



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

AGENDA – CITY COUNCIL MEETING

October 7, 2008

7:00 p.m.

1. Call to Order.
2. Pledge of Allegiance – Invocation by Andrew R. Frounfelker, 5th Ward City Councilmember.
3. Roll Call.
4. Adoption of Agenda.
5. **Presentations/Proclamations.**
 - *A. Presentation by Councilmember Daniel P. Greer, City Manager William R. Ross, and Enterprise Group Representative Jane Robinson regarding Michigan Municipal League Annual Conference.
6. **Citizen Comments. (3-Minute Limit)**
7. **Consent Calendar.**
 - A. Approval of the minutes of the special City Council meeting of September 17, 2008, and the regular City Council meeting of September 23, 2008.
 - B. Approval of Traffic Control Order (TCO) No. 1987 for the installation of “Autistic Child Area” signs on Sparks Street between Lansing Avenue and Morris Street, in accordance with the recommendation of the City Engineer.
 - C. Approval of Traffic Control Order (TCO) No. 1988 for the installation of a stop sign on Norfolk at Bowen and repeal of TCO No. 791, in accordance with the recommendation of the City Engineer.
8. **Committee Reports.**
 - A. Receipt of the City Affairs Committee report.
9. **Appointments.**
 - A. Approval of the Mayor’s recommendation to appoint Shaunta M. Patton and Denise M. Davis to the Citizens Advisory Council for Community Development filling current vacancies, beginning immediately and ending December 31, 2009.
10. **Public Hearings.**
 - A. Public hearing on the application for an Industrial Facilities Exemption Certificate filed by Crankshaft Machine Group, located at 314 N. Jackson Street.
 1. Resolution approving the application.

11. **Resolutions.**
 - A. Consideration of a resolution amending the 2008-2009 budget to reflect the receipt of the Selective Traffic Enforcement Program (STEP) grant, in the amount of \$15,550.00
 - B. Consideration of a resolution amending the 2008-2009 budget to reflect the receipt of the Byrne Justice Assistance Grant (JAG) fund, in the amount of \$11,689.00.
 - C. Consideration of a resolution amending the 2006-2007 (Year 32) and 2008-2009 (Year 34) HOME budgets allocating \$3,300.00 of excess HOME program income in Year 32 to the Youth Build project in Year 34.
12. **Ordinances.**
13. **Other Business.**
14. **New Business.**
 - A. Consideration of the approval of Change Order No. 1 to the contract with 3-S Construction Company in the amount of \$24,544.65, for additional construction work for the Wastewater Treatment Plant Improvements Project, in accordance with the recommendation of the Director of Sewage and Treatment Facilities.
 - *B. Consideration of the request to approve **a purchase order to WSG & Solutions, Montgomeryville, PA**, in the amount of \$27,766.50, for the replacement of a main frame bar screen part, in accordance with the recommendation of the Director of Sewage and Treatment Facilities.
 - C. Consideration of the request to approve a revocable license to be issued to Arcadis G&M of Michigan, LLC, Novi, and Consumers Energy, Jackson, to install two (2) ground water extraction wells in the paved surface of Franklin Street, and authorization for the Mayor and City Clerk to execute the appropriate document(s), in accordance with the recommendation of the City Engineer.
 - D. Consideration of the request to approve the low bid award to Johnny's Tree Service, Jackson, in the amount of \$78,000.00, for a tree pruning and emergency services contract, and authorization for the Mayor and City Clerk to execute the appropriate document(s), in accordance with the recommendation of the Superintendent of Cemeteries, Forestry, and Parks, and the Purchasing Agent.
15. **City Councilmembers' Comments.**
16. **City Manager's Comments.**
17. **Executive Session to discuss labor relations matters.**
18. **Return to Open Session.**
19. **Adjournment.**

* Item changed, added or deleted.

**JACKSON CITY COUNCIL
SPECIAL MEETING
MINUTES
SEPTEMBER 17, 2008**

The Jackson City Council met in special session for a goal setting session in the 10th floor conference room in City Hall. Mayor Ludwig convened the meeting at 6:06 p.m.

Present: Mayor Jerry F. Ludwig and Councilmembers Carl L. Breeding, Robert B. Howe, Kenneth E. Gaiser, Andrew R. Frounfelker and John R. Polaczyk--6. Absent: Councilmember Daniel P. Greer (who arrived at 6:22 p.m.) --1.

Also Present: City Manager William R. Ross, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

The Following Objectives/Goals from the Special City Council Meeting of August 13, 2008 were Discussed.

1. Objective/goal: Have the City police take over the enforcement for parking within all of the City.
 - ◆ Leave parking enforcement in the downtown area with the City Engineer.
 - ◆ Enforcement of front yard parking remains important. Police Department continue enforcement.
 - ◆ Consider increasing fines.
 - ◆ Look at the East Lansing model.

Councilmember Greer entered the meeting at 6:22 p.m.
2. Objective/goal: Establish a mosquito control program by Spring 2009.
 - ◆ Glenn Chinavare, Director of Public Services, will prepare a preliminary report on the cost of implementing a mosquito abatement program.
3. Objective/goal: Ensure enforcement of the City curfew in all sections of the City and to amend the curfew to align with the neighboring townships.
 - ◆ It was the consensus of the Council that the curfew does not need to be changed at this time.
4. Objective/goal: Develop and implement a plan to create a corridor authority for Cooper Street north and implement the plan as directed by the City Council.
5. Objective/goal: Prepare plans and implement additional corridor authorities on N. West Avenue and E. Michigan Avenue as appropriate.

◆Items 4 and 5 above were discussed together. The Council wishes to stress code enforcement at every major corridor coming into the City, with an emphasis on Cooper Street and look for ways to put available funds into improvement.

6. Objective/goal: Beautify the neighborhoods.
7. Objective/goal: Establish a fee based annual inspection program for all rental units in addition an inspection will be required upon change of occupants.

◆Items 6 and 7 above were discussed together. Carol Konieczki, Community Development Director, will look into what other communities are doing regarding a rental registry and point of sale inspections, and report back to the Council.

◆The dangerous building situation was discussed, including the fact that some properties have appeared on the dangerous buildings report for years. Three categories were noted: Uninhabitable, dangerous and condemned. It was mentioned that “thinning out” structures can be positive, as some of our neighborhoods are quite dense.

◆Find a more efficient way of controlling overgrowth of grass/weeds.

◆Keep the Acme building on the forefront. Be the “squeaky wheel” and keep searching for ways to deal with it.

8. Objective/goal: Consider providing an annual incentive payment increase for those City employees who reside with their families inside the City limit.

◆Survey employees who are living outside to see what incentives they would need to move into the City. Refer completed surveys to the Rules & Personnel Committee.

The Following Councilmember Goals were discussed.

Councilmember Gaiser: Instead of spending 80% from the General Fund on human resources and 20% on “bricks and mortar,” get the spending to 60%/40% or 50%/50%. Look at attrition and technology to reach this goal.

Councilmember Greer: Would like to see North Street west of Cooper and Cooper Street to the railroad tracks improved. Inquired if some recommendations from the Metro Fire Study could be considered. Also remarked that the City should continue to exhaust every avenue necessary to continue to ensure the financial stability of the City.

Councilmember Frounfelker: Emphasized the importance of road repair/maintenance. He would also like to see CDBG funds prioritized.

Mayor Ludwig: Would like to see concrete considered for road improvements instead of asphalt. He would also like to see a resurgence of the Thoroughfare Plan.

Councilmember Polaczyk: Would like to see a pit bull ordinance considered.

ADJOURNMENT.

No further business being presented, Mayor Ludwig adjourned the meeting at 8:36 p.m.

JACKSON CITY COUNCIL MEETING

MINUTES

SEPTEMBER 23, 2008

CALL TO ORDER.

The Jackson City Council met in regular session in City Hall and was called to order at 7:05 p.m. by Mayor Jerry F. Ludwig.

PLEDGE OF ALLEGIANCE – INVOCATION.

The Council joined in the pledge of allegiance. Councilmember Gaiser gave the invocation.

ROLL CALL.

Present: Mayor Jerry F. Ludwig 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: City Manager William R. Ross, City Attorney Julius A. Giglio and City Clerk Lynn Fessel.

AGENDA.

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

PRESENTATIONS/PROCLAMATIONS.

A. PRESENTATION BY VIC COOPERWASSER, TETRA TECH, REGARDING FEDERAL AND STATE REQUIREMENTS FOR STORM WATER MANAGEMENT AND PERMITTING, AND COMMENTS FROM GLENN CHINAVARE, DEPARTMENT OF PUBLIC SERVICES DIRECTOR.

Stephen Pennington and Victor Cooperwasser from Tetra Tech gave a presentation on storm water utilities. They explained rate methods, impervious and pervious areas, factors affecting rate method selection and the fact that there are eight operating in Michigan. They also highlighted the Bolt decision, the December, 1998 Michigan Supreme Court decision and Michigan Senate Bill #1249. Mr. Chinavare highlighted the storm water permit process.

CITIZEN COMMENTS.

John Wilson, 1045 S. Durand Street, commended Bruce Inosencio for his efforts regarding the renovation of the Hotel Hayes building and remarked that the building at 212 W. Michigan Avenue should be demolished.

Mike Sharp, Hotel Hayes Redevelopment, LLC, expressed his excitement to have an opportunity to bring the development agreement for 228 W. Michigan to a close. They intend to close as soon as possible and an anchor tenant should be made public by the first of the year.

Jim Schweikert, 2600 Lansing Avenue, stated that Northwest Refuse supports relocating the recycling center to the Goodwill Industries site.

James Tuttle, 701 Edgewood, stated that the closing of the Nomad Bookhouse is a great loss to the City.

Mary Ball, 1737 Maunta Lane, invited everyone to participate in the “Making Strides Against Breast Cancer Walk” and noted there is a slight change in the route.

Scott TenBrink, 225 N. Jackson Street, spoke in support of the Grand River ArtsWalk and asked the City and all parties involved to work together so that it can go forward.

Robert Bartkus, 1003 W. Washington Avenue, discussed a mental health court program he recently heard about. Regarding the housing aspect of this program, he believes restrictions need to be put into place and specially zoned areas considered.

Eileen Rawlins, 509 Hibbard Avenue, thanked the City for their help in the removal of the group home at 1001 W. Ganson Street.

Brad Essex, 1518 Kensington Drive, stated he would like to discuss a potential development proposal for the redevelopment of 212 W. Michigan Avenue.

Jason Kurpinski, 1401 E. Morrell Street, offered his facility as an alternative to the Goodwill Industries site for the recycling center.

Gregory Walker, 792 Bloomfield Boulevard, expressed his support for the redevelopment of 212 and 228 W. Michigan Avenue. He also stated that as tenants move in they should be taxed at the full rate for their improvements and if they get breaks, existing businesses should also get breaks.

Ted Wilson, President of the Immanuel Lutheran Church Council, explained that the electronic sign they are requesting will help them with community outreach and asked Council to consider the proposal from Mary Garcia.

Mary Garcia, 1505 W. Michigan Avenue, asked the Council to consider carving out a piece of property on the corner of Michigan and Brown Streets and rezone it so that an electronic sign could be placed there. She noted that the Church is open to other options and asked Council not to take action tonight that would hinder them.

CONSENT CALENDAR.

Councilmember Breeding requested Item A be removed for separate consideration. Councilmember Greer requested Item C be removed for separate consideration. Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to approve the following Consent Calendar, with Items A and C removed for separate consideration. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

Consent Calendar

- A. *Removed for separate consideration.*
- B. Approval of the request from the Jackson High School Student Government to close Brown Street from Michigan Avenue to Wildwood, and Wildwood from Daniel Road to Lydia Street, to hold their annual Homecoming Parade on Friday, October 17, 2008, with police assistance, beginning at 6:00 p.m. (Approval recommended by the Police, Fire, and Traffic Engineering Departments. Proper insurance coverage received.)
- C. *Removed for separate consideration.*
- D. Approval of the request from the Downtown Development Authority on behalf of St. John the Evangelist Church to hold America Needs Fatima at the Riverwalk Amphitheater on Sunday, October 12, 2008, (event 12:00 p.m. until 2:00 p.m.). (Approval recommended by the Police, Fire, Traffic Engineer, Parks & Forestry, Public Services Departments, the Amphitheater Review Committee and the Downtown Development Authority. Proper insurance coverage has been received.)
- E. Approval of Traffic Control Order (TCO) Nos. 1985 and 1986, for stop sign record keeping at the intersection of Leroy and Seymour streets rescinding existing TCO No. 1534, and the intersection of Fourth and High Streets rescinding TCO Nos. #PR091 and #1147 respectively, in accordance with the recommendation of the City Engineer.
- F. Receipt of the City of Jackson's summary of revenue and expenditures for one (1) month ended, August 31, 2008.
- G. Receipt of the City Treasurer's quarterly report for the last two quarters ending June 30, 2008.
- H. Receipt of the Dangerous Building Report through August 31, 2008.
- I. Receipt of the Community Development Department CDBG Financial Summary through August 31, 2008.
- J. Establishment of October 7, 2008, at the City Council meeting as the time and place to hold a public hearing on an application for an Industrial Facilities Exemption Certificate filed by Crankshaft Machine Group, 314 N. Jackson Street.

CONSENT CALENDAR ITEM A.

Approval of the minutes of the regular City Council meeting of September 9, 2008.

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

CONSENT CALENDAR ITEM C.

Approval of the request from the Downtown Development Authority on behalf of the American Cancer Society to hold the, "Making Strides Against Breast Cancer Walk," at the Riverwalk Amphitheater on Saturday, October 11, 2008, (event 6:00 a.m. until 2:00 p.m.). (Approval recommended by Police, Fire, Traffic Engineering, Parks & Forestry, Public Services Departments, the Amphitheater Review Committee and the Downtown Development Authority. Proper insurance coverage has been received.)

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the request with the proposed changes explained by Mary Ball during Citizen Comments. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Greer, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Howe--1. Absent: 0.

COMMITTEE REPORTS.

None.

APPOINTMENTS.

- A. APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT DAWN FELDPAUSCH, TO FILL A CURRENT VACANCY ON THE CITIZENS ADVISORY COUNCIL FOR COMMUNITY DEVELOPMENT, BEGINNING IMMEDIATELY AND ENDING DECEMBER 31, 2009.**

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

- B. APPROVAL OF THE MAYOR'S RECOMMENDATION TO APPOINT JAMES CYPHERS TO FILL THE CURRENT VACANCY ON THE JACKSON TRANSPORTATION AUTHORITY BEGINNING IMMEDIATELY, AND ENDING MARCH 1, 2009.**

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

- C. APPROVAL OF THE MAYOR'S RECOMMENDATION TO REAPPOINT GREGORY SHACK TO THE JACKSON HOUSING COMMISSION FOR A FIVE-YEAR TERM BEGINNING OCTOBER 31, 2008, AND ENDING OCTOBER 30, 2013.**

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

PUBLIC HEARINGS.**A. PUBLIC HEARING TO RECEIVE CITIZEN COMMENT ON THE CITY'S PERFORMANCE IN ADMINISTERING 2007-2008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS.**

Mayor Ludwig opened the public hearing. No one spoke; the Mayor closed the public hearing.

1. AUTHORIZATION TO SUBMIT THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) BY THE DEADLINE OF SEPTEMBER 30, 2008.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to authorize submission of the CAPER to HUD. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

B. PUBLIC HEARING ON THE REQUEST FROM THE CITY OF JACKSON TO VACATE A 16-FOOT WIDE ALLEY RUNNING EAST AND WEST, SITUATED SOUTH OF LOTS 1 THROUGH 12 AND NORTH OF LOTS 18 THROUGH 29, BLOCK 7, JACKSON LAND AND IMPROVEMENT COMPANY'S SUBDIVISION OF BLOCKS 2 AND 7 AND PARTS OF BLOCKS 1, 3, 4, 5, 6, 11 AND 12 OF FRANCIS STREET ADDITION. (CITY PLANNING COMMISSION RECOMMENDS APPROVAL OF THE ALLEY VACATION.)

Mayor Ludwig opened the public hearing. City Manager Ross spoke in support of the petition. The Mayor closed the public hearing.

1. RESOLUTION APPROVING THE VACATION OF THE ALLEY.

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

RESOLUTIONS.**A. CONSIDERATION OF A RESOLUTION REGARDING THE REQUEST FROM ST. LUKE'S CLINIC THAT THEY BE RECOGNIZED AS A NONPROFIT ORGANIZATION OPERATING IN THE COMMUNITY FOR THE PURPOSE OF OBTAINING CHARITABLE GAMING LICENSES.**

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

B. CONSIDERATION OF A RESOLUTION APPROVING THE COST AGREEMENTS WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR SHARED

MAINTENANCE WORK ON AN EXISTING TRAFFIC SIGNAL AT THE INTERSECTION OF M-50 (MAIN) @ M-124 (WAMPLERS LAKE) (BROOKLYN), AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY ENGINEER.

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

C. CONSIDERATION OF A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A BROWNFIELD COOPERATIVE AGREEMENT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), IN THE AMOUNT OF \$1,000,000.00, AND AUTHORIZATION FOR STAFF TO MAKE MINOR MODIFICATIONS TO THE AGREEMENT, IN ACCORDANCE WITH THE RECOMMENDATION OF THE COMMUNITY DEVELOPMENT DIRECTOR.

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

D. CONSIDERATION OF A RESOLUTION ESTABLISHING OCTOBER 21, 2008, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4167 FOR DELINQUENT MISCELLANEOUS GENERAL FUND ACCOUNTS RECEIVABLE AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLL, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.

E. CONSIDERATION OF A RESOLUTION ESTABLISHING OCTOBER 21, 2008, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4168 FOR DELINQUENT MISCELLANEOUS COMMUNITY DEVELOPMENT BLOCK GRANT FUND ACCOUNTS RECEIVABLE AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLL, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.

F. CONSIDERATION OF A RESOLUTION ESTABLISHING OCTOBER 21, 2008, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4169 FOR DELINQUENT MISCELLANEOUS WASTEWATER FUND ACCOUNTS RECEIVABLE AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLL, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.

G. CONSIDERATION OF A RESOLUTION ESTABLISHING OCTOBER 21, 2008, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4170 FOR DELINQUENT MISCELLANEOUS WATER FUND ACCOUNTS RECEIVABLE AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLL, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.

H. CONSIDERATION OF A RESOLUTION ESTABLISHING OCTOBER 21, 2008, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4171 FOR DELINQUENT

MISCELLANEOUS PUBLIC WORKS FUND ACCOUNTS RECEIVABLE AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLL, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.

- I. CONSIDERATION OF A RESOLUTION ESTABLISHING OCTOBER 21, 2008, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLL NO. 4172 FOR DELINQUENT MISCELLANEOUS BUILDING DEPARTMENT FUND ACCOUNTS RECEIVABLE AND DIRECTING THE CITY ASSESSOR TO PREPARE THE ROLL, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY CLERK.**

Motion was made by Councilmember Breeding and seconded by Councilmember Frounfelker to adopt the resolutions in Items D through I above. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

ORDINANCES.

- A. FINAL ADOPTION OF ORDINANCE NO. 2008.12, AMENDING CHAPTER 28, SECTION 28.183, CITY CODE, REZONING PROPERTY LOCATED AT 500 AND 505 N. JACKSON, 216-224 TRAIL, AND 523 BLACKMAN STREETS FROM PUDD (PLANNED UNIT DEVELOPMENT DISTRICT) TO C-4 (GENERAL COMMERCIAL DISTRICT).**

Motion was made by Councilmember Polaczyk and seconded by Councilmember Frounfelker to adopt Ordinance No. 2008.12. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

OTHER BUSINESS.

- A. CONSIDERATION OF THE PROPOSAL FROM GOODWILL INDUSTRIES OF CENTRAL MICHIGAN'S HEARTLAND, TO TRANSFER THE RECYCLING CENTER FROM ITS CURRENT LOCATION ON LOUIS GLICK HIGHWAY TO THE GOODWILL INDUSTRIES SITE, AND AUTHORIZATION FOR THE CITY MANAGER TO TAKE THE APPROPRIATE ACTION TO COMPLETE THE TRANSFER, OR CONSIDERATION OF ALTERNATIVE SITES. (DELAYED AT SEPTEMBER 9, 2008, COUNCIL MEETING.)**

Motion was made by Councilmember Howe and seconded by Councilmember Greer to refer this matter to the City Affairs Committee for a recommendation and to work with the City Manager to obtain costs to be incurred by the City and agreements needed, so that the entire matter can be brought back before the Council for consideration. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Howe, Greer and Frounfelker—4. Nays: Councilmembers Breeding, Gaiser and Polaczyk—3. Absent: 0.

NEW BUSINESS.

- A. CONSIDERATION AND APPROVAL OF UPDATED BY-LAWS FOR:**
- 1. THE BROWNFIELD REDEVELOPMENT AUTHORITY.**

Motion was made by Councilmember Greer and seconded by Councilmember Howe to approve the Brownfield Redevelopment Authority by-laws. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Howe, Greer, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Breeding—1. Absent: 0.

2. THE LOCAL DEVELOPMENT FINANCE AUTHORITY.

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the Local Development Finance Authority by-laws. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Howe, Greer, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Breeding—1. Absent: 0.

B. CONSIDERATION OF THE REQUEST TO PURCHASE FOUR PATROL VEHICLES, UTILIZING THE MACOMB COUNTY PURCHASING CONTRACT, FROM SIGNATURE FORD, PERRY AND OWOSSO, MICHIGAN, WITH A TOTAL PURCHASE PRICE OF \$81,444.00, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CHIEF OF POLICE.

Motion was made by Councilmember Howe and seconded by Councilmember Polaczyk to approve the request. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Frounfelker and Polaczyk—6. Nays: Councilmember Gaiser—1. Absent: 0.

C. CONSIDERATION OF THE REQUEST TO APPROVE THE SECOND ADDENDUM TO THE PURCHASE AGREEMENT FOR 212 WEST MICHIGAN AVENUE, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), AND AUTHORIZATION FOR STAFF TO MAKE MINOR MODIFICATIONS IF NEEDED, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY ATTORNEY.

Motion was made by Councilmember Polaczyk and seconded by Councilmember Frounfelker to approve the request. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Gaiser, Frounfelker and Polaczyk—6. Nays: Councilmember Greer—1. Absent: 0.

D. CONSIDERATION OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JACKSON AND HOTEL HAYES DEVELOPMENT, LLC, FOR REDEVELOPMENT OF THE FORMER HAYES HOTEL BUILDING, 228 W. MICHIGAN AVENUE.

Motion was made by Councilmember Frounfelker and seconded by Councilmember Polaczyk to approve the development agreement for the 228 W. Michigan Avenue property, allow staff to make minor modifications and authorize a closing date of February 20, 2009. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

RECONSIDERATION OF ITEM 14. C.

CONSIDERATION OF THE REQUEST TO APPROVE THE SECOND ADDENDUM TO THE PURCHASE AGREEMENT FOR 212 WEST MICHIGAN AVENUE, AND AUTHORIZATION

FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), AND AUTHORIZATION FOR STAFF TO MAKE MINOR MODIFICATIONS IF NEEDED, IN ACCORDANCE WITH THE RECOMMENDATION OF THE CITY ATTORNEY.

Motion was made by Councilmember Howe and seconded by Councilmember Frounfelker to reconsider the vote on Item 14.C. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

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

CITY COUNCILMEMBERS' COMMENTS.

Councilmember Breeding stated that the Chamber's audio/visual system is supposed to be state of the art, but viewers watching the meetings on television can't see the faces of the people at the podium. He also inquired why the thermostat at the Resource Center, 1015 Francis Street, now has a locked box around it.

Councilmember Polaczyk remarked that he has received positive comments on the chip sealing and people want to see more of it done.

Councilmember Greer noted that he has received comments regarding the audio in the Council Chambers and reminded everyone that they need to speak into their microphones.

Councilmember Frounfelker offered his congratulations on the Hotel Hayes redevelopment, which is a huge undertaking, and he looks forward to its completion.

CITY MANAGER'S COMMENTS.

City Manager Ross noted that a light was burned out above the podium, it has been replaced and that may have been the reason peoples' faces were not visible when they were at the podium. He has had a request to meet with AT&T regarding a proposal to bring their cable communications and possible internet system to the City. He is moving ahead to address some of the issues raised in the goals setting session. He also mentioned that he and Councilmembers Greer and Gaiser will attend the Michigan Municipal League conference and present the Armory Arts project.

EXECUTIVE SESSION TO DISCUSS LEGAL OPINION.

Motion was made by Councilmember Howe and seconded by Councilmember Greer to go into closed executive session. The motion was adopted by the following vote. Yeas: Mayor Ludwig and Councilmembers Breeding, Howe, Greer, Gaiser, Frounfelker and Polaczyk—7. Nays: 0. Absent: 0.

RETURN TO OPEN SESSION.

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

CONSIDERATION OF DIRECTION TO CITY STAFF REGARDING LOCATIONS OF ELECTRONIC SIGNS WITHIN THE CITY OF JACKSON.

No action taken.

ADJOURNMENT.

No further business being presented, a motion was made by Councilmember Howe and seconded by Councilmember Gaiser to adjourn the meeting. The motion was adopted by unanimous voice vote and the meeting adjourned at 9:18 p.m.

Lynn Fessel
City Clerk



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

DATE: September 30, 2008
TO: William R. Ross, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
RE: TCO 1987, Autistic Child Area Sign

The Department of Engineering has received a request from residents at 517 Sparks Street requesting an "Autistic Child Area" sign. We have prepared TCO 1987 for the installation of "Autistic Child Area" sign.

With your concurrence, I request the attached TCO be submitted to Council for their approval. If you have any questions, please do not hesitate to contact me.

JD:tjs

C: Matt Heins, Chief of Police
Lynne Fessel, Clerk
Randy McMunn, P.E., Assistant City Engineer
Bob Dietz, Parking Manager/Engineering Assistant

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 1987

LOCATION: Sparks Street
DATE: September 23, 2008
ASSIGNED TO: Engineering

TCO DESCRIPTION

At the request of a resident investigate the possibility of installing Autistic Child Area signs on Sparks Street between Lansing Avenue and Morris Street.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Install Autistic Child Area signs on Sparks Street between Lansing Avenue and Morris Street. Department of Engineering staff will verify annually if signs are to remain in place.

APPROVED **REJECTED** **DATE:** _____ **BY CITY COUNCIL**

WORK ASSIGNMENT: To Sign Shop

DATE:
TO:

BY JON H. DOWLING, P.E.

MATERIAL USED

<input type="checkbox"/>									
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

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

Interoffice Memo

Jon H. Dowling, P.E.
City Engineer

Department of Engineering
161 W. Michigan Avenue, Jackson, Michigan 49201
(517) 788-4160 Facsimile (517) 768-6435

TO: William R. Ross, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
DATE: September 30, 2008
SUBJECT: Bowen and Norfolk TCO 1988

At the request of Councilmember Gaiser, the Department of Engineering reviewed the traffic control at the intersection of Bowen and Norfolk. The existing control is yield signs on Norfolk with Bowen being the through street. A review of the accident reports back to 2003, show only one accident occurred. On March 15, 2004 an east bound motorist on Norfolk ran the yield sign and was hit by a north bound motorist on Bowen. The Department also obtained traffic counts with speed data on Bowen and the west leg of Norfolk. Several attempts were made to gather the data on the east leg without success. The traffic counts on Bowen are about 550 vehicles per day north of Norfolk and about 400 vehicles per day south of Norfolk. The average speeds on Bowen are about 20 miles per hour (mph) approaching the intersection and about 10 mph departing the intersection. On the west leg of Norfolk the traffic volume is about 150 vehicles per day with the average speed about 15 mph. We also surveyed the sight obstructions in the field and plotted the conditions on the safe approach speed chart based on the AAA methods. The safe approach speed for yield control on Norfolk based on the chart is 14 mph.

From all of the data and calculations, the yield signs are right at the border of safe conditions. Norfolk also has stop control one block east at Webster Street. Therefore, it is the recommendation of the Department that stop signs be placed on Norfolk at Bowen in place of the yield signs.

With your concurrence, I recommend that Traffic Control Order 1988 be sent to City Council for their approval and that they repeal Traffic Control Order 791.

If you have any questions regarding this issue, please feel free to contact me.

JD:tjs

c: Randy McMunn, P.E., Assistant City Engineer
Bob Dietz, Parking Manager/Engineering Assistant
Matt Heins, Police Chief
Lynn Fessel, City Clerk

CITY OF JACKSON, MICHIGAN
TRAFFIC ENGINEERING DIVISION
Traffic Control Order No. 1988

LOCATION: Norfolk at Bowen

DATE: September 30, 2008

ASSIGNED TO: Engineering

TCO DESCRIPTION

At the request of the Councilmember, review the yield signs at Norfolk and Bowen.

BY JON H. DOWLING, P.E.

RECOMMENDATION

Place stop sign on Norfolk at Bowen and repeal TCO 791.

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



MEMO TO: Honorable Mayor and City Councilmembers
FROM: Daniel P. Greer, Chairman *DPG*
City Affairs Committee
DATE: September 30, 2008
SUBJECT: Crankshaft Machine Group IFEC Application

The City Affairs Committee, at their meeting on September 23, 2008, considered the application of Crankshaft Machine Group for an Industrial Facilities Exemption Certificate (IFEC) to allow for the purchase for a new piece of personal property to be utilized in the manufacturing process. It was noted that the applicant intends to retain four jobs and to create one additional new job. The Committee discussed the application with Deputy City Assessor Dave Taylor, who recommended approval for a 12 year period of time based upon the City's IFEC formula. Deputy City Assessor Dave Taylor noted that Crankshaft Machine has had previous IFEC's and has performed in accordance with the City's standards. A copy of previous IFEC's that have been issued to Crankshaft Machine is attached to this memorandum for your reference.

The Committee, following discussion, voted unanimously to recommend to the Council the approval of the IFEC as submitted.

This matter is scheduled for public hearing before the City Council at the October 7th meeting at which time a resolution will be considered. This memorandum will be included as part of the public hearing documents.

DPG:WRR:skh



City Assessor

161 W. Michigan Avenue - Jackson, MI 49201
Telephone: (517) 788-4033 — Facsimile: (517) 780-4762

September 29, 2008

TO: City Council Members
FROM: David Taylor, Deputy City Assessor
RE: Crankshaft Machine

In looking at our records, I found that Crankshaft has received 6 IFT exemptions from the City. The list below has the start and end dates for them.

Certificate Number	Beginning Dec. 30	Ending Dec. 30	IFT Type
77-298	1977	1988	Real & Personal Property
79-135	1979	1992	Real & Personal Property
81-328	1981	1994	Real & Personal Property
85-537	1985	1998	Personal Property
99-006	1999	2010	Personal Property
2004-202	2005	2016	Personal Property



Office of the Mayor

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

October 1, 2008

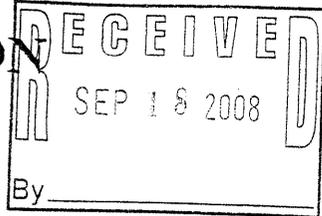
TO: City Councilmembers
FROM: Jerry F. Ludwig, Mayor
RE: **Citizens Advisory Council for Community Development**

Pursuant to the November, 1974, Resolution of the City Council creating the Citizens Advisory Council (CAC) for Community Development provides for Mayoral appointment, with City Council concurrence, of officers to that body.

It is my desire, therefore, to appoint Denise M. Davis and Shaunta M. Patton to the Citizens Advisory Council for Community Development filling a current vacancy beginning immediately and ending December 31, 2009.

JFL:skh

CITY OF JACKSON



Office of Mayor
Jerry F. Ludwig

MICHIGAN

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

City of Jackson Board/Commission Application

Name: Shaunta M Patton
Address: 754 Griswold St Zip: 49203
Home Phone: 517-414-55838 Other Phone: _____
Occupation: Sales

Community Involvement/Activity

Coach through Rec department Volunteer A.R. Program
Chamber member Frost/Cascade

Are you a registered voter? Yes Ward? 6th

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

- 1. Citizen's Board
- 2. _____
- 3. _____

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

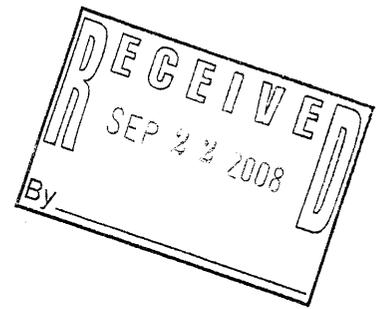
have children attending Jackson public schools.

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Shaunta M Patton
Signature of Applicant

9-18-08
Date



City of Jackson Board/Commission Application

Name: Denise M. Davis

Address: 919 South Higby Street Zip: 49203

Home Phone: 517-787-0298 Other Phone: 517-392-6317

Occupation: Lead Social Insurance Specialist

Community Involvement/Activity

New City Resource Board Member Volunteer Reading Tutor

Jackson Literacy Council

Are you a registered voter? yes Ward? 10

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

- 1. Community Development Advisory Committee
2.
3.

List additional information you feel may be pertinent to board or commission
Knowledge of plan-making and project evaluation.

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

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Denise M. Davis
Signature of Applicant

9-19-2008
Date

Please return to Mayor's Office, City of Jackson, 161 W. Michigan Avenue, Jackson, MI 49201

Denise M. Davis
919 S. Higby Street
Jackson, MI 49203
517-787-0298 Home
517-392-6317 Cell

Email: _

Professional Experience

FEDERAL GOVERNEMENT -SOCIAL SECURITY ADMINISTRATION,

Lead Social Insurance Specialist (10/2000 to Present), Jackson, MI

JACKSON COUNTY FAIR HOUSING CENTER, Jackson, MI

Executive Director (11/1998-9/2000)

JACKSON PUBLIC SCHOOLS, Jackson, MI

Computer Lab Manager/Truant Officer (01/1994-11/1998)

Region II Employment & Training, Jackson, MI

Account Specialist (04/1986 – 09/1994)

Education

Baker College Online- Flint, MI

Master Business Administration Degree- Concentration: Human Resource-12/2007

Spring Arbor College, Jackson, MI

Bachelor of Arts in Business Administration, 1989

Jackson Business Institute, Jackson, MI

Diploma in Business Management, 1980

Social Security Administration SSA Online University, 06/11/03-06/05

Project Management Leadership & Language

Project Management Analyzing, Planning & Scheduling

Project Management Resources, Budgets and Implementation

Project Management Project Controls, & Time Management

Community Activities or Achievements (Past and Present)

New City Resource Board Member 1998-2003

Jackson Literacy Council Board Member 1993-1996

Volunteer Reading Tutor Lansing Public Schools

Volunteer Reading Tutor Jackson Public Schools

References available upon request



City Clerk

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

September 30, 2008

TO: William R. Ross, City Manager

FR: Angela Arnold, Deputy City Clerk 

RE: Public Hearing and Resolution on the Application filed by Crankshaft Machine Group, 314 N. Jackson Street, for an Industrial Facilities Exemption Certificate

Attached please find a resolution, along with supporting documentation on the application filed by Crankshaft Machine Group for an Industrial Facilities Exemption Certificate for their facility located at 314 N. Jackson Street. If the Council adopts the resolution, it will be forwarded to the State Tax Commission for their consideration.

Please place the attached resolution on the October 7th agenda for the City Council to consider after the public hearing is held.

Thank you.

Attachments

RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, Act No. 198 of the State of Michigan Public Acts of 1974, as amended, was enacted for the purpose of stimulating economic development in the State by providing tax benefits through the establishment of Plant Rehabilitation Districts and Industrial Development Districts; and

WHEREAS, the Jackson City Council, acting under the authority of said Act, did on June 28, 1977, create by resolution Industrial Development District No. 8, which includes property encompassing 314 N. Jackson Street, Jackson, Michigan, and more particularly described in said resolution; and

WHEREAS, pursuant to the provisions of said Act, Crankshaft Machine Group filed on August 21, 2008 an application for an Industrial Facilities Exemption Certificate for a facility located within said district for 12 years; and

WHEREAS, the applicant has complied with the applicable requirements contained in Section 5 and 9 of the Act; and

WHEREAS, the applicant and the City have executed a Letter of Agreement regarding Act 334 of 1993 and an affidavit in accordance with State Tax Commission Bulletin No. 3 dated January 16, 1998; and

WHEREAS, notice of receipt of the application has been given in writing to the Assessor of the City of Jackson and 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 said application was held on October 7, 2008; and

WHEREAS, the Jackson City Council has determined that the granting of an Industrial Facilities Exemption Certificate, considered with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the local government unit or impairing the financial soundness of the taxing unit which levies an ad valorem property tax in the City of Jackson;

WHEREAS, in accordance with a resolution adopted by the Jackson City Council on July 21, 1998, which adopted an Industrial Facility Exemption Certificate Policy, it is determined that Crankshaft Machine Group, is eligible for an abatement for a period of twelve (12) years.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council hereby approves this application for twelve (12) years and directs the City Clerk to so certify and to forward a copy to the State Tax Commission for consideration by that body.

* * * * *

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 October 7, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 8th day of October, 2008.

Lynn Fessel, City Clerk

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>Lynn Fessel, City Clerk</i>	Date received by Local Unit <i>August 21, 2008</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) Crankshaft Machine Group	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3541	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 314 N. Jackson Street, Jackson, MI 49201	1d. City/Township/Village (indicate which) Jackson	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.

See attached

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	\$501,325.00 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	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.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	3/1/08	12/31/08	▶ <input type="checkbox"/> Owned <input checked="" 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. 4	10. No. of new jobs at this facility expected to create within 2 years of completion. 1
---	---

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:

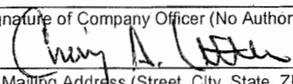
Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 6/28/77	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 Julie Ringe	13b. Telephone Number (517) 787-3791	13c. Fax Number (517) 787-7677	13d. E-mail Address ringe.juie@crankshaft.net
14a. Name of Contact Person Julie Ringe	14b. Telephone Number (517) 787-3791	14c. Fax Number (517) 787-7677	14d. E-mail Address ringe.julie@crankshaft.net
▶ 15a. Name of Company Officer (No Authorized Agents) Craig Little			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 787-7677	15d. Date 8-19-2008
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 314 N. Jackson Street, Jackson, MI 49201		15f. Telephone Number (517) 787-3791	15g. E-mail Address little.craig@crankshaft.net

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: Check or Indicate N/A if Not Applicable <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 Check or Indicate N/A if Not Applicable <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

**LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE EQUIPMENT
WILL BE LOCATED:**

LOTS 2, 3, 4, 5 AND 6, BLOCK 3, NR1 W (EAST OF INGHAM STREET)

List of Machinery, Equipment, Furniture and Fixtures

1. <u>Star Spirex Tool Grinding Machine UTG-1200</u>	\$ 494,325.00
Tooling (Grind Wheel)	4,000.00
Freight (Elk Rapids, MI to Jackson, MI)	1,000.00 Estimated
Rigging (Unload and Set In Place)	<u>2,000.00</u> Estimated
No Sales Tax	
Estimated Total:	\$ 501,325.00

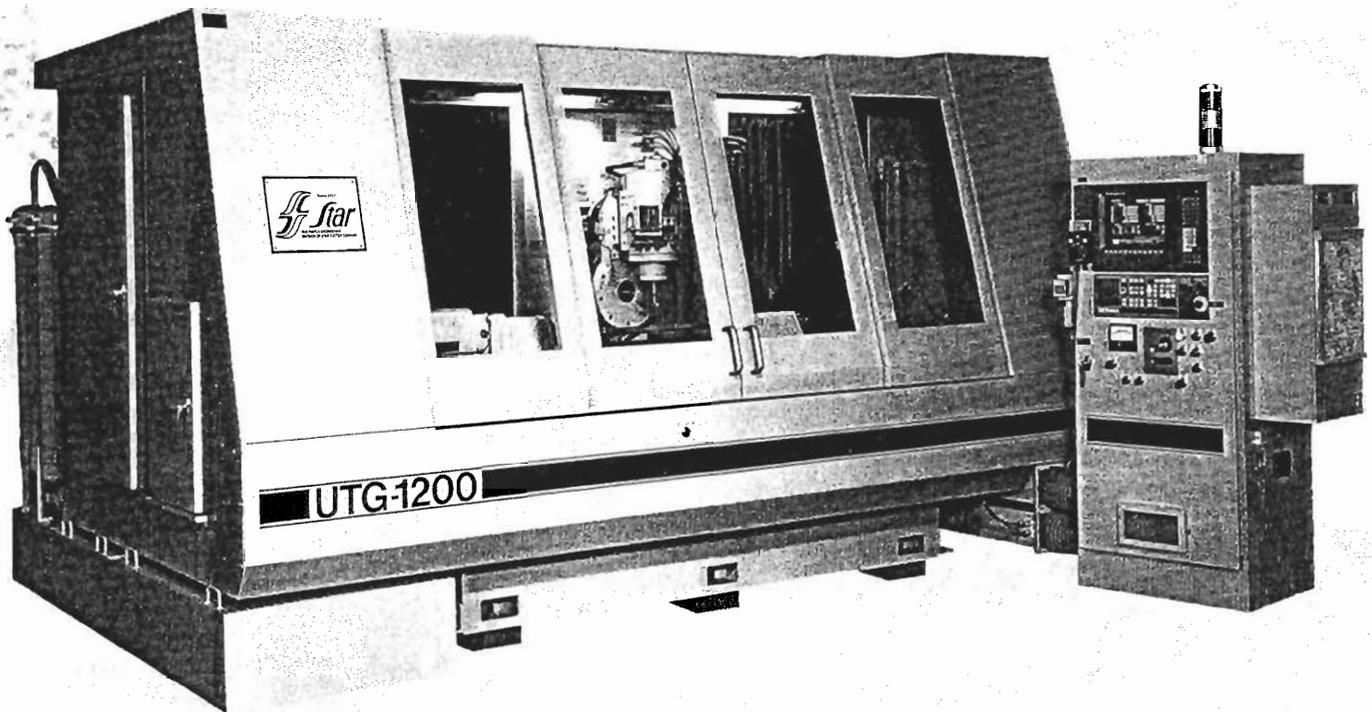
Purchase Date: March 20, 2008

Anticipated Delivery / Installation: November 4, 2008



Universal Tool and Cutter Grinders

Models: UTG-300, 600, 1200, 1800, 2400



Star Universal Tool and Cutter Grinders, capable of grinding a wide variety of tools to meet or exceed industry standards.



Quotation

March 19, 2008

U.S. Broach
Attn: Mr. Craig Little
314 North Jackson Street
Jackson, MI 49201
USA

Quote Number for UTG-1200 Tool Grinder: 70-400-9664-3

Please reference the above quotation number on all future correspondence.

Comments:

Please review the following information included with your quotation:

Pricing Summary
Technical Data
Commercial Terms
Standard Terms and Conditions

Your Regional Sales Manager is:

John Simpson, Regional Sales Manger
O: 248.766.7456
F: 248.814.0550
E-mail: jsimpson@star-su.com

Star-SU, Inc.
5200 Prairie Stone Parkway, Suite 100
Hoffman Estates IL 60192, USA
Tel: +1.847.649.1450
Fax: +1.847.649.0112
www.star-su.com

Star Cutter Company
23461 Industrial Park Drive
Farmington Hills MI 48335-2855, USA
Tel: +1.847.649.1450
Fax: +1.847.649.0112
www.starcutter.com

Star Machine Tool Division
Elk Rapids Engineering
120 Industrial Park Drive
Elk Rapids MI 49629-0728, USA
Tel: +1.231.264.5661
Fax: +1.231.264.5663



Quotation

Item	Description	Price in US Dollars	Quantity Selected	Item total in US Dollars
1.00 Machine Model				
1.11	UTG-1200 Tool Grinding Machine Fanuc Five Axis CNC Controller with Digital Servo Motors Custom Star Cutter Company software that is run on a Dell Computer with Windows XP operating Part Probing System Grinding Wheel Probing System 15,000 RPM, 10 HP Direct Drive Grinding Spindle Manual "Quick Change" HSK Wheel Pack Mounting Adjustable "A" Axis headstock for tools up to 2000 mm Absolent 1200 cfm mist collector. Grinding Spindle has a stand-alone Closed-loop Chiller to provide thermal stability. Anti-backlash Headstock with Rotary Glass Scale Positioning Glass Scales on All Linear Axes 460 Volt* / 3 Phase / 60 Hertz; other voltage will require a quote for optional transformer. Manually Actuated Tailstock Machine Set-up at Customer's Facility Electronic and printed/bound copy of the Operator's and Maintenance Manual w/ Repair Parts List and Assembly Drawings. Manufacturer's Standard Components Manuals (one time only)	\$418,000	1	\$418,000.00
2.00 Installation and Training Packages				
2.10	Machine Setup Package A Star Cutter Company representative sets up and verifies correct operation of the machine in the customer facility.		1	Included
2.11	Five-Day Training Package Star Cutter includes a Five-Consecutive Day Training Package, at our facility in Elk Rapids, Michigan, in the base price of the machine. The class includes basic operation of the UTG machine with an introduction to your custom software. Star Cutter Company recommends a maximum of three people attend. Additional Software Training Packages are available (see below). Consult with a Sales Engineer to review your software training requirements.		1	Included
2.12	3 Day Training Package at Customer Site One week training package held at the customer site after the machine is set up. This package is a continuation of basic machine and software training. May include additional software training for advanced tools. Star Cutter Company recommends a maximum of three people attend. Actual training time depends on the distance traveled by the instructor. Price includes the instructor's travel and living expenses from Elk Rapids, Michigan to and from anywhere in the 48 contiguous United States and Ontario, Canada. Travel to other locations is negotiable.	\$4,800.00	1	\$4,800.00
3.00 Software and Programming Packages				
3.11	"THRBRCH" - Flat Broaches in a Cradle Sharpen mounted in a cradle fixture, top and gullet. Does most shear angles. Star recommends at least a five-day training session.	\$3,600.00	1	\$3,600.00
3.12	"RNDBRCH" - Round Button Broaches Sharpen round spline broaches. Star recommends at least a five-day training session.	\$3,600.00	1	\$3,600.00
3.13	"SPIRAL3" - Round Spiral Broaches (Sharpening Program) Sharpen multi-section, multi-start spiral broaches. Star recommends at least a five-day training session.	\$3,600.00	1	\$3,600.00
4.00 Workholding: Magnetic Chucks				
Note: Star Cutter Company will quote special application tooling systems upon request.				
5.00 Work Holding: Flat Broach Tooling Rail				
5.14	Flat Broach Tooling L-Rail This L-Rail assembly pivots to grind flat broaches.	\$5,500.00	1	\$5,500.00
5.15	Flat Broach Tooling Rail Center Required for use with above flat broach tooling rail.	\$290.00	1	\$290.00
6.00 Tool Support Options				
6.11	Rail Mounted Steady Rest This assembly mounts directly to the machine rails and comes complete with a set of four Steady Rest Vees that cover the following range of sizes: S.R. Vee 0.2" to 1.5", S.R. Vee 1" to 2", S.R. Vee 2" to 3", and S.R. Vee 3" to 4"	\$4,200.00	3	\$12,600.00
7.00 Accessory Tooling				
7.10	HSK Wheel Adapter, 1.250 Dia. Provides a quick repeatable wheel change; 1.2500 in. mounting diameter.	\$500.00	4	\$2,000.00
7.11	Grinding Wheel Spacers 1.250 LD. Set of 5 spacers fits a 1.2500 in. grinding wheel adapter: 0.1250 in., 0.1880 in., 0.250 in., 0.375 in., and 1 in. thickness.	\$150.00	4	\$600.00

Item	Description	Price in US Dollars	Quantity Selected	Item total in US Dollars	
7.12	HSK Wheel Pack Set-up Fixture. Provides secure method of holding the wheel adaptor when mounting the HSK Adaptor.	\$200.00	1	\$200.00	
7.13	Single Part Probe Stylus Spare part probe for probing standard tools.	\$360.00	1	\$360.00	
7.14	Headstock Center Holder Center holder mounts in the machine headstock.	\$1,150.00	1	\$1,150.00	
7.15	#3 Morse Taper Center Headstock Center with #3 Morse Taper	\$255.00	1	\$255.00	
7.16	Driver and Dog Assembly Includes dog, driver, retainer and vee. Required for use with Headstock Center Holder for broaches within the diameter range of .390" to 1.575" (10.0mm to 40.0mm).	\$1,430.00	1	\$1,430.00	
7.17	Driver and Dog Assembly Includes dog, driver, retainer and vee. Required for use with Headstock Center Holder for broaches within the diameter range of 1.575" to 2.560" (40.0mm to 65.0mm).	\$1,430.00	1	\$1,430.00	
7.18	Schunk Hydraulic Chuck, .5000" Daimeter Precision manual hydraulic chuck from Schunk in 1/2" L.D. includes hex-wrench.	\$1,470.00	1	\$1,470.00	
7.19	Wheel Probe Stylus. Wheel probe stylus has a cube-shaped tip.	\$160.00	1	\$160.00	
7.20	Crash Protection Pin. Set of 5 pins - reduces risk of damage to the probe in the event of a crash.	\$250.00	1	\$250.00	
8.00 Dressers & Diamond Rolls					
8.12	Norton Wheel Dresser For standard applications and wheel types, <i>not</i> for diamond wheels. Motorized, fixed speed, Norton dresser. Includes NUMROTOplus wheel dressing software (40015637) and diamond dressing roll.	\$11,500.00	1	\$11,500.00	
9.00 Coolant & Filtration Options					
Note: Star Cutter Company will quote special application coolant, filtration, and mist collection systems upon request.					
9.20	Ebbco Coolant System EBBCO Model PMF-MWF-3-623-P-T-36K. Heavy duty cast iron vessel holds 3 filter cartridges at desired micron rating. One heavy duty, filter pump. One feed pump, 30 GPM@100 psi. One 42x60"x22" carbon steel clean/dirty tank w/4 stainless steel pre-filter baskets for high speed steel applications. In tank sweeper package to keep coolant agitated. 2 pressure gauges to monitor system, 1 service beacon to indicate filter change.	\$13,495.00	1	\$13,495.00	
9.21	Ebbco Chiller 36,000 BTU	\$8,000.00	1	\$8,000.00	
9.22	Ebbco 5 Micron Replacement Filter	\$35.00	1	\$35.00	
10.00 Grinding Wheels					
11.00 Extended Warranty					
12.00 Package & Transport					
12.10	Packing / Preparation for Transport Packing and preparation includes the following for the UTG machine and optional stand-alone equipment: cleaned, any touch-up painting that is needed is done, leveling pads pulled and tagged, PC is backed-up and packed. Tooling and documentation are verified and packaged. Stand-alone equipment is placed on a pallet with drip pans and shrink-wrapped. Shipping brackets placed to protect the machine during shipment and then shrink-wrapped. Transport: FOB Elk Rapids Engineering, Freight Collect Buyer pays & bears freight charges, buyer owns goods in transit, and files any claims.			Included	
Note: All prices are in US dollars				Grand Total	\$494,325.00

* The UTG-1200 is designed for 460/480 volt, 3 phase, 60 Hertz; optional transformer can be quoted for an additional cost.

** Special application systems from Hoffman & Transor can be quoted for an additional cost.

Warranty: Note: This warranty supercedes the warranty on the "Standard Terms and Conditions" page of this quote.

We warrant to the original purchaser that all new machines and tooling manufactured by Star SU shall be free from defects in material and workmanship for a period of twenty four (24) months from the date the machine installed and set-up in the customer's facility; a maximum of four (4) weeks allowed for installation from ship date. This warranty applies only if the equipment has been installed and operated under normal conditions and serviced in accordance with recommended maintenance procedures, as outlined in the Operator's Manual. In the event of supplier's breach of warranty with respect to the quality of any goods, the sole and exclusive remedies, therefore, shall be at supplier's option of either one (1) repair; or two (2) replacement of the faulty or damaged goods upon return of the nonconforming goods. Obviously, supplier must recognize first its liability.

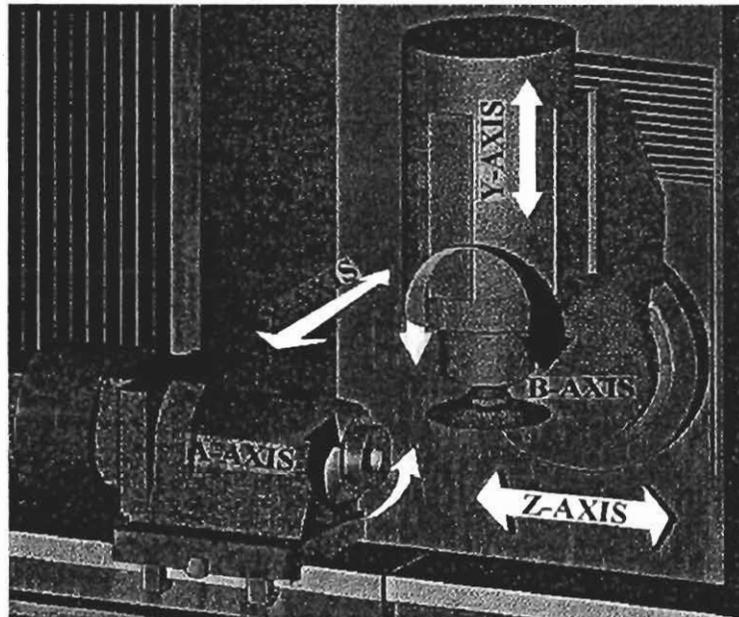
Important Note

Use of sulfur- or chlorinated-base oils will void the manufacturers' warranty. Using a water-soluble grinding coolant will limit the manufacturer's warranty for certain mechanical components (linear slides, ball screw, B-axis Rotary Pivot, etc.) for three (3) months. It is strongly suggest, for the longevity of the machine, using a good grade of fluting oil. The warranty does not cover damage to the machine as a result of rust or corrosion. Consult with Star Cutter's Sale Managers for recommended specifications.



Technical Data

UTG-1200 Machine Specifications	Metric	English
Main dimensions: base machine (L x W x H)	4.4m x 3.8m x 2.8m	14.30' x 12.50' x 9.16'
Total weight: base machine	14,000 kg	31,000 lbs
Maximum workpiece diameter	3 to 254 mm	.12 to 10.00 "
Maximum workpiece length	2000 mm	78.74 "
A - axis workhead spindle 360o rotation	1000 rpm	1000 rpm
B - axis workhead spindle swivel 0-190o		75 Degrees Per Second
X - axis radial travel work spindle slide	450 mm	17.72 "
X - axis travel speed	10 mpm	400 ipm
Y - axis vertical travel tool head slide	400 mm	15.75 "
Y - axis travel speed	10 mpm	400 ipm
Z - axial travel tool spindle column slide	1480 mm	58.27 "
Z - axis travel speed	10 mpm	400 ipm
Grinding spindle speed	10,000 rpm	10,000 rpm
Peak spindle horsepower	30.0 kw	40 hp
Maximum grinding wheel diameter	254 mm	10.00 "
Smallest programmable movement - linear	0.0001 mm	0.000004 "
Smallest programmable movement - rotary	0.0001 °	0.0001 °
Linear axis glass scale feedback resolution	0.00254 mm	0.0001 "
Rotary axis feedback resolution: A - axis	0.000068 °	0.000068 °
Rotary axis feedback resolution: B - axis	0.00000006 °	0.00000006 °
Optional high accuracy encoder	0.000005364 °	0.000005364 °





Quotation

March 19, 2008

U.S. Broach
Attn: Mr. Craig Little
314 North Jackson Street
Jackson, MI 49201
USA

Quote Number for UTG-1200 Tool Grinder: 70-400-9664-3

Total package price: \$494,325.00 USD

Warranty: Twenty four (24) months from the date the machine is installed and accepted in the customers facility
a maximum of four (4) weeks allowed for installation from ship date.

Delivery Terms: Thirty-two (32) weeks - subject to prior Sales

Freight Terms: FOB: Elk Rapids Engineering, Freight Collect

Comments:

Commissioning and Training:

The machine shall be unpacked by the customer, cleaned, pre-aligned, connected to the electric power supply, air power supply, and filled with the necessary oil. The customer shall supply the auxiliary and handling (rigging) means required for installation.

Installation and commissioning comprises a functional test and grinding of a predetermined test tool, which will be supplied by the customer. Additional training is available at additional cost upon request.

Payment Terms: 30% / 60% / 10%

Ron Peruski, Product Manager
Star-SU, LLC
E-mail: rperuski@starcutter.com

Cc: Tom Dollar
John Simpson
Hoffman Estates, IL

Star-SU, Inc.
5200 Prairie Stone Parkway, Suite 100
Hoffman Estates IL 60192, USA
Tel: +1.847.649.1450
Fax: +1.847.649.0112
www.star-su.com

Star Cutter Company
23461 Industrial Park Drive
Farmington Hills MI 48335-2855, USA
Tel: +1.847.649.1450
Fax: +1.847.649.0112
www.starcutter.com

Star Machine Tool Division
Elk Rapids Engineering
120 Industrial Park Drive
Elk Rapids MI 49629-0728, USA
Tel: +1.231.264.5661
Fax: +1.231.264.5663

Standard Terms and Conditions

All goods and services furnished by any of the affiliated companies, partnerships, and representative offices of Star-SU, LLC ("Sellers"), under any quotations, order acceptances, or sales by such Sellers, shall be conditioned on acceptance of these Standard Terms and Conditions, which cannot be varied or waived except by express written agreement signed by an officer or authorized person of the Seller.

1. EXPORT LICENSES AND EXPORT CONTROL. If an export clearance or license is required for any part of the goods or services to be furnished by Seller, a contract between Seller and Buyer will not enter into force until all such export clearances and/or licenses have been granted. If export clearances or licenses are revoked or expire before completion of performance under a contract between Seller and Buyer, the Seller shall not be held accountable for failure to perform the remainder of the contract, and Buyer shall have the right to terminate the remainder of the contract for any unfulfilled performance. If Buyer intends to export (or re-export), directly or indirectly, the products or technical information relating thereto supplied hereunder or any portion thereof, it is the responsibility of the Buyer to assure compliance with U.S. export control regulations and, if appropriate, to secure any required export licenses in its own name. At Seller's request, Buyer shall provide to Seller a Letter of Assurance and/or End-User Statement in form reasonably satisfactory to Seller.

2. FORMATION OF CONTRACT. Upon Buyer's acceptance in writing of a quotation from Seller, within any time period stated in the quotation, a contract subject to these Standard Terms and Conditions shall be formed. Purchase orders offered by Buyer shall be accepted by Seller subject to these same Standard Terms and Conditions.

3. PRICES. Prices shall be as specified in accompanying documents and are not subject to adjustment except as provided for in a valid quotation or purchase order, or as mutually agreed to in writing by Seller and Buyer. Prices reflect shipping DDP (INCOTERMS 2000), Port of Arrival, including insurance, import clearance duty, taxes and fees (USA only), and documentation. Prices also include packing, marking, and loading from Seller's shipping facility. Star SU, LLC does not pay for unloading at pier, inland freight or any other costs associated with moving the equipment from the US, Canadian or Mexican port of arrival to Buyer's final destination. Star SU, LLC will arrange for unloading at the pier and inland transportation to Buyer's facility at Buyer's request and expense.

4. DELIVERY. Delivery dates are approximate only and assume timely receipt of all necessary information, financial arrangements, and assistance that Buyer is required to provide. Shared activities of Buyer must be met on time to assure delivery dates. Seller may make partial shipment and invoice for same at Seller's reasonable discretion.

5. RISK OF LOSS. Risk of loss shall pass to Buyer on delivery to the first carrier. All shipping, loading, and storage costs subsequent to such delivery shall be Buyer's responsibility.

6. PASSAGE OF TITLE. Title to goods shall pass to Buyer upon initial delivery of the goods FCA (INCOTERMS 2000) Manufacturer's facility.

7. PAYMENT. Payment terms shall be as agreed by Seller and Buyer, provided however, payment for all delivered goods and services shall be net 30 days from date of Seller's invoices. Late payment charges are 2% per month of overdue amounts.

8. LIMITED WARRANTY. Seller warrants that all new and unused goods furnished pursuant to this contract will be free from defective material and workmanship for a period of one year measured from the date all new and unused goods are shipped from the Seller's Factory. Additional warranty periods can be provided as an option to the contract. All warranties are contingent upon (a) normal and proper usage in applications for which the goods were intended, (b) installation, use, and maintenance of the goods according to Seller's instructions, and (c) the goods still being in the possession of the original Buyer with no changes having been made in the design or function of the goods without prior authorization by Seller. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Specifically, but not in limitation of the above, Seller makes no warranty with respect to machinery, equipment, or other goods or components, if persons other than Seller have performed any repair or rebuild work or have made any alterations thereto. Performance and production specifications with respect to all machinery or equipment are estimates only and are not warra

9. LIMITED REMEDIES. In the case of any claim based on Seller's breach of warranty or breach of any other duty with respect to the quality or performance of any goods supplied hereunder, Buyer's sole and exclusive remedy, upon return of goods freight prepaid to point of manufacture, shall be, at Seller's option, repair or replacement, Ex-Works point of manufacture, of any part or parts that Seller determines to be of defective material or workmanship. Warranty claims must be made in writing within the warranty period. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY CIRCUMSTANCES WHATSOEVER, including, but not limited to, loss of production, lost profits, or loss of goodwill.

10. SAFETY FEATURES. Although Seller does not and shall not assume liability for any governmental or local safety and health standards that apply to Buyer's use of machinery, equipment, or tooling purchased hereunder, Seller does assure that due care will be taken that goods of Seller's own design or manufacture shall not create unreasonable hazards to safety or health if operated in a proper manner by trained personnel with all furnished safety features maintained in a functional condition.

11. CANCELLATION. This contract shall not be canceled by Buyer without written consent of Seller. No consent shall be given where the design and manufacture of goods ordered hereunder are 90% completed or scheduled for completion within 30 days. In all other cases, consent will be granted, if at all, only on the condition that Seller is fully compensated for all costs for work completed and for commitments that have been made to suppliers and contractors.

12. DESIGN CHANGES. Because of its policy of constant product improvement, Seller may make changes from time to time in machinery, equipment, and tooling of the type included in this contract. Seller is not obligated to make similar changes to products which have already been delivered or for which Seller has received orders prior to the date such changes are made effective.

13. FORCE MAJEURE. Seller shall not be liable for failure to perform under this contract if such failure is caused by impediments to performance, which are beyond the control of Seller. Such impediments include, but are not limited to, fire, flood, natural disaster, war, national emergencies, governmental action, strikes or other labor disputes, or any other circumstance beyond the control of the Seller. Buyer shall not be entitled to collect damages for any delay in delivery resulting from force majeure. In the event Seller is required to terminate the contract because of force majeure, any advance payments made by Buyer shall be reimbursed to Buyer by Seller with no additional payment of interest or fees of any kind.

Agreement to Lease Equipment

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective _____ [Date], by and between Avis Industrial Corporation, ("Lessor") and Crankshaft Machine Company ("Lessee").

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): Star Spirex Tool grinder, Model UTG-1200.
2. **Term.** The term of this Lease shall commence on _____ [Start Date] and shall expire fifty-nine (59) months thereafter.
3. **Shipping.** Lessee shall be responsible for shipping the Equipment to Lessee's premises.
4. **Rent and Deposit.** The monthly rent for the Equipment shall be paid in advance in installments of \$9,460.62 each month, beginning on _____ [Date of First Payment] and on the first day of each succeeding month throughout the term hereof, at PO Box 548, 1909 South Main Street, Upland, IN 46989, or at such other place as Lessor may designate from time to time. Any installment payment not made by the tenth (10th) day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to one percent (1%) per month on any overdue amount. Rent for any partial month shall be prorated.
5. **Use.** Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
6. **Right to Lease.** LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE.
7. **Repairs.** Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts,

mechanisms and devices required to keep the Equipment in good mechanical working order.

8. Loss and Damage.

A. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

B. In the event of loss or damage of any kind whatsoever to the Equipment, Lessee shall, at Lessor's option:

(i) Place the same in good repair, condition and working order; or

(ii) Replace the same with like equipment in good repair, condition and working order; or

(iii) Pay to Lessor the replacement cost of the Equipment.

9. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

10. Insurance. Lessee shall procure and continuously maintain and pay for:

A. All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and;

B. Combined public liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally named insured and a loss payee.

The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor, shall provide at least thirty (30) days advance written notice to Lessor of any cancellation, change or modification, and shall provide primary coverage for the protection of Lessee and Lessor without regard to any other coverage carried by Lessee or Lessor protecting against similar risks. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance. Lessee hereby appoints Lessor as Lessee's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or

advisable to secure payments due under any policy of insurance required under this Agreement.

11. Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

12. Lessor's Payment. In case of failure of Lessee to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequences, including interest at ten percent (10%) per annum, as failure to pay any installment of rent.

13. Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

14. Default. If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- B. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- C. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
- D. To terminate this Lease.
- E. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

15. Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 14 hereof; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

16. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

17. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to, a UCC financing statement.

18. Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

19. Notices. Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

Avis Industrial Corporation
1909 S. Main St., PO Box 548
Upland, IN 46989

If to Lessee:

Crankshaft Machine Company
314 N. Jackson St., PO Box 1127
Jackson, MI 49201

20. Assignment. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

21. Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

22. Governing Law. This Lease shall be construed and enforced according to laws of the State of Indiana.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT TO LEASE EQUIPMENT:

LESSOR:

Sign: _____

Print: _____ Date: _____

LESSEE:

Sign: _____

Print: _____ Date: _____

INDUSTRIAL FACILITIES TAX EXEMPTION AGREEMENT

AGREEMENT made this _____ day of _____, 200__, by and between the CITY OF JACKSON, a Michigan municipal corporation, with office at 161 West Michigan Avenue, Jackson, Michigan 49201 (hereinafter "City"); and Crankshaft Machine Group a Michigan corporation, with offices located at 314 N. Jackson, 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 Machinery expansion (describe project) (the "Project") that was established as an Industrial Development District (the "District") by the City of Jackson on June 28, 1977; 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 1 new full time equivalent jobs and relocate and retain not less than 4 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:

Julie King

CITY OF JACKSON

By _____
Jerry F. Ludwig
Its Mayor

APPLICANT

By Cray A. Litter
Its V.P., GENERAL MANAGER

Applicant Name
CRANKSHAFT MACHINE GROUP

Fiscal Statement (to be completed by local unit)

	<u>YES</u>	<u>NO</u>
Is this project:		
Real Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both Real and Personal Property - New Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Both Real and Personal Property - Rehabilitation Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Both New and Replacement Facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Estimated Project Investment (not assessed value):

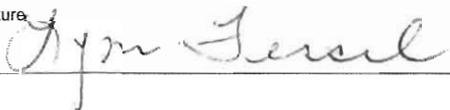
Real Property	Personal Property \$501,325.00	Total \$501,325.00
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	<u>YES</u>	<u>NO</u>	<u>REMARKS</u>
1. A. Has the proper local authority reviewed the plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
B. Is the project located in a certified industrial park?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
C. Is this a renovation or expansion of an existing building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
2. Will this project require improvement of your road service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
3. Will this project require improvement of your sanitary sewer services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
4. Will this project require improvement of your storm sewer services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
5. Will this project require improvement of your water services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
6. Will this project require additional police personnel, police equipment or a need for new police building expansion?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
7. Will this project require the need for additional fire personnel, additional or specialized fire equipment or the need for a new fire building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
8. Will this project require other costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
9. Are costs of infrastructure elements to be provided through Local Development Finance Authority or Tax Increment Finance Authority Bonds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____

If you answered yes to any of questions 2 through 8, the appropriate sections of the Supplement to Fiscal Statement form must be completed and accompany the IFT application. Call (517) 373-3272 to obtain that form.

LOCAL UNIT CERTIFICATION

This is to certify that the following has been provided as accurately as possible.

Signature 	Name and Title of Local Governmental Unit Official Lynn Fessel, City Clerk
--	--

FISCAL STATEMENT FOR TAX ABATEMENT REQUEST SUMMARY INFORMATION

This form is issued under authority of P.A. 198 of 1974,
as amended. Filing is voluntary.

	One Year After Construction is Done	After 5 Years	After 15 Years
Revenue			
1. Revenue from proposed property (from page 2, line 1).....	889	645	786
2. Revenue from related development (from page 2, line 2).....	0	0	0
3. TOTAL (Add lines 1 and 2).....	889	645	786
Cost			
4. Roads (from page 3, line 6).....			
5. Sewer (from page 4, line 10).....			
6. Storm Drains (from page 5, line 14).....			
7. Water Systems (from page 6, line 18).....			
8. Police Personnel (Enter "total annual cost" from page 7, line 20).....			
9. Police Equipment (from page 7, line 22).....			
10. Police Buildings (from page 7, line 24).....			
11. Fire Personnel (Enter "total annual cost" from page 8, line 26).....			
12. Fire Equipment (from page 8, line 28).....			
13. Fire Buildings (from page 8, line 30).....			
14. Other Costs (from page 9, line 31).....			
15. TOTAL COST (Add lines 4 through 14).....			

FISCAL STATEMENT FOR TAX ABATEMENT REQUEST - DETAIL

File this form with your application for a tax abatement, unless you have already filed it. Your application cannot be processed without this information.

You must complete all sections of this form. Attach additional pages whenever you need more space. Carry all results to page 1 of this form.

Estimated Average Annual Revenue

1. What is the expected annual change in revenue for your local unit because of the proposed property? Include in these figures the expected increase (or decrease) in property taxes due to the addition of the proposed property to the tax base, the change in the value of surrounding property, and in income tax revenue as a result of the proposed property.

One Year After Construction is Done	After 5 Years	After 15 Years
889	645	786

2. What is the expected annual change in revenue for your local unit because of related development expected from the proposed property? Include in these figures the expected increase (or decrease) in property taxes due to the addition of the new development to the tax base when constructed, the change in the value of surrounding property, and in income tax revenues as a result of the expected development.

One Year After Construction is Done	After 5 Years	After 15 Years
0	0	0



Police Department

216 E. Washington Avenue - Jackson, MI 49201
Telephone: (517) 788-4100 — Facsimile: (517) 788-4129

September 29, 2008

MEMORANDUM

TO: William Ross
City Manager

FROM: Matthew R. Heins
Chief of Police

SUBJECT: Selective Traffic Enforcement Program

The Jackson Police Department's 2008/2009 Selective Traffic Enforcement Program (STEP) funding request of \$15,550 has been approved by the Jackson Traffic Safety Commission.

We will use this grant money to continue augmenting regular patrols with an officer assigned solely to traffic enforcement. The specific objectives of the project will be: decrease the number of public property crashes; increase safety restraint usage; and increase compliance with traffic signals/traffic control devices; and maintain established ongoing cooperative efforts with related traffic enforcement agencies to reduce crashes.

The Police Department is now requesting the City Council adopt the attached resolution amending the 2008/2009 fiscal year budget. Local match funds, in the amount of \$5,183, were approved in the current fiscal year budget in anticipation of this grant award.

Please place this as an item on the City Council agenda for October 7, 2008. I or a representative will be present to answer any questions.

MRH/AP/ap/c:Stepmmo
cc: S. Maga

RESOLUTION

WHEREAS, the City Council desires to amend the 2008/2009 budget in order to provide for a continuation of the Selective Traffic Enforcement Program (STEP) through the Jackson Traffic Safety Program.

NOW, THEREFORE, BE IT RESOLVED, that the 2008/2009 Budget be amended as follows:

General Fund

	<u>Decrease</u>	<u>Increase</u>
REVENUES:		
101-308-209-545.000 STEP - County		<u>15,550</u>
EXPENDITURES:		
101-299-956-001.000 Contingency	5,183	
101-308-209-706.000 Salaries		16,610
101-308-209-715.000 FICA		241
101-308-209-719.000 Health Insurance		3,514
101-308-209-724.000 Unemployment		81
101-308-209-724.001 Workers Compensation		249
101-308-209-725.000 Other Fringe Benefits		38
	<u>5,183</u>	<u>20,733</u>

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

I, Lynn Fessel, 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 October 7, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my signature
and the seal of the City of Jackson, on this 8th day of October 2008.

City Clerk



Police Department

216 E. Washington Avenue - Jackson, MI 49201
Telephone: (517) 788-4100 — Facsimile: (517) 788-4129

September 29, 2008

TO: William Ross
City Manager

FROM: Matthew R. Heins
Chief of Police

SUBJECT: Byrne Justice Assistance Grant (JAG) Program

The Jackson Police Department has been awarded a grant in the amount of \$11,689 by the Department of Justice, Office of Justice Programs. Matching funds are not required for this grant. The funds from the Byrne JAG Program will be used to purchase Mobile Data Computers (MDCs) for the Police Department and the Jackson County Sheriff Office.

These computers will be compatible with computers used by the Michigan State Police and will improve communication among the agencies. The MDCs are expected to increase the safety and efficiency of officers and improve service to the communities. JAG funding will be sufficient to purchase one new unit for each agency and the police department will use the balance of funds toward the purchase of an additional unit.

The police department is now requesting the City Council adopt the attached resolution amending the 2008/2009 fiscal year budget.

Please place this as an agenda item on the City Council agenda for October 7, 2008. I or a representative will be present to answer any questions.

MRH/AP/ap/C:ByrneJAGmmo
cc: S. Maga

RESOLUTION

WHEREAS, the City has entered into the federal government's Edward Byrne Memorial 2007/2011 Justice Assistance Grant (JAG) Program, through the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

WHEREAS the purpose of this grant is to upgrade technology and increase officer safety by purchasing new Mobile Data Computers.

WHEREAS, this grant requires the activity relating to this project to be kept in a separate account to facilitate reporting and compliance under the terms of the grant.

NOW, THEREFORE, BE IT RESOLVED, that the 2008/2009 budget be amended as follows

Byrne JAG Grant Fund

	<u>Decrease</u>	<u>Increase</u>
REVENUES:		
268.305.208.501.000 Federal Grant		11,689
		<u><u>11,689</u></u>
EXPENDITURES:		
268.305.208.986.000 Radio Equipment		11,689
		<u><u>11,689</u></u>

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

I, Lynn Fessel, 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 October 7, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, on this 8th day of October 2008.

City Clerk



Community Development

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

October 1, 2008

TO: William R. Ross, City Manager
FROM: Carol L. Konieczki, Community Development Director
RE: Resolution to Amend the 2006/2007 (Year 32) and 2008/2009 (Year 34) HOME Budgets

The Greater Jackson Habitat for Humanity (GJHFH) recently requested support from the City of Jackson for their current Youth Build project at 117 E. Biddle (see attached request). They have experienced increased lumber costs of \$3,300 to build walls for the project and do not have funds available to cover this additional cost. They have requested assistance for these costs so they will be able to complete the project.

The request from GJHFH is an eligible activity under HOME program guidelines. Community Development staff recommends providing assistance to GJHFH with HOME funds by allocating \$3,300 of excess HOME program income to the Youth Build project.

Attached is a resolution to amend the fiscal years 2006/2007 (Year 32) and 2008/2009 (Year 34) HOME budgets to allocate \$3,300 of excess HOME program income in Year 32 to the Youth Build project in Year 34.

Please place this item on the October 7, 2008 City Council agenda for consideration.

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



BOARD OFFICERS:

- President**
Pastor Jay Cummings
- Vice President**
Terry Klaasen
- Treasurer**
J.R. Saucedo
- Secretary**
Denise Brown
- Executive Director**
Karen Belair

Board Members

- Jerry Adams
- Taryn Barlow
- Larry Embury
- Karen Jackson
- Kerry Klee
- Joyce Keicher
- Deanna Leicht
- Ron Mealoy
- Dr. Michelle Shields
- Thomas Timlin

COMMITTEES:

- Church Relations**
Erick Johnson
Rodney Johnson
- Construction**
Robert Johnson
Jim Schneider
- Site Selection**
Ramona Knight
Carol Kobert
- Family Selection**
Karen Jackson
- Family Support**
Melody Olney
Deanna Leicht
Michelle Shields
- Finance**
Terry Klaasen
- Nominations/
Board Development**
Kerry Klee
Michelle Shields
- Fund Development**
Tom Timlin
- Speaker's Bureau**
Jerry Adams
- Public Relations**
Kerry Klee
- ReStore**

September 29, 2008

City of Jackson
Attn: Community Development
Re: Collaboration Funds

Dear Council Members:

Please accept this request for funding on behalf of Greater Jackson Habitat for Humanity (GJHFH). We have been blessed with the support of the City of Jackson many times in the past and believe we have invested these community dollars wisely!

GJHFH has an immediate need for build funds- specifically lumber costs to build walls for our Youth Build Project at 117 E Biddle. This is the second project in this two year collaborative grant with Community Action Agency (CAA). This year, CAA stipulated the desire to have the youth build the walls themselves. Since HFH typically uses Prison Build walls at a cost of \$200.00, this additional cost of \$3300.00 is not something we had in our budget. In these tough economic times, we simply do not have the finances needed. We are looking at needing these funds by October 14.

Since its inception in 1989, GJHFH has provided simple, decent and affordable housing to 46 families; 170 men, women and children now enjoy the blessings of home ownership. Each family has unique story, but all were selected based on three basic criteria: **Need** (safety, accessibility, proper maintenance, etc.), **Ability to Pay** (31-50% state median income) and **Will to partner**. Habitat families are partners-they provide volunteerism toward their home, other Habitat homes and for the organization in any capacity needed. We don't build for them- we build with them.

Thank you in advance for considering this request and again for all the support the City of Jackson has provided in the past. Together, we can change lives-one family, one home, one neighborhood, one community-at a time.

Respectfully,

Karen M Belair,
Executive Director





Wastewater Treatment

2995 Lansing Avenue - Jackson, MI 49202
Telephone: (517) 788-4075 — Facsimile: (517) 788-4641

September 29, 2008

TO: William Ross, City Manager

FROM: Paul Vermaaten, Director Sewage Treatment & Fac.

RE: Change order number 1 for 3 S Construction Company for \$ 24,544.65

On 1-8-2008 3 S Construction Inc. was awarded work at the Wastewater Treatment Plant (Contract 2-replace various pipes on the plant grounds). The work is essentially complete. The contractor performed extra work or supplied extra items. A listing of the work and cost for the work is attached.

The original contract amount was \$369,000. The change order amount is \$24,544.65. The change order brings the total contract amount to \$393,544.65. Money is available from the Wastewater Equipment Replacement Fund to pay for this change order.

If you concur, will you place this change order request on the next City Council agenda for their review and approval?

Earth Tech AECOM

5555 Glenwood Hills Pkwy., SE, Suite 200, Grand Rapids, MI 49512
T 616.942.9600 F 616.940.4396 www.earthtech.aecom.com

September 24, 2008

Mr. Paul Vermaaten, Superintendent
Jackson Wastewater Treatment Plant
2995 Lansing Avenue
Jackson, MI 49202

**RE: Change Order No. 1, 3-S Construction Co.
Contract No. 2 – WWTP Improvements Project**

Dear Mr. Vermaaten:

Earth Tech recommends approving Change Order No. 1 to the contract between the City of Jackson and 3-S Construction in the amount of \$24,544.65. This change order represents extra work that was required during construction. In most cases, the extra work was due to needing additional pipe fittings that were required to avoid existing piping that was not in the locations as identified on the plant's as-built drawings. Also, additional replacement piping was deemed necessary in several locations by plant personnel and Earth Tech based on the poor condition of the pipe when it was uncovered.

The change order items were priced in accordance with unit prices provided by 3-S Construction in their original proposal. Earth Tech verified the additional quantities of pipe fittings and extra work during construction.

Attached is a change order form that includes a description of each of the change order items. The Contractor has completed the all work on this project.

If you require anything additional, please do not hesitate to contact me.

Sincerely,


Daniel J. Starkey, PE, BCEP
Senior Project Manager

Encl.

File

CHANGE ORDER NO. 1

Owner City of Jackson

Date August 22, 2008

Project Wastewater Treatment Plant – Contract No. 2, Yard Piping Improvements

Owner's Contract No. 98534

Contractor 3-S Construction, Inc.

Date of Contract Start February 20, 2008

Original Contract Amount \$ 369,000

You are directed to make the following changes in the Contract Documents. Description:

1.	MJ 45 6" at 3B	4 @ \$165	\$660.00
2.	MJ 45 6" at 4B	4 @ \$165	\$660.00
3.	MJ Solid Sleeve 6" at C2-9B	1 @ \$165	\$165.00
4.	MJ 45 6" at 23B	4 @ \$165	\$660.00
	MJ Solid Sleeve 6" Oversized at 23B	2 @ \$165	\$330.00
	MJ Solid Sleeve 10" at 23B	1 @ \$300	\$300.00
5.	MJ 45 4" at 19B	6 @ \$135	\$810.00
6.	MJ Tee 6" at Bridge	2 @ \$275	\$550.00
	MJ Plug at Bridge	1 @ \$50	\$50.00
	MJ Solid Sleeve 6" at Bridge	2 @ \$165	\$330.00
	MJ 22½ 6" at Bridge	4 @ \$165	\$660.00
7.	10" Cross Repair		\$1,139.65
8.	8" Sludge Repair #1		\$140.00
9.	8" Sludge Repair #2		\$420.00
10.	Add Pipe across road		\$12,800.00
11.	Explore primary		\$375.00
12.	Concrete & sleeve primary	6 @ \$600	\$3,600.00
13.	MJ 45 4" at 32	2 @ \$135	\$270.00
14.	Motor actuator voltage change		\$625.00
		TOTAL	\$24,544.65

Reason for Change Order:

Note: Pricing for change order items is based on unit pricing that is included in the contract documents.

- Four (4) additional 6" 45 degree bends (MJ) were required on the service water piping at location 3B to avoid existing piping.
- Four (4) additional 6" 45 degree bends (MJ) were required on the service water piping at location 4B to avoid existing piping.
- One (1) MJ Solid Sleeve 6" was required on the primary scum piping at location C2-9B to allow connection to scum piping.
- Location 23B (Dilution/service water). Four (4) additional 6" 45 degree bends (MJ) were required at location 23B to avoid existing piping; One (1) MJ oversized 6" Solid Sleeve 6" and one (1) MJ 10" Solid Sleeve 10" were required to facilitate connection to the existing piping.
- Six (6) additional 6" 45 degree bends (MJ) were required on the service water piping at location 19B to avoid existing piping.
- Two (2) 6" MJ Tees, one (1) 10" MJ Plug. Two (2) 6" MJ Solid Sleeves and four (4) 6" MJ 22½ degree bends were required on the service water piping at the west side of the Bridge to avoid existing piping.
- One (1) 10" Cross Repair was required on the dilution water piping near the chlorine building.
- Existing service water piping was found to be deteriorated and in need of repair (referenced as Repair No. 1). One (1) 8" sludge pipe repair was required.

9. Existing service water piping was found to be deteriorated and in need of repair (referenced as Repair No. 2). One (1) 8" sludge pipe repair was required.
10. Based on the poor condition of old and brittle cast iron piping found and also discussions with plant staff, it was decided existing cast iron piping should be replaced across the road between the chlorine building and the ferrous chloride building.
11. Additional effort was required to determine the existing sludge shoe configuration at the primary clarifiers Nos. 1-6.
12. The Contractor was required to place new concrete in the bottoms of each of the six (6) pits in the primary clarifiers Nos. 1-6 due to the presence of unforeseen concrete that had been installed in the past. This also required new piping sleeves to adjust the height of the sludge withdrawal piping.
13. Four (4) additional 4" 45 degree bends (MJ) were required on the sludge piping between the east and north primary clarifiers to avoid existing piping.
14. A modification was necessary to convert the voltage of the six motor actuators from 480V to 120V. This cost reflects only the labor required for the change as the travel cost and materials were covered by the supplier.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial completion	To final completion
Original:	\$369,000.00	Original Completion Date:	July 28, 2008 Aug. 18, 2008
Previous C.O.s (ADD/DEDUCT):	\$ 00.00	Previous C.O.s (ADD/DEDUCT):	_____
This C.O. (ADD/DEDUCT):	\$ 24,544.65	This C.O. (ADD/DEDUCT):	_____
Contract Price with all approved Change Orders:	\$393,544.65	REVISED:	_____
		Revised Completion Date:	_____

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:
 By: *Daniel Starkey* 9/25/08
 ENGINEER (Authorized Signature) Date

ACCEPTED:
 By: _____ _____
 OWNER (Authorized Signature) Date

ACCEPTED:
 By: _____ _____
 CONTRACTOR (Authorized Signature) Date

Earth Tech AECOM

98534 / 01
 Project Change
 Number Order No.

City of Jackson WWTP Improvements
 Change Order No. 1



Wastewater Treatment

2995 Lansing Avenue - Jackson, MI 49202
Telephone: (517) 788-4075 — Facsimile: (517) 788-4641

September 30, 2008

TO: William Ross, City Manager
FROM: Paul Vermaaten, Director Sewage Treatment and Facilities
RE: Replacement of a Bar Screen Part for our Raw Influent

We have two U. S. Filter, Envirex half-inch bar screens at the treatment plant. They were furnished to us in 1996. One bar screen needs to be replaced or have major repairs. The firm we will order the parts or the replacement screen from is the original equipment manufacturer.

The cost for main part is \$27,766.50 and it will take about five to seven weeks to receive. Our Maintenance Supervisor thinks we should be able to remove the unit and reinstall the repaired unit in about two weeks time.

The company that builds the bar screen is now called WSG & Solutions, 160 Commerce Drive, Suite 100, Montgomeryville, PA 18936.

The quote price for this replacement main frame is \$27,766.50. We have the money to pay for this equipment in the Wastewater Equipment Replacement Fund (406-548-982). I request that WSG & Solutions be awarded a purchase order for \$27,766.50.

If you concur with this purchase, will you place it on the City Council agenda for their Review and Approval?

pc Margaret Cunningham

attachments

FAX MEMO SHEET

PETERSON and MATZ, INC.
30701 W. 10 Mile Road#100
Farmington Hills, MI 48336
Phone: 248-476-3204
Fax: 248-476-3445
E-mail: marypmi@aol.com

DATE: September 30, 2008
FROM: Mary Anderson
TO: Bill Burke
COMPANY: Jackson WWTP
FAX NO.: 517-788-4641

TOTAL NUMBER OF PAGES TO BE TRANSMITTED 5

SUBJECT: MAIN FRAME ONLY
WSG & SOLUTIONS (FORMERLY ENVIREX)

Bill, following is the quotation you've been patiently waiting for. If you have questions, please call.

COOPY



160 Commerce Drive, Suite 100
 Montgomeryville, PA 18938
 Phone: 267-638-3000
 Fax: 267-638-3081
 Toll Free Phone: 1-866-353-7084
 Web: www.wsgendsolutions.com

BILL TO : JACKSON, CITY OF [MI]
 CITY HALL
 161 WEST MICHIGAN AVENUE
 JACKSON, MI 49201

SHIP TO : JACKSON, CITY OF [MI]
 R.E. GREEN PARK & WWTP
 2995 LANSING AVENUE
 JACKSON, MI 49202

DATE : September 29, 2008
ATTENTION : MARY ANDERSON - PETERSON & MATZ
PHONE :
FAX :
REP : PETERSON & MATZ-MI
PHONE :
FAX :

QUOTATION # : WSG-A11278
ACCOUNT MANAGER : PATTY BECKER
PHONE : 267-638-3001
FAX : 267-638-3082
SITE LOCATION :
ORIGINAL CONTRACT : 15955
CUSTOMER QUOTE # :

ATTACHED STANDARD TERMS OF SALE SHALL BECOME PART OF ANY ORDER RESULTING FROM THIS QUOTATION.

Quote Pricing

Item	Item Part No.	Item Description	Quantity	UOM	Unit Price	Extended Price
01	15955-105-101	"MAIN FRAME" ASSY LESS DRIVES, SHAFTS, SPKTS, CHAIN COLLARS, LIMIT SWITCHES, CLEANING RAKES, BAR RACK, RAKE WIPER	1	EA	27,766.50	27,766.50
Total :					\$	27,766.50

Comments : SHIPMENT APPROXIMATELY 5 TO 7 WEEKS A.R.O.

PAYMENT TERMS : NET 30

PRICES ARE IN EFFECT FOR 30 DAYS

LEAD TIME IS CONTINGENT UPON STOCK AVAILABILITY

FREIGHT TERMS: PPD & ALLOWED FOB SHIPPING POINT

WE NOW ACCEPT VISA & MASTERCARD. THERE WILL BE AN ADDITIONAL 3% HANDLING FEE FOR THIS SERVICE.

MINIMUM ORDER CHARGE \$50.00

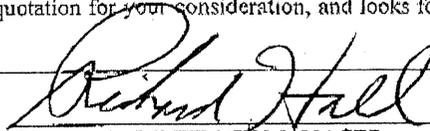
STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Partial shipments and invoices will be allowed unless otherwise agreed by the parties. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 months from shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
In the event Buyer wishes to return material for credit - A return material authorization (R. M. A.) must be issued from the Seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restocking fee of 25% of item value applies. Return freight and associated costs are for the account of the Buyer.

- 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
- 12. RESERVATION CLAUSE (International ONLY-including Canada and Mexico). Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Buyer agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.
 BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

WSG & Solutions, Inc. appreciates the opportunity to provide this quotation for your consideration, and looks forward to doing business with you!

Quotation Submitted by WSG & Solutions, Inc.:


 (Signature) CONTRACT MANAGER

Richard Hall
(Name)

267-638-3000
(Phone)

267-638-3082
(Fax)

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller:

(Company Name)

WSG & Solutions, Inc. _____
(Company Name)

By: _____

By: _____

Date: _____

Date: _____



AFTERMARKET SERVICES

Original OEM Parts

Design/Option Assistance

Representatives in your territory to assist you

Reciprocating Rake Screens
 Fine Screens
 Chain & Bucket Grit Collectors

Chain and Rake Screens
 Grit Washers
 Chain & Scraper Grit Collectors

AFTERMARKET SERVICES provided consist of:

- We have historical records on virtually all product sales located at our facility
- Consulting and design expertise for upgrades to your existing products
- Stock of widely used parts for quick delivery
- Rebuilds of existing equipment
- Retrofits to the latest technology
- Original OEM parts at competitive prices
- Visit our website to find the local representative nearest to you
- Website Address: www.wsgandsolutions.com

Aftermarket Services Team

Patty Becker
 Aftermarket Manager
 Phone: 267-638-3001
 Fax: 267-638-3081
 E-Mail: patty.becker@wsgandsolutions.com

Dyan Rhoads
 Aftermarket Support Specialist
 Phone: 267-638-3006
 Fax: 267-638-3081
 E-Mail: dyan.rhoads@wsgandsolutions.com

2009

<u>January</u>							<u>February</u>							<u>March</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

<u>April</u>							<u>May</u>							<u>June</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2	1	2	3	4	5	6	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													

<u>July</u>							<u>August</u>							<u>September</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

<u>October</u>							<u>November</u>							<u>December</u>						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		



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

DATE: September 29, 2008
TO: William R. Ross, City Manager
FROM: Jon H. Dowling, P.E., City Engineer
RE: Arcadis G&M of Michigan LLC Revocable License

Arcadis G&M of Michigan LLC is the environmental consultant working with Consumers Energy to clean up the site at the northwest corner of Franklin and Water Street. Arcadis has placed a number of ground water extraction wells in this area and now need to install two (2) more in the paved surface area of Franklin Street.

The City Attorney and Department of Engineering have been working with Arcadis to develop specifications to install these monitoring wells and how they will access them in the roadway. A Revocable License for the maintenance of these wells in the road surface is attached. A Certificate of Liability Insurance for Arcadis has been received and approved by the City Attorney.

With your concurrence, please submit this Revocable License to City Council for their approval so we can allow Arcadis to install these ground water extraction wells for Consumers Energy in the roadway.

If you have any questions, please feel free to contact me.

JD:tjs

c: Julius Giglio, City Attorney
Randy McMunn, Assistant City Engineer

REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201 ("Licensor"), in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to ARCADIS G&M OF MICHIGAN, LLC, a Michigan Limited Liability Company, with offices at 28550 Cabot Drive, Suite 500, Novi, Michigan 48377, and CONSUMERS ENERGY COMPANY, a Michigan corporation, with offices at One Energy Plaza, Jackson, Michigan 49201 (collectively "Licensee"), this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's Franklin Street right-of-way, extraction wells ("wells"). The design, configuration and location of said wells is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).
2. Licensee agrees that in the design, construction, installation and maintenance of the wells, and throughout the term of this License, it will comply with the restrictions set forth herein. Licensee further agrees that all activities relating to the wells shall comply with all ordinances, statutes, laws, regulations, and requirements of all authorities having jurisdiction, which shall include, but not necessarily be limited to, the City of Jackson, the Michigan Department of Environmental Quality, and the United States Environmental Protection Agency. Licensee shall keep the wells in good condition and repair at all times.
3. The design, configuration, location and specifications for installation of the wells shall be approved in writing by the Jackson City Engineer in advance of installation of the wells, and, upon installation of the wells, shall not be altered without the express written consent of the City Engineer.
4. The Licensee agrees to defend, indemnify, and hold harmless the Licensor, its agents, representatives, employees or officials ("City"), from any and all losses, damages, claims, demands, suits, actions, payments, judgments including any and all expenses, legal or

otherwise, and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to installation and maintenance of the wells and/or any of the work or services performed by the Licensee under this Revocable License and regardless of whether the liability of the City would be based upon allegations of passive negligence involving vicarious liability or liability imposed by operation of law or involves liability predicated upon allegations of active negligence, involving acts or omissions of alleged negligence or wrongdoing by the City itself. Provided, however, in the event it were determined that Act 165 of the Public Acts of Michigan 1966, as amended, were applicable and would otherwise make void this provision, it is the intent of the parties that the Licensee would defend the City, but then, and only then, would the Licensee not be required to indemnify the City for the City's liability predicated upon the City's sole negligence or wrongdoing. (The obligation to defend and indemnify Licensor shall survive the termination or revocation of this License.)

5. Licensor shall not be liable and/or responsible for any damage to the wells caused by Licensor or its agents, contractors, employees, or representatives. Additionally, if Licensor, in its sole discretion, determines that the Franklin Street right-of-way requires maintenance or reconstruction, Licensee shall be solely responsible for all costs and expenses associated with the protection, care, and adjustments of the wells.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's street right-of-way.

7. During the period the wells are in operation and until the Licensee properly abandons and closes said wells,

(a) Licensee Consumers Energy Company shall maintain Excess Liability Insurance, in amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance shall name the City as an additional insured. Such insurance may contain deductible levels or self-insured retention amounts in accordance with practices of similarly situated companies. The Company shall provide the City with a certificate of insurance evidencing such insurance coverage. Additionally, the Licensee shall require that its contractors, operators, and consultants involved in wells installation, operation or maintenance shall list the Licensor as an additional insured on their respective commercial general liability insurance policies. Said insurance coverage shall protect the Licensor from claims for bodily injury, death, property damage, and environmental contamination which may arise or occur from the installation, operation or maintenance of said wells. Said general liability insurance shall be in amounts of at least the limits established above for the Licensee; provided, however, the environmental contamination limits shall be for at least \$1,000,000 per claim. All certificates of insurance shall be provided to the Licensor for approval prior to commencement of the well installation. The Licensor may review the policies from time to time to assure itself of its terms, and that the insurer is financially responsible.

(b) Licensee ARCADIS G&M of Michigan, LLC shall maintain general liability insurance in amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance shall list the Licensor as an additional insured, as its interest may appear. The Licensee shall provide the Licensor with a certificate of insurance evidencing such insurance coverage as provided for herein. Additionally, the Licensee shall require that its contractors, operators and consultants involved in the wells installation, operation or maintenance shall list the Licensor as an additional insured on their respective commercial general liability insurance policies. Said insurance coverage shall protect the Licensor from claims for bodily injury, death, property damage, and environmental contamination which may arise or occur from the installation, operation or maintenance of said wells. Said general liability insurance shall be in amounts of at least the limits established above for the Licensee; provided, however, the environmental contamination limits shall be for at least \$1,000,000 per claim. All certificates of insurance

shall be provided to the Licensor for approval prior to commencement of the well installation. The Licensor may review the policies from time to time to assure itself of its terms, and that the insurer is financially responsible.

8. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee. Licensee may terminate this License by providing thirty (30) days written notice to Licensor.

9. Licensee, upon termination or revocation of this License, shall, at its sole cost and expense, fully remove and abandon the wells and all materials, improvements, structures, or appurtenances pertaining thereto. Removal and abandonment of wells shall be completed within thirty (30) days of the date of mailing of a notice of revocation or termination.

10. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the wells, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs. Venue for any such suit shall be in Jackson County, Michigan.

11. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

12. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, 2008.

LICENSOR:
CITY OF JACKSON, a
Michigan municipal corporation

By _____
Jerry F. Ludwig, Mayor

By _____
Lynn Fessel, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, 2008, by Jerry F. Ludwig and Lynn Fessel, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

Jackson County, Michigan
My Comm. Exp.: _____

Acknowledged and Agreed

LICENSEE:

ARCADIS G&M OF MICHIGAN

By *Robert A. Ferree*
Robert A. Ferree
Print or Type Name

STATE OF MICHIGAN, COUNTY OF Corkland, SS: _____ Its: _____

Acknowledged before me this 18 day of September, 2008, by Robert A. Ferree, the Vice President of Arcadis G&M of Michigan, on behalf of the company.

MARY L. CRAMER
Notary Public, Wayne County, Michigan
Acting Corkland County
My Commission Expires January 11, 2013

Mary L. Cramer
Notary Public
Wayne County, Michigan
My Comm. Exp.: January 11, 2013

CONSUMERS ENERGY COMPANY

By *Gary L. Kelterborn*
Gary L. Kelterborn
Print or Type Name

APPROVED AS TO FORM
Jan 9/12/08
CONSUMERS ENERGY COMPANY
LEGAL DEPARTMENT

Its: Director of Remediation Management

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Acknowledged before me this 15 day of Sept, 2008, by Gary L. Kelterborn, the Director of Remediation Management of Consumers Energy Company, on behalf of the corporation.

Susan Watters
Notary Public
Jackson County, Michigan
My Comm. Exp.: 6-28-2012

Drafted by:

Julius A. Giglio (P32022)
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050
X:\REVOCABLE LIC ARCADIS-CONSUMERS



Forestry, Grounds & Cemeteries

2615 Francis Street • Jackson, MI 49203-4616
Cemetery (517) 788-4078 • Forestry (517) 788-4176 • Facsimile (517) 780-4776

Founded July 3, 1829

Mr. William Ross
City Manager
City of Jackson, Michigan

AGENDA ITEM

Subject: Request authorization to award low bid to Johnny's Tree Service of Jackson, Michigan at their lump sum bid price of \$78,000 for Tree Pruning and Emergency Services Contract.

We have contracted for tree trimming services for the past several years and have found this to be an efficient means by which to carry out a significant portion of our annual tree trimming needs. Additionally, the Emergency Services portion of our contract insures assistance with storm cleanup needs.

On Wednesday, September 17, 2008 at 9:00 am a pre bid meeting was held in the purchasing department to review the service contract specifications. Four contractors were in attendance.

On Wednesday, September 24, 2008 at 9:00 am sealed bids were opened in the Purchasing Manager's office. Two bids were received. A bid tabulation is attached for your review.

The funding for this work is accounted for in the Contractual Services line item in the Forestry budget (101-690-818).

Therefore, I, along with Margaret Cunningham, Purchasing Manager, request authorization to award contract to Johnny's Tree Service of Jackson, Michigan. Furthermore, I am requesting the Mayor and City Clerk be authorized to sign the appropriate contract documents.

Respectfully submitted,

Thomas Steiger
Supt. of Cemeteries, Forestry, and Parks

Cc: James Parrott, Director of Parks, Recreation, and Grounds
Margaret Cunningham, Purchasing Manager



**BID TABULATION FOR
TREE TRIMMING AND EMERGENCY SERVICES
SEPTEMBER 24, 2008, 9:00 AM**

				Johnny's Tree Service 1245 Falahee Rd. Jackson, MI 49203		Duane Daugherty 2609 W. Morrell Jackson, MI 49203	
ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Request/Block Pruning - Large Trees > 10" DBH*	EA	1000	46.00	46,000.00	55.00	55,000.00
2	Request/Block Pruning < Small Trees 10" DBH*	EA	400	25.00	10,000.00	30.00	12,000.00
	HOURLY WORK						
3	Minimum 50' Aerial Lift	HRS	100	40.00	4,000.00	25.00	2,500.00
4	Minimum 9' Capacity Brush Chipper	HRS	100	20.00	2,000.00	15.00	1,500.00
5	Trimmer	HRS	100	20.00	2,000.00	30.00	3,000.00
6	Groundsman	HRS	100	10.00	1,000.00	30.00	3,000.00
7	Chip/Manual Truck (Min. 5 cu. yd. Capacity)	HRS	100	10.00	1,000.00	20.00	2,000.00
8	EMERGENCY CALL: Includes aerial lift, trimmer & groundsman - MINIMUM 3 hour charge	HOURLY	100	120.00	12,000.00	85.00	8,500.00
*DBH - Diameter at breast height (4.5')		TOTAL	\$		78,000.00		87,500.00

Department of Public Services
Water Division



515 Water Street - Jackson, MI 49203
Telephone: (517) 788-4090 — Facsimile: (517) 788-4639

September 30, 2008

TO: William Ross, City Manager

FROM: *Glenn M. Chinaware*
Glenn Chinaware, Director of Public Services

RE: 2007 Water Fluoridation Quality Award

I would like to recognize the Water Treatment Plant for their achievement on receiving the 2007 Water Fluoridation Quality Award, presented by the Michigan Department of Community Health.

This award is given to water systems that have consistently obtained an optimal level of fluoride content for 12 consecutive months. This recognition speaks well of plant supervisors, Paul Hudson, Bob Koehn and assigned staff, in striving to provide high quality drinking water to the community.



STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

RECEIVED
SEP 15 2008
JACKSON WATER DEPT.
JANET OLSZEWSKI
DIRECTOR

September 10, 2008

Glenn Chinavare
Superintendent- City of Jackson
515 Water Street
Jackson, MI 49203

Dear Glenn Chinavare,

The Michigan Department of Community Health is pleased to present you with the 2007 Water Fluoridation Quality Award. The Centers for Disease Control identifies community water fluoridation as one of the 10 great public health achievements of the 20th century.

In Michigan, statistics demonstrate that children, as well as adults, receiving the benefits of community water fluoridation have less dental cavities. The benefits of optimal community water fluoridation last throughout the life span. The Oral Health Program commends you on maintaining optimal levels of fluoride in your water system.

Sincerely,

Dr. Sheila Vandembush (Semler)
Oral Health Director
517-335-8388/oralhealth@michigan.gov

Susan Deming, RDH, BS
Fluoridation Coordinator
517/373-3624/ demings@michigan.gov

CC: Brenda Fink, Division Chair, Family and Community Health



2007

Water Fluoridation Quality Award

JACKSON
State of Michigan

The Centers for Disease Control and Prevention commends this water system for its consistent and professional adjustment of the water fluoride content to the optimum level for oral health for 12 consistent months. Consistent, high-quality water fluoridation practice, as demonstrated by this water system, is a safe and effective method to prevent tooth decay, improving the oral health of community residents of all ages.

Presented by the
Centers for Disease Control and Prevention
United States Department of Health & Human Services

National Fluoridation Engineer, Division of Oral Health
National Center for Chronic Disease Prevention
and Health Promotion

