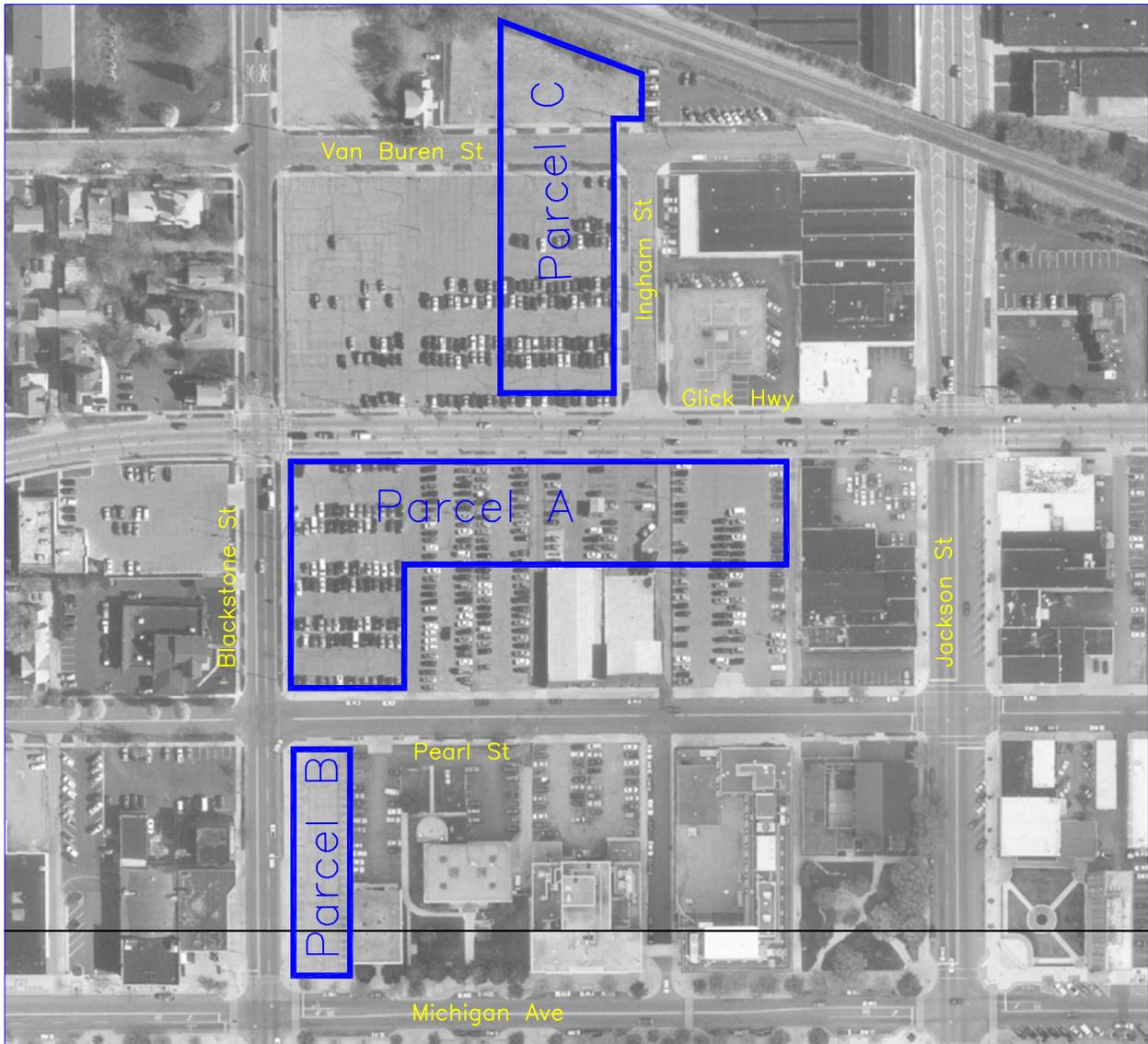
STATE OF MICHIGAN     )  
   )ss.

COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2010, by Patrick K. Gillespie, its Member, on behalf of Carnegie Place, LLC, a Michigan limited liability company.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

F:/jbrooks/Gillespie/Carnegie/5.12.08 draft development agr



### Parcel A

Lots 5,8,9,11&12, B2N, R1W City of Jackson, except south 12' of lots 5,8&9

### Parcel B

West 66' of lots 14&15, B1N, R1W City of Jackson

### Parcel C

Lots 1-6 B3N, R1W City of Jackson, except south 12' of lots 1&6 and the west 101' of lots 5&6.

Also Beg at the intersection of the north line of VanBuren St and the centerline of Ingham St thence west 33', thence south 66', thence west 132', thence north 180' to the south line or railroad thence southeasterly along south line to the centerline of vacated Ingham St thence south to Beg.

Exhibit A – Parcels to be Sold

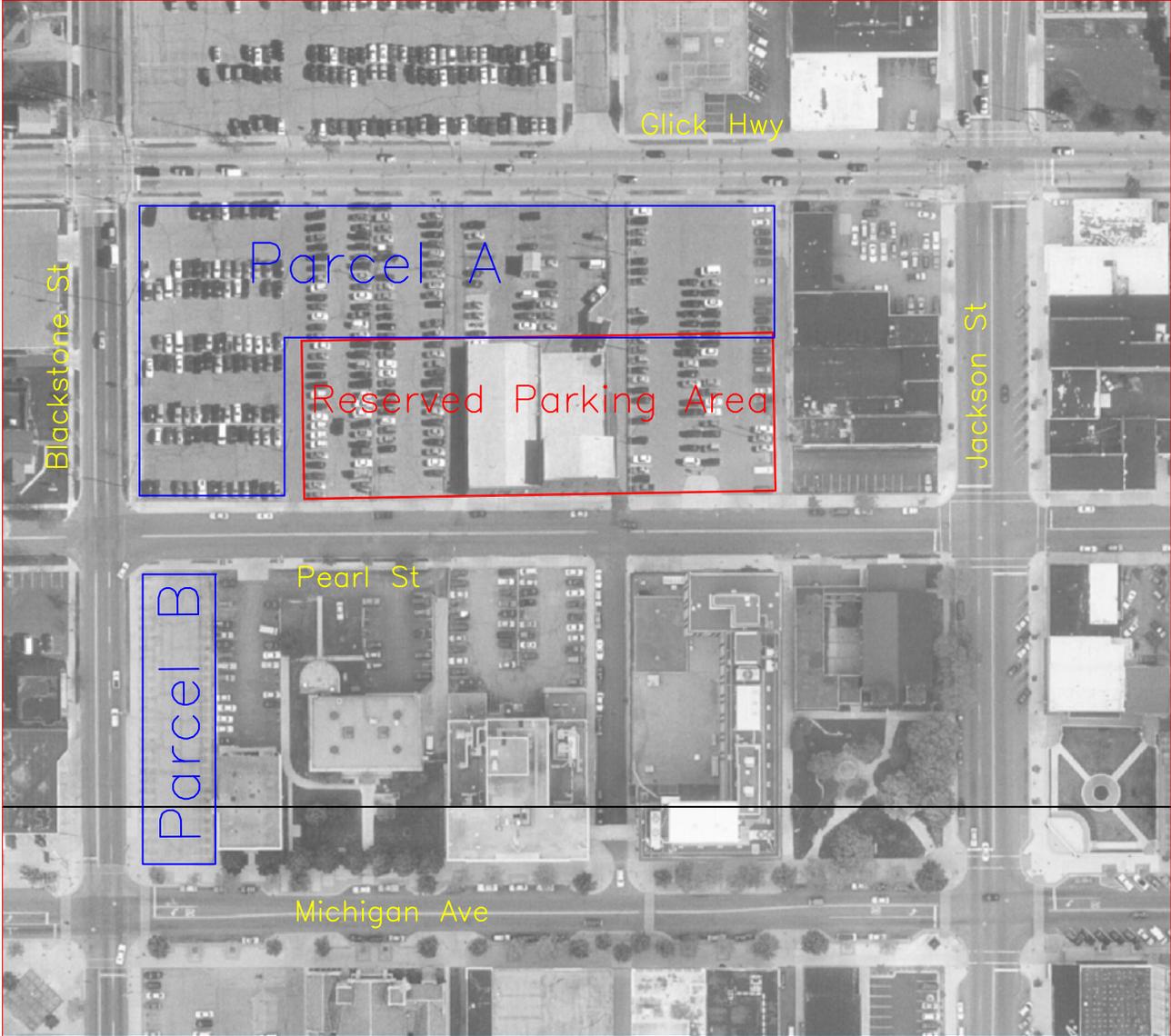


Exhibit B — Parking Area