



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

## **AGENDA – CITY COUNCIL MEETING**

May 22, 2012  
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. **Citizen Comments. (3-Minute Limit)**
6. **Presentations/Proclamations.**
7. **Consent Calendar.**
  - A. Approval of the minutes of the regular City Council meeting of May 15, 2012.
  - B. Approval of the request to divide vacant property on Enterprise Road, Parcel Number 6-1873.6000 as requested by the property owner.
  - C. Approval of the request to divide the property at 424 and 426 North West Avenue, according to the deed provided by the Michigan Department of Transportation (MDOT).
  - D. Receipt of a Summons and Complaint filed in the United States District Court, Robert F. Tulloch vs. City of Jackson, et al, and referral of this matter to the City Attorney for handling.
  - E. Receipt of the Community Development Block Grant (CDBG) and HOME Financial Summaries through April 2012.
  - F. Receipt of the City Engineer's report for street construction on Homewild Avenue from Ellery Street to Edgewood Street, and the closure of Homewild Avenue between Ellery Street and Forest Avenue, and establishment of June 12, 2012, at the City Council meeting as the time and place to hold a public hearing of necessity.
  - G. Receipt of the City Engineer's report for street construction on Forest Avenue from the west bend to Edgewood Street, and establishment of June 12, 2012, at the City Council meeting as the time and place to hold a public hearing of necessity.
8. **Committee Reports.**
  - A. Receipt of the City Affairs/Rules & Personnel Committee report.
9. **Appointments.**
10. **Public Hearings.**
  - A. Public hearing of necessity for street paving on Hibbard Street from Wildwood Avenue to the Norfolk Southern Railroad.
    1. Resolution ordering the repaving and preparation of the Special Assessment Roll.
  - B. Public hearing on the proposed use of the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) funds through the U.S. Department of Justice, Bureau of Justice Assistance.
    1. Authorization for the City Manager to sign a Memorandum of Understanding

with the County identifying the City as the grant fiscal agent and the entity eligible to utilize the allocated funds.

11. **Resolutions.**

**\*A. Item Deleted.**

12. **Ordinances.**

- A. Consideration of an ordinance amending Article VI of Chapter 2, City Code, to clarify annuity withdrawals for members who have purchased military service credit.
- B. Final adoption of Ordinance No. 2012.10, amending Section 2-502, Article VI, Chapter 2, City Code, defining the terms “insurable interest,” “eligible child,” and “surviving spouse.”
- C. Final adoption of Ordinance No. 2012.11, amending Section 1-18(D), Chapter 1, City Code, amending fines and penalties to be consistent with State law.
- D. Final adoption of Ordinance No. 2012.12, amending Sections 25-26 and 25-29 of Article II (Vehicle and Traffic Code) of Chapter 25, City Code, amending fines and penalties to be consistent with State law.

13. **Other Business.**

- A. Consideration of the request to approve the fiscal year 2012-2013 Budget for the Downtown Development Authority (DDA) pursuant to Act 197 of the Public Acts of 1975 as last amended. (Referred back to the DDA at the May 15, 2012, City Council meeting.)

14. **New Business.**

- A. Consideration of the request to support Timothy Johnson’s Eagle Scout Memorial Project for Fallen Officers and Firefighters who died protecting and serving the citizens of Jackson by approving the placement of a monument to be located in Blackman Park, on the corner of S. Jackson and W. Michigan Avenue. (Parks & Recreation Commission unanimously recommends approval.)
- B. Consideration of a request to approve a HOME rehabilitation contract to Turn-Key Home Builders, Grand Ledge, in the amount of \$30,707.00 for property located at 403 Homewild.
- C. Consideration of a request to approve a HOME rehabilitation contract to Synergy Construction, Rochester Hills, in the amount of \$26,185.00 for property located at 708 E. Ganson.
- D. Consideration of the request to purchase two (2) properties to rehabilitate and resell to qualified homebuyers:
  - 1. Consideration of a resolution amending the 2011 HOME budget to add an activity to acquire, rehabilitate, and then resell properties to income qualified homebuyers;
  - 2. Approval of the acquisition of 702 S. Grinnell St., and 810 W. Washington Avenue;
  - 3. Authorization for the City Attorney to make minor modifications to the closing documents, and
  - 4. Authorization for the Deputy City Manager/Community Development Director or his designee to sign documents to close the transactions.

15. **City Councilmembers’ Comments.**

16. **Manager’s Comments.**

17. **Adjournment.**

\*Item deleted.

## **JACKSON CITY COUNCIL MEETING**

### **MINUTES**

**MAY 15, 2012**

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

The Jackson City Council met in regular session in City Hall and was called to order at 7:00 p.m. by Mayor Martin J. Griffin.

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

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

#### **ROLL CALL.**

Present: Mayor Martin J. Griffin and Councilmembers Carl L. Breeding, Kimberly Jaquish, Daniel P. Greer, Laura Dwyer Schlecte, Andrew R. Frounfelker and Derek J. Dobies—7. Absent: 0.

Also present: City Manager Larry Shaffer, City Attorney Julius A. Giglio, City Clerk Lynn Fessel, Deputy Police Chief John Holda, City Assessor David Taylor, City Engineer Jon Dowling, Deputy City Manager/Community Development Director Patrick Burtch and Deputy Fire Chief Dave Wooden.

#### **AGENDA.**

Motion was made by Councilmember Greer and seconded by Councilmember Jaquish to adopt the agenda. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

#### **CITIZEN COMMENTS.**

Mark Dubois discussed the damage that is being done to Oakhill Street by dump trucks because of the reconstruction on Ganson and the bridge and hopes it will be repaired after the reconstruction is complete. He would also like to see Steward Avenue changed to two-way.

David Welihan thanked the Council for considering the Veteran's Council request to conduct the Memorial Day Parade and ceremony at the cemetery. He also asked for a donation of \$200.00 to help cover the cost of this event.

Tamiko Ogburn invited everyone to attend Career Quest's Cookout on May 17 from 2:00 to 5:00 p.m. They are celebrating their Student Council's success in raising \$500 for the March of Dimes; their new challenge is to raise \$2,000 for the Relay for Life.

### **PRESENTATIONS/PROCLAMATIONS.**

None.

### **CONSENT CALENDAR.**

Motion was made by Councilmember Schlecte and seconded by Councilmember Greer to approve the following Consent Calendar. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0. *(In regards to Item H, Councilmember Frounfelker disclosed that he is an employee of Consumers Energy.)*

#### Consent Calendar

- A. Approval of the minutes of the regular City Council meeting of April 24, 2012.
- B. Approval of the minutes of the special City Council meetings of May 1, and 8, 2012.
- C. Approval of City license renewals for the year ending April 30, 2013, in accordance with the recommendation of the City Clerk.
- D. Approval of the request from Salvation Army to conduct the National Salvation Army Donut Day outside of the downtown branch of the Jackson Post Office on Friday, June 1, 2012, from 8:00 a.m. – 5:00 p.m. (Contingent upon receipt of proper insurance coverage.)
- E. Approval of the request from Ella Sharp Museum Association, for authorization for temporary added space, for Ella Sharp Museum Art, Beer and Wine Festival for June 9, 2012. (Approval recommended by the Police, Fire, Parks & Recreation Departments. Proper insurance has been obtained.)
- F. Approval of the request from Jackson County Veteran's Council to conduct their annual Memorial Day Parade and Ceremony on Michigan Avenue, between Mechanic Street and Jackson Street, on Monday, May 28, 2012, from 10:00 a.m. to 12:00 p.m. (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- G. Approval of the request from the Jackson District Library to conduct their Summer Reading Kickoff and Digital Bookmobile Tour at the Jackson District Library, Carnegie Branch, and Michigan Avenue, between Blackstone Street and Jackson Street on Saturday, June 16, 2012, from 10:00 a.m. to 4:00 p.m. (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- H. Approval of the request from Consumers Energy to conduct their 125<sup>th</sup> Anniversary Celebration at the Riverwalk Amphitheater on Wednesday, June 20, 2012, from 9:00 a.m. to 7:00 p.m. (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- I. Approval of the request from the Fitness Council of Jackson to conduct their annual Smart Commute at Bucky Harris Park on Friday, May 18, June 15, July 20, and August 17, 2012, from 12:00 p.m. to 1:00 p.m. (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)

- J. Approval of the request from Jackson Community College to conduct Juneteenth at the Riverwalk Amphitheater on Saturday, June 16, 2012, from 6:00 p.m. to 9:00 p.m. (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Contingent upon receipt of proper insurance coverage.)
- K. Approval of the request from the Jackson County Parks Department to conduct their annual July 3<sup>rd</sup> Fireworks Show at Sparks Park (Cascades) on Tuesday, July 3, 2012, from 5:00 p.m. to 10:00 p.m. (Rain date of July 5, 2012.) (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received, and additional coverage for the City is being processed through the Michigan Municipal League.)
- L. Approval of the request from the Jackson County Parks Department to conduct their annual End of Summer Fireworks Show at Sparks Park (Cascades) on Saturday, September 1, 2012, from 5:00 p.m. to 10:00 p.m. (Rain date of September 2, 2012). (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received and additional coverage for the City is being processed through the Michigan Municipal League.)
- M. Approval of the request from Allegiance Health to conduct the 28<sup>th</sup> Annual Allegiance Race to Health at 205 N. East Avenue on Saturday, September 8, 2012, from 8:00 a.m. to 12:00 p.m. (Approval recommended by the Police, Fire, Engineering, Parks & Recreation, and Public Works Departments, and the Downtown Development Authority. Proper insurance coverage has been received.)
- N. Receipt with regret the resignation of Paul A. McWalters from the Building Code Board of Appeals.
- O. Receipt of the City Engineer's report for street construction on High Street from Cooper Street to Losey Avenue, and establishment of June 12, 2012, at the City Council meeting as the time and place to hold a public hearing of necessity.

### **COMMITTEE REPORTS.**

#### **A. RECEIPT OF THE FINANCE/TAX POLICY COMMITTEE REPORT.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Dobies to receive the Report. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

### **APPOINTMENTS.**

#### **A. CONSIDERATION OF THE MAYOR'S RECOMMENDATION TO APPOINT JON DOWLING TO THE BUILDING CODE BOARD OF APPEALS FILLING A CURRENT VACANCY, BEGINNING IMMEDIATELY AND ENDING OCTOBER 13, 2014.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to approve the recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

#### **B. CONSIDERATION OF THE MAYOR'S RECOMMENDATION TO APPOINT DEBRA CARMODY TO THE JACKSON DISTRICT LIBRARY BOARD FILLING A**

**CURRENT VACANCY BEGINNING IMMEDIATELY, AND ENDING AUGUST 23, 2015.**

Motion was made by Councilmember Dobies and seconded by Councilmember Frounfelker to approve the recommendation. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

**PUBLIC HEARINGS.**

**A. PUBLIC HEARING ON THE CITY'S FISCAL YEAR 2012-2013 PROPOSED BUDGET.**

Mayor Griffin opened the public hearing. No one from the audience spoke. The Council, with staff, discussed certain items in the proposed budget. The Mayor closed the public hearing.

**RESOLUTIONS.**

**A. CONSIDERATION OF A RESOLUTION TO APPROVE RANDU INC., FOR A NEW FULL YEAR CLASS C LIQUOR LICENSE WITH SUNDAY SALES, DANCE, ENTERTAINMENT, AND OUTDOOR SALES PERMITS UNDER MCLA 436.1521a(1)(b) TO BE LOCATED AT 105 E. MICHIGAN AVENUE, JACKSON, MI 49201.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

**B. CONSIDERATION OF A RESOLUTION TO APPROVE AN APPLICATION TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) FOR A TRANSPORTATION ECONOMIC DEVELOPMENT FUND (TEDF) CATEGORY F GRANT, AUTHORIZATION FOR THE CITY CLERK TO EXECUTE THE RESOLUTION, AND AUTHORIZATION FOR THE CITY ENGINEER TO FILE AN APPLICATION FOR THE REPAVING OF WISNER STREET FROM ARGYLE STREET TO MONROE STREET.**

Motion was made by Councilmember Greer and seconded by Councilmember Schlecte to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

**C. CONSIDERATION OF THE FOLLOWING REQUESTS FROM THE DOWNTOWN DEVELOPMENT AUTHORITY:**

**1. ADOPTION OF A RESOLUTION REAUTHORIZING THE COLLECTION OF 1.9996 MILLS UPON TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY NOT EXEMPT BY LAW IN THE DDA DISTRICT FOR 2012-2013 PURSUANT TO ACT 197 OF THE PUBLIC ACTS OF 1975 AS LAST AMENDED**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Greer to adopt the resolution. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Jaquish, Greer, Schlecte, Frounfelker and Dobies—6. Nays: Councilmember Breeding—1. Absent: 0.

**2. APPROVAL OF THE FISCAL YEAR 2012-2013 BUDGET FOR THE DOWNTOWN DEVELOPMENT AUTHORITY PURSUANT TO ACT 197 OF THE PUBLIC ACTS OF 1975 AS LAST AMENDED.**

Motion was made by Councilmember Frounfelker and seconded by Councilmember Dobies to refer the budget back to the DDA to address the deficit and bring the matter back to the Council on May 22, 2012. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

**ORDINANCES.**

**A. CONSIDERATION OF AN ORDINANCE AMENDING SECTION 2-502, ARTICLE VI, CHAPTER 2, CITY CODE, DEFINING THE TERMS “INSURABLE INTEREST,” “ELIGIBLE CHILD,” AND “SURVIVING SPOUSE.”**

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

**B. CONSIDERATION OF AN ORDINANCE AMENDING SECTION 1-18(D), CHAPTER 1, CITY CODE, AMENDING FINES AND PENALTIES TO BE CONSISTENT WITH STATE LAW.**

Motion was made by Councilmember Dobies and seconded by Councilmember Frounfelker to approve the ordinances and place them on the next regular Council meeting agenda for adoption. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

**C. FINAL ADOPTION OF ORDINANCE NO. 2012.8, AMENDING CHAPTER 28 (ZONING), CITY CODE, BY ADDING SEC. 28-159 – BUILDING DESIGN STANDARDS, AND PROPOSED AMENDMENTS TO ACCOMMODATE THE NEW PROVISIONS, AND AUTHORIZATION FOR THE CITY ATTORNEY TO MAKE MINOR MODIFICATIONS, IF NECESSARY, FOR FINALIZATION. (CITY PLANNING COMMISSION AND STAFF RECOMMEND APPROVAL.)**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.8. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish--2. Absent: 0.

**D. FINAL ADOPTION OF ORDINANCE NO. 2012.9, AMENDING CHAPTER 28 (ZONING), CITY CODE, BY REPLACING SEC. 28-152 (SITE PLAN REVIEW**

**PROCEDURES AND REQUIREMENTS), AND AMENDING SEC. 28-118 (PERFORMANCE GUARANTEES FOR IMPROVEMENTS) TO ACCOMMODATE THOSE NEW PROVISIONS. (CITY PLANNING COMMISSION AND STAFF RECOMMEND APPROVAL.)**

Motion was made by Councilmember Greer and seconded by Councilmember Dobies to adopt Ordinance No. 2012.9. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Greer, Schlecte, Frounfelker and Dobies—5. Nays: Councilmembers Breeding and Jaquish--2. Absent: 0.

**OTHER BUSINESS.**

None.

**NEW BUSINESS.**

- A. CONSIDERATION OF THE REQUEST TO APPROVE THE BID AWARD TO RJT CONSTRUCTION CO., JACKSON, FOR A COST OF \$131,155.65, FOR THE CONTRACT FOR WILDWOOD AVENUE WATER MAIN REPLACEMENT FROM EDWARD AVENUE TO LYDIA STREET, AND AUTHORIZATION FOR THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENT(S), IN ACCORDANCE WITH THE RECOMMENDATION OF THE PURCHASING AGENT AND THE CITY ENGINEER.**

Motion was made by Councilmember Greer and seconded by Councilmember Frounfelker to approve the request. The motion was adopted by the following vote. Yeas: Mayor Griffin and Councilmembers Breeding, Jaquish, Greer, Schlecte, Frounfelker and Dobies—7. Nays: 0. Absent: 0.

**CITY COUNCILMEMBERS' COMMENTS.**

Councilmember Frounfelker inquired about the repainting of the parking bay lines on Michigan Avenue and other streets as needed, asked that agendas for all Committee meetings be sent to the entire Council and asked for copies of all of the Administrative Regulations. He congratulated Ed Yoakam on winning the DDA Merchants' Artist Walking Tour Competition.

Councilmember Schlecte reminded everyone that Friday is Smart Commute Day. The Leaders Ride starts at 7:15 a.m. at Ella Sharp Park Pool.

Councilmember Greer thanked staff for all the work they did to bring HCL Technologies to downtown Jackson.

Councilmember Dobies congratulated 6<sup>th</sup> Ward resident Debra Carmody on her appointment to the Jackson District Library Board. He thanked Beverly Park Place residents for stepping up and helping to develop their boulevard, as well as the new Neighborhood Watch group. He congratulated everyone who worked on bringing HCL Technologies to Jackson and stated he is happy to be part of the budget process.

Mayor Griffin congratulated Jonathan Greene and Jennifer Tucker on a very successful (DDA) Discover Downtown Again Day on May 12.

**MANAGER'S COMMENTS.**

City Manager Shaffer thanked City staff for their dedication and determination in bringing HCL Technologies to downtown Jackson. He also praised Finance Director Hones and his staff for a job very well done on the proposed budget.

**EXECUTIVE SESSION TO DISCUSS COLLECTIVE BARGAINING.**

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

**RETURN TO OPEN SESSION.**

Motion was made by Councilmember Schlecte and seconded by Councilmember Jaquish to return to open session. The motion was adopted by unanimous voice vote.

**ADJOURNMENT.**

No further business being presented, Mayor Griffin adjourned the meeting at 8:25 p.m.


Lynn Fessel  
City Clerk



## City Assessor

161 West Michigan Avenue • Jackson, Michigan 49201  
Telephone: (517) 788-4033 • Facsimile: (517) 780-4762

City Council Meeting  
May 22, 2012  
Consent Calendar

TO: Honorable Mayor Griffin & City Council Members  
FROM: David Taylor, City Assessor   
DATE: May 16, 2012  
SUBJECT: Property Split on Enterprise Rd.

**Motion: Approval of request to divide vacant property on Enterprise Road. Parcel number 6-1873.6000 per request by the owner.**

Attached please find documentation regarding a property split on Enterprise Road. This is a request from the property owner. The property is on the north side of Enterprise Road. Attached are copies of the survey as well as a map showing the location of this property.

Under P.A. 591 of 1996 (The Land Division Act), owners of unplatted property are required to obtain permission from the local municipality before a property is divided.

Please feel free to contact this office if you have questions regarding the split.

/dt

Attachments

Copy: Sharon Hasen, City Manager's Office  
Lynn Fessel, City Clerk  
Engineering Department  
Water Department  
Inspection Department

REQUEST TO SPLIT/COMBINE PROPERTY

NOTE: ALL TAXES & SPECIAL ASSESSMENTS MUST BE PAID BY DECEMBER 31 BEFORE PARCELS WILL BE SPLIT OR COMBINED. IF THE PROPERTY TO BE SPLIT IS UNPLATTED, YOU MUST OBTAIN PERMISSION FROM THE CITY COUNCIL. IF THERE IS A MORTGAGE ON ONE PARCEL BUT NOT THE OTHER, PROPERTIES WILL NOT BE COMBINED. IF THERE IS A LAND CONTRACT INVOLVED FOR ANY OF THE PARCELS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LAND CONTRACT HOLDER BEFORE THE PROPERTIES WILL BE COMBINED.

TAXPAYER NAME Equestor Partners LLC DATE May 16, 2012  
TAXPAYER SIGNATURE Steven T. Taten VP and CFO - Alro Steel  
(50% Partner - Alro) Phone# (517) 788-3240  
TAXPAYER'S MAILING ADDRESS 2400 Enterprise Drive  
ADDRESS OF SUBJECT PROPERTY Vacant land West of 2400 Enterprise Drive  
PARCEL NUMBER(S) TO COMBINE/SPLIT 6-1843.6000 (See attached)

OFFICE USE ONLY

BEGINNING YEAR \_\_\_\_\_ PROPERTY CLASSIFICATION \_\_\_\_\_ BOOK MAP \_\_\_\_\_

NEW PARCEL NUMBER(S) \_\_\_\_\_

NEW LOT SIZE(S) \_\_\_\_\_

NEW LEGAL DESCRIPTION(S) \_\_\_\_\_

**RECEIVED**

MAY 16 2012

ASSESSOR'S OFFICE  
City of Jackson

NEW LEGAL(S): FLD BK \_\_\_\_\_ EQUAL \_\_\_\_\_ 400 \_\_\_\_\_ PRC \_\_\_\_\_

CURRENT LAND VALUE(S) \_\_\_\_\_

NEW LOT SIZE(S): PRC \_\_\_\_\_ EQUAL \_\_\_\_\_

RE-DRAW MAP(S): FLD BK \_\_\_\_\_ SML MAPS \_\_\_\_\_ GIS \_\_\_\_\_

DELINQUENT TAXES: \_\_\_\_\_

OUTSTANDING SPECIAL ASSESSMENTS: \_\_\_\_\_

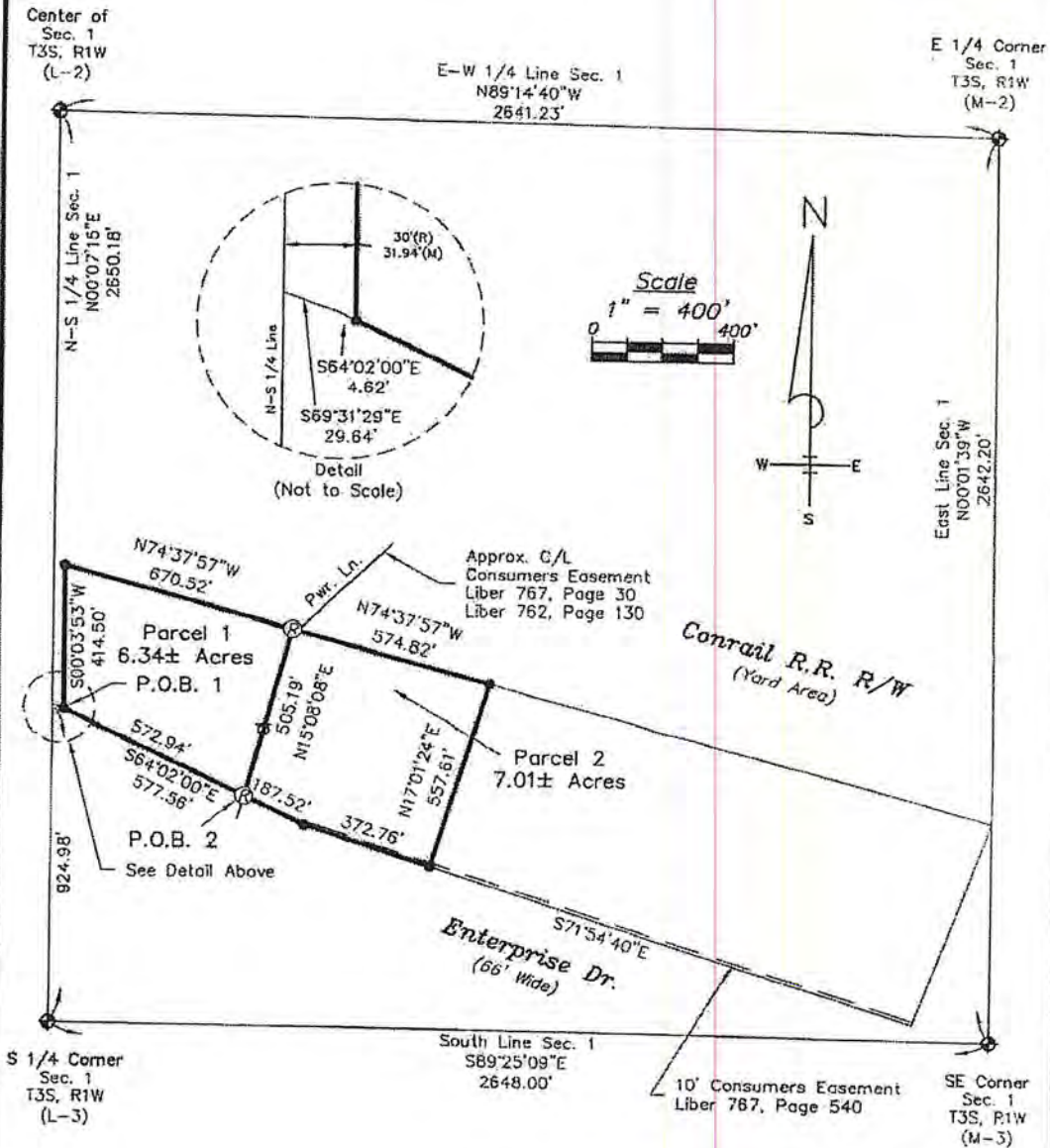
NEW PARCEL NO(S) & ADDRESS(ES): RED BK \_\_\_\_\_

LIST OF SPLITS/COMBS TO VARIOUS DEPARTMENTS \_\_\_\_\_

# Certificate of Survey

## Part of the SE 1/4 of Sec. 1, T3S, R1W Summit Twp., Jackson County, MI

Certified To:  
Alro Steel Corp.



JOB # : 2012.3259	<b>SSC SHERIDAN SURVEYING CO.</b>	<i>David E. Erickson</i> PROFESSIONAL SURVEYOR #29245
DRAWN : RST	910 Fifth Street Michigan Center, MI 49254	
DATE : 4-20-12		
SCALE : 1" = 400'		
PAGE : 1 OF 2	I HEREBY CERTIFY TO THE PARTY NAMED HEREON, THAT I HAVE SURVEYED THE PARCEL OF LAND AS ABOVE SHOWN OR DESCRIBED ON 4-20-12 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1:5,000 OR BETTER AND THAT THIS SURVEY COMPLIES WITH ALL REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED.	

# Certificate of Survey

~ Descriptions ~

**Parcel 1:**

A parcel of land in the Southeast 1/4 of Section 1, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan, more particularly described as:

Commencing at the South 1/4 Corner of said Section 1, thence N00°07'15"E along the North-South 1/4 Line of said section, 924.98 feet to the North Line of Enterprise Drive; thence S69°31'29"E along said North Line, 29.64 feet; thence S64°02'00"E continuing along said North Line, 4.62 feet to the Southwest Corner of land recorded in Liber 1582, Page 495 and the Point of Beginning of this description; thence continuing S64°02'00"E along said North Line, 572.94 feet; thence N15°08'08"E 505.19 feet to the Southerly Conrail Railroad Right-of-Way Line; thence N74°37'57"W along said Southerly Line, 670.52 feet to the West Line of land recorded in Liber 1582, Page 495; thence S00°03'53"W along said West Line, 414.50 feet to the Point of Beginning. Containing 6.34 acres, more or less.

Subject to all easements and restrictions, if any.

**Parcel 2:**

A parcel of land in the Southeast 1/4 of Section 1, Town 3 South, Range 1 West, City of Jackson, Jackson County, Michigan, more particularly described as:

Commencing at the South 1/4 Corner of said Section 1, thence N00°07'15"E along the North-South 1/4 Line of said section, 924.98 feet to the North Line of Enterprise Drive; thence S69°31'29"E along said North Line, 29.64 feet; thence S64°02'00"E continuing along said North Line, 577.56 feet to the Point of Beginning of this description; thence continuing S64°02'00"E along said North Line, 187.52 feet; thence S71°54'40"E continuing along said North Line, 372.76 feet; thence N17°01'24"E 557.61 feet to the Southerly Conrail Railroad Right-of-Way Line, thence N74°37'57"W along said Southerly Line, 574.82 feet; thence S15°08'08"W 505.19 feet to the Point of Beginning. Containing 7.01 acres, more or less.

Subject to all easements and restrictions, if any.



FILE NAME: 2569.DWG

JOB #: 2012.3259	<b>SHERIDAN SURVEYING CO.</b> 910 Fifth Street Michigan Center, MI 49254	PROFESSIONAL SURVEYOR #29245
DRAWN: RST	I HEREBY CERTIFY TO THE PARTY NAMED HEREON, THAT I HAVE SURVEYED THE PARCEL OF LAND AS ABOVE SHOWN OR DESCRIBED ON 4-20-12 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS WAS 1:5,000 OR BETTER AND THAT THIS SURVEY COMPLIES WITH ALL REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED.	
DATE: 4-20-12		
SCALE: 1" = 400'		
PAGE: 2 OF 2		



ENTERPRISE RD

MARKET ST

E. HIGH ST

EMMA ST

E HIGH ST

c



## City Assessor

161 West Michigan Avenue • Jackson, Michigan 49201  
Telephone: (517) 788-4033 • Facsimile: (517) 780-4762

City Council Meeting  
May 22, 2012  
Consent Calendar

TO: Honorable Mayor Griffin & City Council Members  
FROM: David Taylor, City Assessor *DT*  
DATE: May 16, 2012  
SUBJECT: Property Split at 424 & 426 N. West Avenue

**Motion: Approval of request to divide the property at 424 & 426 North West Avenue according to the deed provided by the Michigan Department of Transportation**

Attached please find documentation regarding a property split at 424 & 426 N. West Avenue. The property is on the west side of West Avenue south of the railroad tracks. Attached are copies of documents from the State as well as maps showing the location of the property.

The property division is taking place as part of the bridge reconstruction on West Avenue at the railroad tracks. The Michigan Department of Transportation had acquired these properties as part of the N. West Avenue for right of way for the bridge reconstruction project. The property is being given to the adjoining property owner. The homes that were on these properties were demolished in 2009.

Under P.A. 591 of 1996 (The Land Division Act), owners of unplatted property are required to obtain permission from the local municipality before a property is divided. The deed for this split has already been effected but we do want to provide the State with formal approval of the split in the form of a motion.

Please feel free to contact this office if you have questions regarding the split.

/dt

Attachments

Copy: Sharon Hasen, City Manager's Office  
Lynn Fessel, City Clerk  
Engineering Department  
Water Department  
Inspection Department



STATE OF MICHIGAN - JACKSON COUNTY  
Received 02/08/2012 10:30:30 AM 2610168  
Processed 02/08/2012 10:32:20 AM DQC  
Mindy Reilly, REGISTER OF DEEDS

Michigan Department  
Of Transportation  
2416 (1/06)

# QUITCLAIM DEED

OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION  
P.O. Box 30050, Lansing, Michigan 48909

The Michigan Department of Transportation (Grantor), whose address is P.O. Box 30050, Lansing, Michigan 48909, for the sum of Mutual Benefits quitclaims to Susan Mulvaney (grantee), whose address is 422 North West Avenue, Jackson, Michigan 49201 the following described real estate situated in the City of Jackson County of Jackson, State of Michigan, described as:

SEE ATTACHED LEGAL DESCRIPTION

Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134 Section (5)(h)(i) as amended. MCLA 207.505 (h)(i) and under 1933 Public Act 330 Section (6)(h)(i) as amended. MCLA 207.526 (h)(i)

This instrument is subject to the following reservations or restrictions which are binding on the grantee and their successors and assigns:

1. Grantor reserves such interest as may be necessary to permit invasion of the air space above the land and any structures, by noise, vibrations, fumes, or dust arising from construction, maintenance, repair, removal or use of the adjacent highway or street. Grantee agrees not to assert any claim arising out of these reserved interest.
2. Grantee agrees not to change the physical condition of the property so as to impede or interrupt the free flow of water run-off and drainage from the abutting highway right of way.
3. All easements of record and the right to maintain any public utility facilities existing on, under or over the property. Grantee agrees to permit the owners of these facilities to enter the property for maintenance purposes.
4. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.
5. The Grantor grants to the Grantee the right to make all available division(s) under section 108 of the land division act, Act No. 288 of Public Acts of 1967.

PROPERTY TAX CODE

CONROL SECTION 38072	PARCEL 225 Part A, 226 Part A	JOB NUMBER NA
TRACT NUMBER 1322	LAND CONTRACT NUMBER NA	

Signed this 12<sup>th</sup> day of December, 2011.

*Mark Van Port Fleet*

Signature Mark Van Port Fleet, Director, Bureau of Highway Develop.  
Michigan Department of Transportation

FORM APPROV  
12/8/11  
*MS*  
ASSISTANT  
ATTORNEY  
GENERAL

STATE OF MICHIGAN

County of INGHAM

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December 2011,  
by Mark Van Port Fleet, Director, Bureau of Highway Development, Michigan Department of Transportation

*Kathrean Reincke*  
NOTARY PUBLIC  
Kathrean Reincke  
County of Eaton, Acting  
in County of Ingham  
COUNTY Michigan  
January 02, 2018  
COMMISSION EXPIRES

DRAFTED BY Michael Christensen  
Michigan Department of Transportation  
Real Estate Division  
P.O. Box 30050  
Lansing, Michigan 48909

KATHREAN REINCKE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF EATON  
MY COMMISSION EXPIRES Jan 2, 2018  
ACTING IN COUNTY OF Ingham

When recorded return to :  
*#* Michigan Department of Transportation  
University Region  
4701 W. Michigan Ave.  
Jackson, Michigan 49201  
Attn: Jim Simon

CONTROL SECTION 38072	PARCEL 225 Part A, 226 Part A	JOB NUMBER NA
TRACT NUMBER 1322	LAND CONTRACT NUMBER NA	

## LEGAL DESCRIPTION

That part of Tract "A" lying Westerly of a limited access right of way line described as: Commencing at the East 1/4 Corner of Section 33, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan; thence South 00 degrees 14 minutes 24 seconds West, along the East Section Line of said Section 33, a distance of 244.27 feet to the centerline of Oakhill Street; thence North 86 degrees 45 minutes 48 seconds West, along said centerline, a distance of 4.69 feet to the Construction Centerline of M-50; thence South 01 degrees 15 minutes 24 seconds West, along said construction centerline a distance of 53.06 feet; thence South 00 degrees 40 minutes 38 seconds West, along said Construction Centerline a distance of 325.01 feet; thence North 89 degrees 19 minutes 22 seconds West, perpendicular to said Construction Centerline a distance of 45.00 feet to the point of beginning of said limited access right of way line; thence South 00 degrees 40 minutes 38 seconds West, along said limited access right of way line 49.99 feet; thence South 00 degrees 29 minutes 51 seconds West, a distance of 75 feet, more or less, to the Southerly line of Tract "A" and the point of ending of said limited access right of way line.

The lands described above in fee contain 0.25 acre, more or less.

There shall be no right of direct ingress or egress, to and from and between the lands herein described, over and across the above described limited access line.

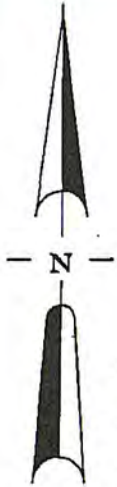
## Tract "A"

Commencing on the East line of Section 33, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan, 14 chains and 13 links North of the center of the Territorial Road, thence West 10 rods, thence South about 45 feet to the Northwest corner of E.J. Herman's land as recorded in Liber 165, Page 511, Jackson County Records, thence East along Herman's Northerly line to Section line, thence North about 45 feet to the Place of Beginning, ALSO: Commencing at a point in the West line of West Avenue, 164.8 feet North of the Northeast corner of Malaney and Richard's Addition, to the City of Jackson, according to the recorded Plat thereof, as recorded in Liber 5 of Plats, Page 10, Jackson County Records, thence Westerly parallel with the North line of Malaney and Richard's Addition 8 rods, thence North 56 feet to the South line of P & A Bradley's land and South line of property as described in Liber 1660, Page 1230, Jackson County Records, thence Easterly along the South line of P & A Bradley's land to the West line of West Avenue to a point 56 feet North of Place of Beginning, thence South along West line of West Avenue to beginning, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 33, Town 2 South, Range 1 West, City of Jackson.

CONTROL SECTION 38072	PARCEL NUMBER 225 Part A, 226 Part A	JOB NUMBER NA
TRACT NUMBER 1322	LAND CONTRACT NUMBER NA	

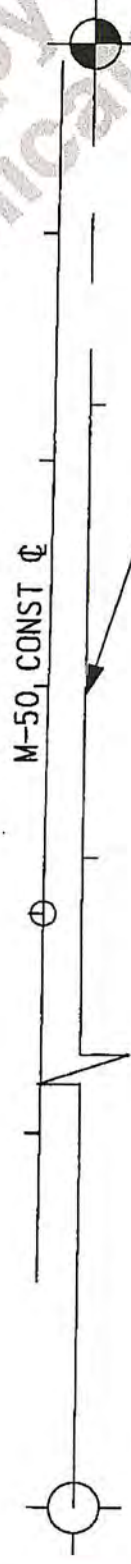
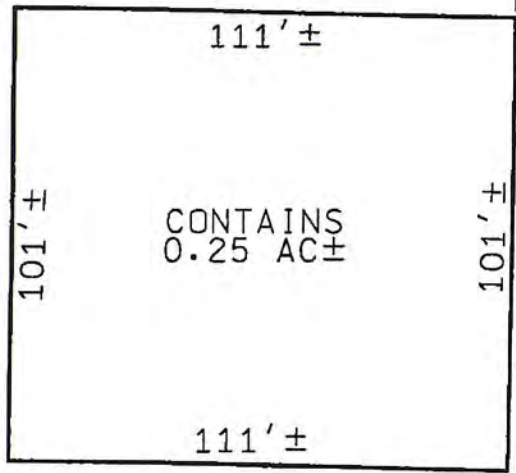
SEC.33, T2S , R1W  
CITY OF JACKSON  
JACKSON COUNTY

CONTROL 38072  
JOB NO. 79005B  
PARCEL 225, PT A  
AND 226, PT A  
Tract #1322

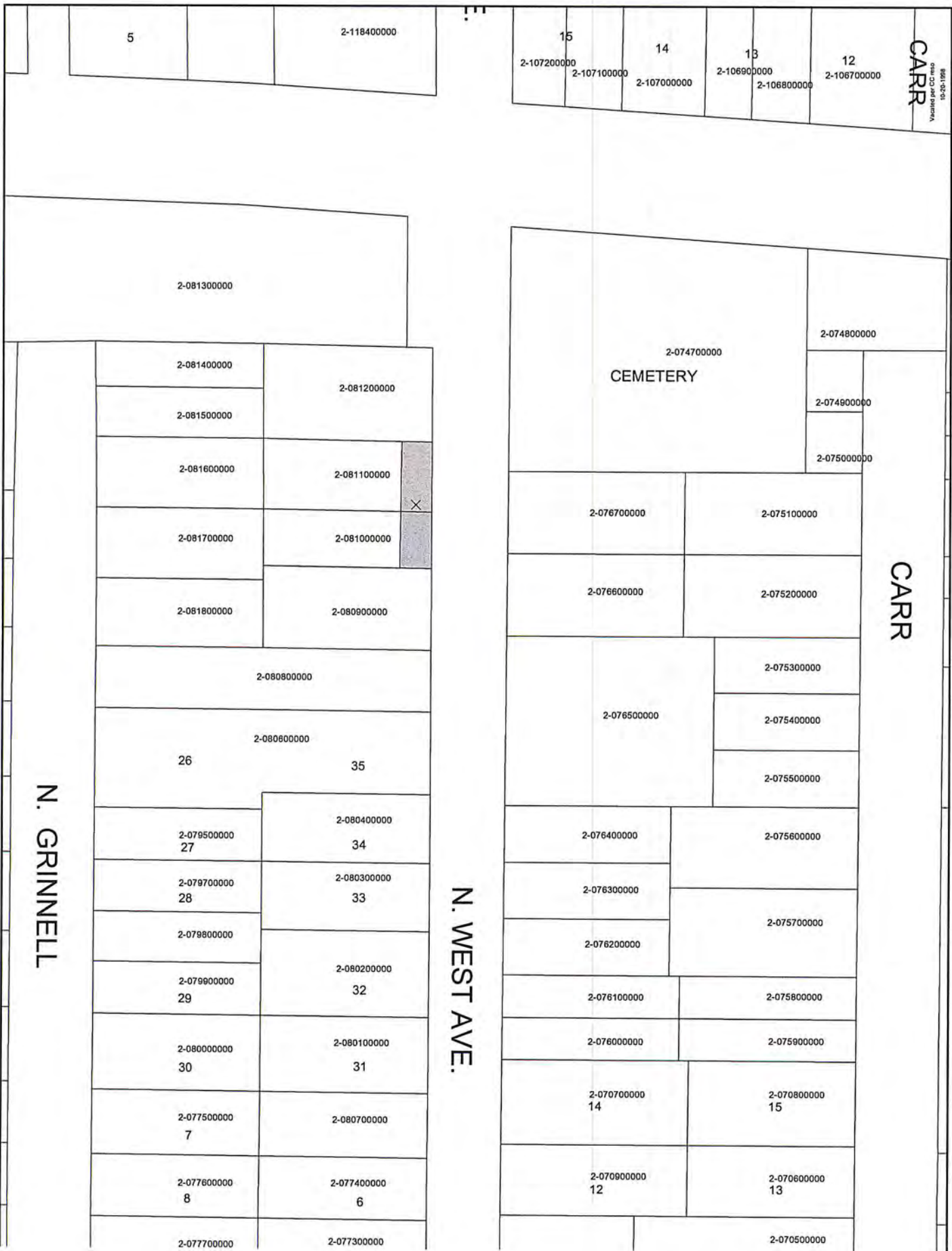


SCALE  
1"=40'  
DRW'N JW 6/11  
REV

Unofficial Copy  
Do Not Duplicate



EX M-50 SURVEY C  
AND SECTION LINE



**Julius A. Giglio**

*City Attorney*

**Bethany M. Smith**

*Deputy City Attorney*

**Gilbert W. Carlson**

*Assistant City Attorney*

OFFICE OF THE



161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

**CITY ATTORNEY**

CITY COUNCIL MEETING

May 22, 2012

NEW BUSINESS

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio

SUBJECT: Robert F. Tulloch v. City of Jackson, et al

DATE: May 14, 2012

**REQUESTED ACTION: The requisite action is to refer this matter to the City Attorney for handling.**

Attached is a copy of a Summons and Complaint that was served on the City. The suit was filed in the United State District Court.

The requisite action is to refer this matter to the City Attorney for handling.

JAG/dn

Enc.

cc Laurence Shaffer, City Manager

# United States District Court Eastern District of Michigan



Summons in a Civil Action *and* *Docket* *CC* *m*

Case: 2:12-cv-12055  
Judge: Steeh, George Caram  
MJ: Randon, Mark A.

Plaintiff(s) Name

Robert F. Tulloch  
7629 Coon Hill Rd  
Munith, Michigan 49259

Defendant(s) Name

City of Jackson Michigan

vs.

Plaintiffs attorney, address and telephone:

pro-se

Name and address of defendant being served:

161 W Michigan Ave.  
Jackson, Michigan 409201

*To the defendant*

This summons is notification that YOU ARE BEING SUED by the above named plaintiff(s).

1. You are required to serve upon the plaintiff's attorney, name and address above, an answer to the complaint within 202 days after receiving this summons, or take other actions that are permitted by the Federal Rules of Civil Procedure.
2. You must file the original and one copy of your answer within the time limits specified above with the Clerk of Court.
3. Failure to answer or take other action permitted by the Federal Rules of Civil Procedure may result in the issuance of a judgment by default against you for the relief demanded in the complaint.

David J. Weaver  
Clerk of the Court

**RECEIVED**

CITY of JACKSON

MAY 11 2012

CLERK'S OFFICE

BY 11:20 am/eb

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

Deputy Clerk

5/7/12  
Date of issuance

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

ROBERT F. TULLOCH

Plaintiff

vs.

CITY OF JACKSON MICHIGAN  
A MUNICIPAL CORPORATION

Defendant

---

Case:2:12-cv-12055  
Judge: Steeh, George Caram  
MJ: Randon, Mark A.  
Filed: 05-07-2012 At 02:00 PM  
CMP ROBERT F. TULLOCH V CITY OF JAC  
KSON MICHIGAN (LG)

**COMPLAINT FOR DECLARATORY JUDGEMENT**

COMES NOW PLAINTIFF Robert F. Tulloch, and for his complaint against  
Defendant, alleges as follows:

**PRELIMINARY STATEMENT**

1. This is a 42 U.S.C. § 1983 civil rights action challenging City Charter Article X, Section 10.3 - Petition Requirements of the City of Jackson Michigan which requires circulators of initiative and referendum petitions to be registered electors of the city at the time the petition is signed by the circulator. This practice violates the First Amendment under clearly-established law.

2. City Charter Article X, Section 10.3 - Petition Requirements of the City of Jackson Michigan requires the circulator of an initiative or referendum petition sign an **affidavit** stating that he or she circulated the petition and that the signatures are believed to be those of qualified electors. This requirement needlessly duplicates the petition circulators certification, requirements already documented on the petition forms published by the Michigan Bureau of Elections and required by statute.

This is clearly an impediment to the process of gathering signatures, is not required to meet a legitimate governmental purpose and is a violation of the First Amendment rights of the petition circulator.

3. City Charter Article X, Section 10.3 - Petition Requirements of the City of Jackson Michigan require the inclusion of the ward number in addition to the address of the qualified elector who signed the initiative or referendum petition. With the advent of modern computerized databases of registered voters, including the ward number serves no legitimate governmental purpose and can merely becomes a possible reason to reject the signature due to missing or erroneous ward number.

4. Plaintiff Tulloch's effort to circulate a referendum petition on a recently enacted ordinance of the City of Jackson was thwarted due to the unconstitutional requirement that circulators of a referendum petition be registered electors within the city.

5. Plaintiff Tulloch seeks an order from this court declaring Section 10.3 of the City of Jackson Charter unconstitutional.

## JURISDICTION AND VENUE

6. This court has jurisdiction over Plaintiffs federal claim under 28 U.S.C. § 1343(a), which provides for original jurisdiction of this Court in suits authorized by 42 U.S.C. § 1983 to redress the deprivation under color of state law, statute, ordinance, regulation, custom or usage of any right, privilege or immunity secured by the Constitution of the United States.

7. Venue is proper in this district because the Defendant City of Jackson Michigan has its official office in the Eastern District of Michigan and enforcement of the subject ordinance takes place in the Eastern District of Michigan..

## PARTIES

8. Plaintiff Robert F. Tulloch is a Jackson County, Michigan citizen and taxpayer. Mr. Tulloch is the President of the Jackson Area Landlords Association and a long term citizen-advocate for landlords rights in the City of Jackson.

9. Defendant City of Jackson Michigan is a municipal corporation located in Jackson Michigan. The City of Jackson is responsible for the passage and enforcement of Charter sections such as Section 10.3. The City of Jackson, City Clerk, an elected official of the City of Jackson is charged with validating the information provided by the petition circulators and rejecting the petitions if they do not comply with the requirements of Charter Section 10.3

## GENERAL ALLEGATIONS

10. The City of Jackson has passed various restrictions on speech advocating for referendums on city ordinances:

City Charter Article X, Section 10.3. - Petition Requirements.

The petition for initiative or referendum shall show the signature of its circulator. **The circulator shall be a registered elector of the city at the time the petition is signed by the circulator. The petition shall also show the ward and street number of the signers and the date of their signing. Each petition sheet shall be circulated by not more than one circulator. The circulator of each petition sheet shall sign an affidavit that he or she circulated the petition, and that the signatures are believed to be those of qualified electors.**

(Emphasis added)

11. The First Amendment to the U.S. Constitution, made applicable to the various states via the Fourteenth Amendment, *Gitlow v. New York* 268 U.S. 652, 666, 45 S.Ct. 625, 69 L.Ed.1138 (1925), provides, "Congress shall make no law ...Abridging the freedom of speech." It "was fashioned to assure unfettered interchange of ideas for the bringing about of political and social changes desired by the people." *Meyer v. Grant*, 486 U.S. 414,421, 108 S.Ct. 1886, 100 L.Ed.2d 425 (1988). Because state action includes city ordinances adopted under state

authority, the First Amendment prohibitions extend to Section 10.3, *Lovell v City of Griffin*, 303 U.S. 444, 450. 58 S. Ct. 666, 82 L.Ed. 949 (1938)

12. The City of Jackson Michigan Municipal Code Section 6.1. -  
State Law to Apply.

(1) Except as otherwise provided by this charter or ordinance, state law shall apply to the procedures relating to registration of voters, filing for office by candidates, and the conduct and canvass of city elections.

.....  
(5) Every person having the qualifications of an elector under state law, or who will have those qualifications at the next general, special, or primary election, shall be entitled to register as an elector of the city.

(6) The registration of electors of the city for all purposes shall be done in accordance with the provisions of the laws of the state governing the registration of electors.

13. MCL 168.10 "Qualified elector" defined.

Sec. 10.

(1) Except as provided in subsection (2), the term "qualified elector", as used in this act, means a person who possesses the qualifications of an elector as prescribed in section 1 of article II of

the state constitution of 1963 and who has **resided in the city** or township **30 days**. Mich. Const 1963 art 2 § 1 Every citizen of the United States who has attained the age of 21 years, who has resided in this state six months, and who meets the requirements of local residence provided by law, shall be an elector and qualified to vote in any election except as otherwise provided in this constitution..

14. Michigan's legislature does not impose similar requirements for circulators of initiative or referendum petitions as those imposed by Jackson City Charter Section 10.3. The initiative/referendum petition forms supplied by the Michigan Bureau of Elections are used in both state and local initiative and referendum efforts and contain the circulator certificate required by statute:

The circulator certificate is required by MCL 168.544c and applies to initiative and referendum petitions by virtue of MCL 168.482(6). The circulator of an initiative or referendum petition must be qualified to register to vote at the time he or she signs the circulator certificate. MCL 168.544c(3). The statute expressly authorizes the Board of State Canvassers to issue subpoenas in relation to alleged violations involving circulators. MCL 168.544c(12).

The circulator of a petition under section 482 (Initiative and referendum petitions) need only be qualified to be a registered elector of this state at the time of circulation and at the time of executing the certificate of circulator.

15. A requirement applicable to recall petitions with similar effect to the requirement of City of Jackson Charter Article X, Section 10.3 was struck down as unconstitutional by U.S. District Judge Robert Holmes Bell, Judge of the Western District of Michigan, 1:08-cv-687 and 675 F. Supp.2nd 742 (2009).

16. The City of Jackson Charter Section 10.3 imposes a severe burden on political speech in the city and therefore must be narrowly tailored to meet a compelling municipal interest. The requirements reduce the total corpus of political speech and association and is not narrowly tailored to meet a compelling government interest.

#### ***Plaintiffs Referendum Effort***

17. On February 21<sup>st</sup>, 2012, the City Council of the City of Jackson approved an ordinance, 2012-3, which imposed a requirement on all non-owner occupied properties to register those properties with the City of Jackson, Department of Community Development. There were also revisions to the Housing Code requirements for the City of Jackson.

18. The City Council passed this Ordinance after much vocal opposition was expressed by stakeholders during the 3 minute general public comment time allotted each speaker at the beginning of each council meeting. Vocal opposition had been expressed during the same comment period preceding the first reading of the ordinance on January 24<sup>th</sup> 2012. The opponents of the ordinance expressed opposition not only on the excessive fees imposed under the ordinance but to

some provisions of the ordinance itself. The City Council was repeatedly asked to table the ordinance so rental property owners and other stakeholders could meet in working sessions with the Community Development Department at both the first reading and the final reading held one month later. All the requests were denied and the ordinance was passed without proper community input.

19. The Plaintiff made a decision to start a referendum petition against the implementation of the ordinance which would suspend its effectivity and require it to be placed on a ballot for voter approval. This would have provided time and incentive for the city to work with stakeholders to resolve the differences over the ordinance.

City of Jackson Charter Article X, Section 10.2. - Right of  
Referendum

(1) An ordinance shall be suspended and of no effect if, after its passage and prior to its taking effect, petitions protesting same are filed with the clerk signed by a number of qualified electors of the city equal to at least ten (10) percent of the total vote for all candidates for mayor in the last preceding election. This section shall not prevent an emergency ordinance from going into effect. The council, upon validation of the petitions by the clerk, shall either:

(a) Repeal the ordinance in its entirety; or

(b) Submit the ordinance to a vote of the electors of the city either at the next general city election, or at a special election. An election must be held not later than ninety (90) days from the date of the filing of the petitions.

(2) The ordinance shall not be effective unless a majority of the electors voting on it shall vote in its favor.

(3) An emergency ordinance shall be subject to a referendum in the same manner as other ordinances, except that it shall be effective at the time indicated in the ordinance. The ordinance shall be repealed if a majority of the electors voting on the issue vote against it.

20. The Plaintiff's political associates who's numbers could be depended upon to make such an effort in circulating petitions were precluded from doing so due to Section 10.3 requiring circulators to be registered electors in the City of Jackson. The great majority of the Plaintiff's political associates own property in but are not residents of the city. Because of this restriction, it was impossible to gather the required number of signatures on the referendum petitions in the time allotted. (30 days from final passage and prior to the effectivity date of the ordinance). Had Section 10.3 not contained the unconstitutional restrictions which are the subject of this suit, the Plaintiff and his political associates would have collected the required number of signatures (354) and submitted them to the Clerk of the City of Jackson by the required date.

21. The United States Supreme Court has determined that a state violated citizens' First Amendment free speech and association rights by requiring petition circulators to be registered voters.<sup>1</sup> Additionally, states violate citizens' First Amendment free speech and association rights by requiring circulators to be residents of a certain state (or residents of a certain district within a state) in order to circulate petitions.<sup>2</sup> Thus both voter-registration and state and district-residency requirements for petition circulators violate the First Amendment of the United States Constitution..

*Previous attempt to resolve this issue.*

22. Plaintiff sent a letter to the Mayor and City Attorney of the City of Jackson outlining how the plaintiff felt that Section 10.3 was unconstitutional and asked that it be revised to eliminate those questionable portions. That correspondence went unanswered. On April 9<sup>th</sup> 2012, the Plaintiff spoke with the Jackson City Attorney and learned that the "Ordinance" in question was actually part of the City Charter but listed as part of the City of Jackson Code of Ordinances. As part of the Charter, the subject section could only be revised by vote of the electorate of the city or intervention of the federal courts as requested herein.

<sup>1</sup> *Beckley c. Am. Const. Law Found., Inc*, 525 U.S. 182; 119 S.Ct.636; 142 L.Ed. 2<sup>nd</sup> 599 (1999).

<sup>2</sup> *Lerman v. Bd. Of Elections*, 232 F3d 135, 139 (2<sup>nd</sup> Cir. 2000); *Krislov v. Rednour*, 226 F.3d 851, 866 (7<sup>th</sup> Cir. 2000).

*The Relief Plaintiff Requests of this Court Will Redress His First Amendment Injury and Prevent Recurrence*

Declaratory Relief

23. Plaintiff intends to circulate both Initiative petitions and Referendum Petitions as the need arises in the near future.

24. Defendants future enforcement of Charter Section 10.3 will again deprive plaintiff of his First Amendments rights to engage in political association with petition circulators and political speech through circulation of petitions within the city by impeding the collection process through the requirement of providing a signed affidavit for each petition sheet and including/verifying ward numbers with each address. The City of Jackson can identify no harm or danger arising from local citizens' political association and speech with out-of-city or unregistered citizens' circulation of Initiative and Referendum petitions.

25. This is an actual controversy requiring judicial attention and oversight. Both Plaintiff and Defendant require a clear determination as to the constitutionality of Charter Section 10.3. Plaintiff is entitled to a declaratory judgment from this court declaring that identified parts of City of Jackson Charter Section 10.3 are unconstitutional.

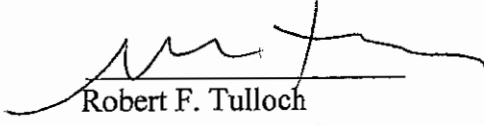
26. Declaratory relief will assure that the City of Jackson no longer enforces the unconstitutional requirements currently included in the Section 10.3 which prevented Plaintiff from acquiring sufficient signatures to effect a referendum vote on Ordinance 2012-3.

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor and against Defendant:

Declaring that the identified parts of City of Jackson Charter Section 10.3 is unconstitutional.

Respectfully Submitted

Dated: 5/7/12

  
Robert F. Tulloch  
7629 Coon Hill Rd.  
Munith, Michigan 49259  
(517) 596-2592

*Plaintiff Pro-Se*



# Department of Community Development

## Building a Stronger Community

---

---

161 W. Michigan Avenue • Jackson, MI 49201-1303•

Facsimile (517) 780-4781

Administrative Services  
(517) 788-4060

Building Inspection  
(517) 788-4012

Rehabilitation Services & Information  
(517) 788-4070

### CITY COUNCIL MEETING

May 22, 2012

NEW BUSINESS

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Patrick H. Burtch, Deputy City Manager/Community Development Director

**RE:** CDBG and HOME Financial Summaries through April 2012

**MOTION:** **Receipt of the CDBG and HOME Financial Summaries through April 2012**

---

Attached please find Financial Summaries for CDBG and HOME funds for the ten months ended May 22, 2012.

Cc: Heather Soat, Accounting Manager  
Michelle Pultz, Records Management Coordinator

**City of Jackson  
Community Development Block Grant  
Monthly Financial Summary  
For the Ten Months Ended April 30, 2012**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
<b><u>Public Services</u></b>							
1 AWARE							
FY 2010/2011	15,000	12,500	-	2,500	15,000	-	100.0%
FY 2011/2012	5,500	-	-	-	-	5,500	0.0%
2 JAHC - Homeownership Training (FY 2010/2011)	8,000	7,737	135	263	8,000	-	100.0%
3 MLK Summer Program	40,000	-	-	40,000	40,000	-	100.0%
4 Center for Family Health	10,000	-	-	10,000	10,000	-	100.0%
5 Partnership Park-After School Programs (FY 2010/2011)	5,000	2,690	-	2,310	5,000	-	100.0%
6 United Way - 211 Services	7,500	-	-	7,500	7,500	-	100.0%
7 Salvation Army - Heating Assistance	55,954	-	26,256	31,161	31,161	24,793	55.7%
<b><u>Administration</u></b>							
8 Administration & Planning							
FY 2010/2011	249,700	145,174	-	104,526	249,700	-	100.0%
FY 2011/2012	205,000	-	6,478	60,378	60,378	144,622	29.5%
<b><u>Code Enforcement</u></b>							
9 City Code Enforcement Division							
FY 2010/2011	503,345	386,244	-	117,101	503,345	-	100.0%
FY 2011/2012	485,000	-	39,475	251,686	251,686	233,314	51.9%
10 City Attorney Office							
FY 2010/2011	63,000	33,722	-	29,278	63,000	-	100.0%
FY 2011/2012	29,000	-	5,388	14,415	14,415	14,585	49.7%
<b><u>Housing Rehabilitation Projects</u></b>							
11 Owner Occupied Housing Rehabilitation							
FY 2008/2009	58,980	33,345	-	2,539	35,884	23,096	60.8%
FY 2009/2010	88,000	-	-	-	-	88,000	0.0%
FY 2010/2011	60,000	-	-	-	-	60,000	0.0%

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
FY 2011/2012	50,027	-	-	-	-	50,027 ±	0.0%
12 City Emergency Hazard Repair Program							
FY 2010/2011	125,000	37,067	1,283	58,453	95,520	29,480	76.4%
FY 2011/2012	54,900	-	-	-	-	54,900	0.0%
13 New Neighbor Program (FY 2005/2006)	80,000	69,329	-	6,943	76,272	3,728 ±	95.3%
14 World Changers							
FY 2010/2011	45,585	12,454	-	20,929	33,383	12,202	73.2%
FY 2011/2012	40,000	-	-	-	-	40,000	0.0%
15 Cleanup (FY 2010/2011)	10,000	-	-	-	-	10,000 ±	0.0%
16 City Rehab Administration (Denied Loans)							
FY 2008/2009	3,000	1,491	-	1,509	3,000	-	100.0%
FY 2009/2010	1,000	-	243	1,000	1,000	-	100.0%
FY 2010/2011	1,000	-	1,000	1,000	1,000	-	100.0%
FY 2011/2012	1,000	-	573	573	573	427 ±	57.3%
17 John George Home - building repairs							
FY 2010/2011	10,000	9,660	-	-	9,660	340	96.6%
FY 2011/2012	12,500	-	-	-	-	12,500	0.0%
18 DDA - Façade Loans (FY 2008/2009)	18,000	5,026	-	-	5,026	12,974 ±	27.9%
<b><u>Street Projects</u></b>							
19 Mason - Jackson to Francis (FY 2009/2010)	141,910	73,118	5,383	64,935	138,053	3,857	97.3%
20 Loomis - Leroy to North (FY 2009/2010)	116,041	18,715	2,330	97,326	116,041	-	100.0%
21 Loomis - North to Argyle (FY 2009/2010)	47,000	-	-	47,000	47,000	-	100.0%
22 Monroe Street Sidewalk (FY 2009/2010)	25,049	25,049	-	-	25,049	-	100.0%
23 Special Assessments (FY 2009/2010)	22,718	820	-	-	820	21,898	3.6%
24 Wilkins - Jackson to Williams (FY 2010/2011)	103,000	897	13,178	81,435	82,332	20,668	79.9%
25 Wilkins - Williams to Mechanic (FY 2010/2011)	106,000	-	-	-	-	106,000	0.0%
26 Wilkins - Mechanic to Francis (FY 2010/2011)	136,000	-	-	136,000	136,000	-	100.0%
27 Special Assessments (FY 2010/2011)	10,000	-	-	-	-	10,000	0.0%
28 Biddle - Jackson to Williams	53,000	-	1,250	5,750	5,750	47,250	10.8%
29 Forest - Bend to Edgewood	106,000	-	5,000	5,095	5,095	100,905	4.8%
30 Homewild - Ellery to Edgewood	119,000	-	5,546	5,641	5,641	113,359	4.7%

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
31 Special Assessments	25,000	-	-	-	-	25,000	0.0%
<b><u>Other Projects</u></b>							
32 Public Works - curb ramps							
FY 2009/2010	67,523	57,655	-	9,868	67,523	-	100.0%
FY 2010/2011	20,000	-	-	20,000	20,000	-	100.0%
FY 2011/2012	10,000	-	-	1,714	1,714	8,286	17.1%
33 Tree Removal/Replacement							
FY 2009/2010	25,000	18,751	-	6,249	25,000	-	100.0%
FY 2010/2011	14,000	-	-	14,000	14,000	-	100.0%
FY 2011/2012	15,000	-	7,525	13,100	13,100	1,900	87.3%
<b><u>Economic Development</u></b>							
34 Job Creation Loans							
FY 2010/2011	50,000	-	-	-	-	50,000	0.0%
FY 2011/2012	20,000	-	-	-	-	20,000 *	0.0%
<b><u>Public Improvements</u></b>							
35 JPD Equipment (FY 2010/2011)	7,752	7,606	-	-	7,606	146 *	98.1%
36 Demolition (FY 2010/2011)	38,000	-	-	-	-	38,000	0.0%

NOTE: All funds are FY 2011/2012 allocations unless otherwise indicated

Balances denoted with an asterisk have been identified as possible demolition funding for the Neighborhood Economic Stabilization program.

**City of Jackson  
HOME  
Monthly Financial Summary  
For the Ten Months Ended April 30, 2012**

	<u>Budgeted</u>	<u>Expended Prior Year</u>	<u>Actual Month-to-Date</u>	<u>Actual Year-to-Date</u>	<u>Total Funds Expended- to-Date</u>	<u>Balance</u>	<u>Percent Spent</u>
1 Rehabilitation Assistance Program							
FY 2009/2010	547,129	460,727	87	64,452	525,179	21,950	96.0%
FY 2010/2011	216,617	-	-	-	-	216,617	0.0%
FY 2011/2012	185,453	-	-	-	-	185,453	0.0%
2 HOME Administration							
FY 2010/2011	30,400	-	-	30,400	30,400	-	100.0%
FY 2011/2012	32,189	-	-	-	-	32,189	0.0%
3 JAHC - Downpayment Assistance							
FY 2010/2011	40,000	-	-	16,456	16,456	23,544	41.1%
4 JAHC - CHDO Operating Expenses							
FY 2009/2010	15,000	5,856	-	1,045	6,901	8,099	46.0%
FY 2010/2011	18,000	-	-	-	-	18,000	0.0%
5 CAA - CHDO Operating Expenses (FY 2011/2012)	16,000	-	-	-	-	16,000	0.0%
6 JAHC - CHDO Acquisition/Rehab/Resale							
FY 2009/2010	73,072	55,477	-	17,595	73,072	-	100.0%
FY 2010/2011	90,000	89,670	-	(16,764)	72,906	17,094	81.0%
7 CAA - CHDO Acq/Rehab/Resale (FY 2011/2012)	53,250	-	-	-	-	53,250	0.0%
8 JAHC - Administration (FY 2010/2011)	6,000	4,600	-	394	4,994	1,006	83.2%
9 Habitat for Humanity (FY 2011/2012)	35,000	-	-	13,706	13,706	21,294	39.2%



## Department of Public Works - Engineering

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4160 — Facsimile: (517) 768-6435

### CITY COUNCIL MEETING MAY 22, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Patrick Burtch, Deputy City Manager  
Jon H. Dowling, P.E., City Engineer

SUBJECT: Engineer's Report for Homewild Avenue Construction from  
Ellery Avenue to Edgewood Street

**MOTION: CONSIDERATION OF THE REQUEST TO RECEIVE THE ENGINEER'S REPORT FOR STREET CONSTRUCTION ON HOMEWILD AVENUE FROM ELLERY STREET TO EDGEWOOD STREET AND THE CLOSURE OF HOMEWILD AVENUE BETWEEN ELLERY STREET AND FOREST AVENUE, AND ESTABLISHMENT OF JUNE 12, 2012 AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING OF NECESSITY.**

The Department of Public Works - Engineering requests that City Council establish a public hearing of necessity to be held on June 12, 2012 for street reconstruction on Homewild Avenue from Ellery Street to Edgewood Street and closure of Homewild Avenue between Ellery Street and Forest Avenue. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Department records show that this section of Homewild Avenue was originally constructed in 1919 and overlaid with a single one-inch course of asphalt in 1970. The existing pavement is badly deteriorated with significant cracking and scattered potholes throughout. The curb and gutter has also deteriorated and is broken throughout. At various locations, it has deteriorated to the point that the curb head no longer exists. The attached photographs show the current street conditions.

The Department of Engineering proposes to reconstruct Homewild Avenue from Ellery Street to Edgewood Street with new aggregate base, asphalt pavement and concrete curb and gutter. The antiquated cast iron mains that service the homes within this section of Homewild Avenue will be replaced in conjunction with the street reconstruction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

The existing four-inch cast iron water main that currently serves the properties on the south side of the street was installed in approximately 1919 and is old and undersized. It is located within the 10' wide alley that runs behind the homes that it serves. It provides low water quality and insufficient flows and, due to its location within the narrow alley and close proximity to the sanitary sewer that shares the alley, is difficult to maintain. The existing six-inch water main under Homewild Avenue that serves the homes on the north side of the street is also old and undersized. These two old mains will be replaced with a new single 8-inch main under Homewild Avenue that will serve both sides of the street.

The expansion of the Allegiance Health campus has resulted in a significant change in the nature of traffic on the subject block of Homewild Avenue from what it was a century ago when this neighborhood was first developed. The existing street was designed in terms of its geometric alignment, width of travel lanes and pavement section to serve the residents of the adjacent homes. It is rated as a "Local Street" on the National Functional Classification map and its maintenance is paid for with Local Street funds. However, there is now a vast area of parking lots for Allegiance Health directly west of the subject block as shown on the attached Figure A. As a result, the street has been serving a significant amount of "cut-through" traffic in recent years. As this type of traffic has a destination other than a house on the street, it tends to be at increased speeds. Some residents on the block have related that the increased volume of traffic and the higher speeds have degraded the quality of their residential neighborhood.

The proposed project offers an opportunity to make changes that will revert this street back to its intended use – to serve the residents in the adjacent homes. The Department of Engineering proposes to close a seventy-foot section of Homewild Avenue between Ellery Street and Forest Avenue. The detail in the bottom right corner of the attached Figure A shows the proposed layout of the street closure. This closure will remove "cut-through" traffic from the subject block without creating any dead-end streets that are difficult for school buses, garbage trucks and emergency vehicles to use. This closure will not impact the ability of motorists to access the Allegiance Health campus.

The appropriate streets for those accessing the Allegiance Health Campus are those in the Major Street system that surround it such as Elm Avenue, Ganson Street, Michigan Avenue and Waterloo Avenue. These streets have been constructed with lane widths, pavement sections and traffic control devices designed to accommodate large volumes of traffic at higher rates of speed. The attached Figure A shows the layout of the buildings and parking lots on the Allegiance Health campus and their relationship to the surrounding neighborhood and the Major Street system.

Estimate project costs and funding are as follows:

Local Street Funds	\$ 5,099.44
CDBG	\$ 119,000.00
Street Construction Assessments	\$ 38,900.56
Water Funds	\$ 103,000.00
Total Project Cost	\$ 266,000.00

The established individual assessment information has been reviewed by the City Assessor and includes corner lot benefits where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted by resolution on July 21, 1998, and on the highest individual assessments for this project, the number of annual installment periods will be ten.

TRW:sms

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



Photo 1: Condition of existing pavement facing west on Homewild Avenue from Edgewood Street



Photo 2: Condition of existing pavement facing west on Homewild Avenue from mid-block



Photo 3: Condition of existing pavement facing east on Homewild Avenue from Ellery



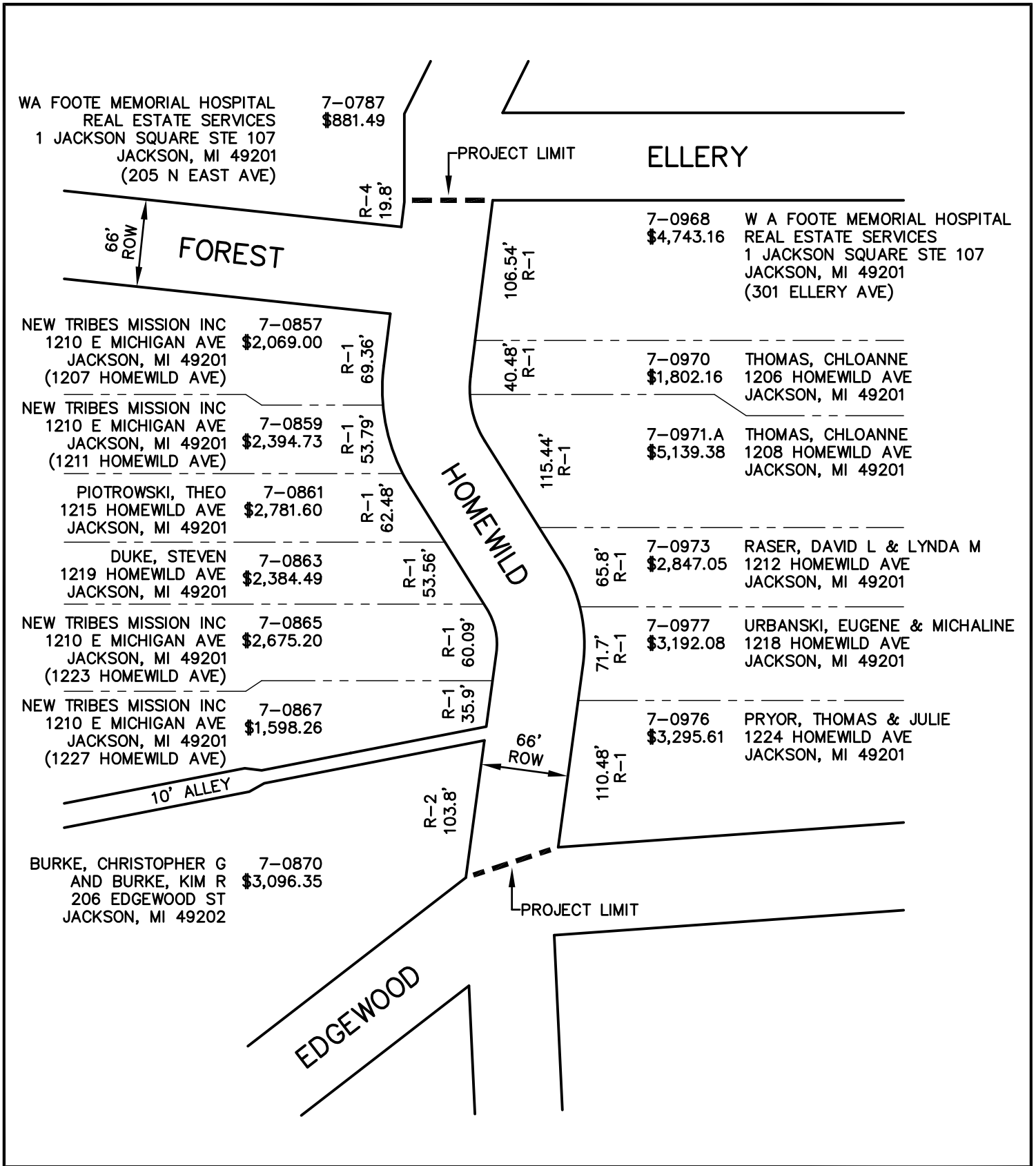
Photo 4: Condition of existing curb and gutter on north side of Homewild Avenue at Edgewood



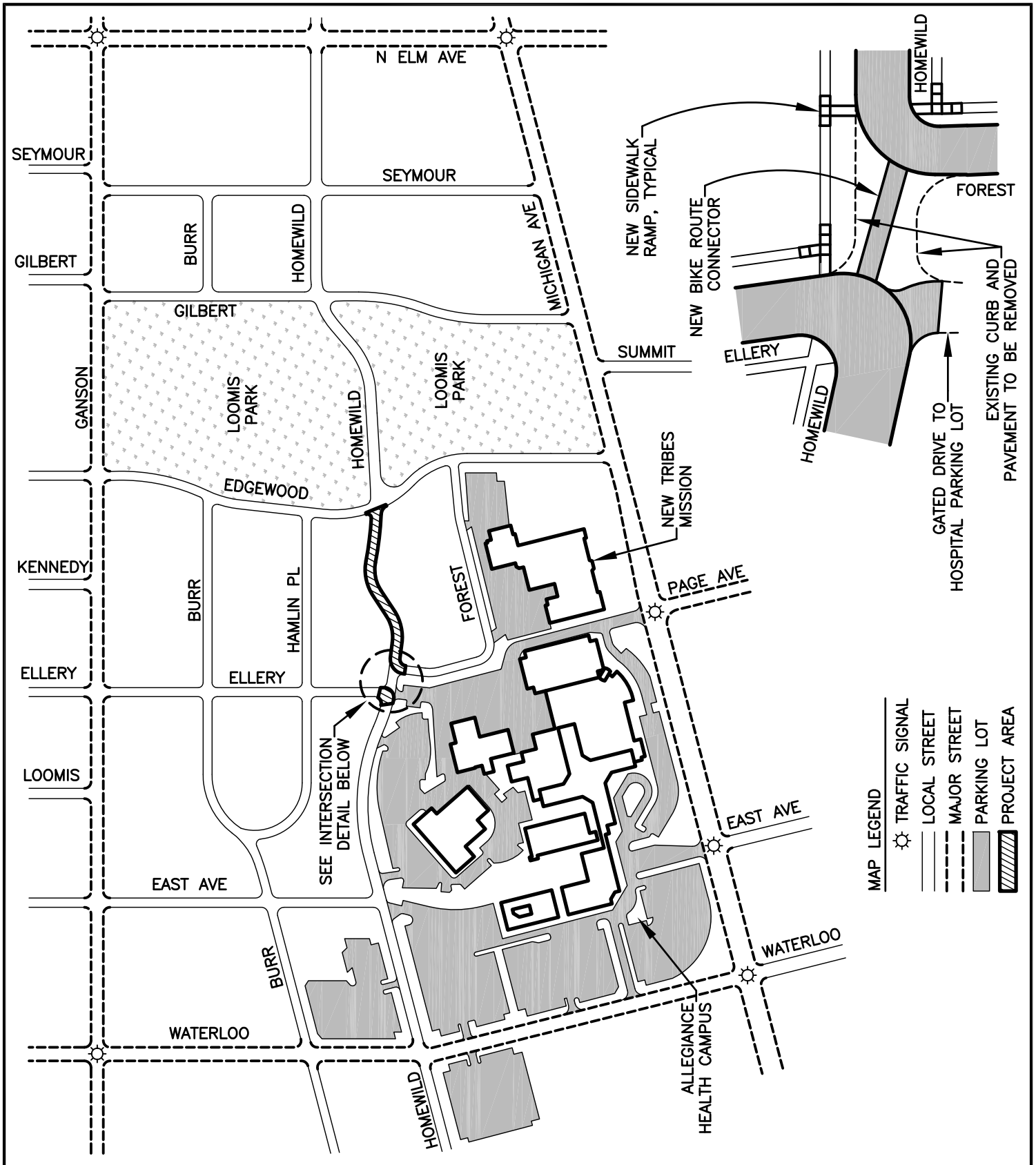
Photo 5: Condition of existing curb and gutter on north side of Homewild Avenue at mid-block



Photo 6: Condition of existing curb and gutter on south side of Homewild Avenue at Forest Avenue



	SCALE: 1" = 100'	<b>ASSESSMENT MAP FOR HOMEWILD AVENUE FROM ELLERY TO EDGEWOOD</b> PAGE 1 OF 1
	DATE: 05/09/12	
	DRAWN BY: TRW	
	CITY OF JACKSON DEPARTMENT OF ENGINEERING	



	SCALE: 1" = 400'
	DATE: 05/07/12
	DRAWN BY: TRW
	CITY OF JACKSON DEPARTMENT OF ENGINEERING

**FIGURE A**  
**NEIGHBORHOOD MAP AND**  
**STREET CLOSURE DETAIL FOR**  
**HOMEWILD BETWEEN ELLERY & FOREST**



## Department of Public Works - Engineering

161 W. Michigan Avenue - Jackson, MI 49201  
Telephone: (517) 788-4160 — Facsimile: (517) 768-6435

### CITY COUNCIL MEETING MAY 22, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Patrick Burtch, Deputy City Manager  
Jon H. Dowling, P.E., City Engineer

SUBJECT: Engineer's Report for Forest Avenue Construction from the West Bend to Edgewood

**MOTION: CONSIDERATION OF THE REQUEST TO RECEIVE THE ENGINEER'S REPORT FOR STREET CONSTRUCTION ON FOREST AVENUE FROM THE WEST BEND TO EDGWOOD STREET, AND ESTABLISHMENT OF JUNE 12, 2012, AT THE CITY COUNCIL MEETING AS THE TIME AND PLACE TO HOLD A PUBLIC HEARING OF NECESSITY.**

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The Department of Public Works - Engineering requests that City Council establish a public hearing of necessity to be held on June 12, 2012 for street reconstruction on Forest Avenue from the west bend to Edgewood Street. This report is prepared for City Council per the Assessment Policy regarding the necessity of street construction.

Although it is known that the homes on Forest were built between 1900 and 1920, department records do not show when Forest Avenue was originally constructed. In 1970, the street was overlaid with a single one-inch course of asphalt. The existing pavement is badly deteriorated with significant cracking and scattered potholes throughout. The curb and gutter has also deteriorated and is broken throughout. At various locations, it has deteriorated to the point that the curb head no long exists. The attached photographs show the current street conditions.

The Department of Engineering proposes to reconstruct Forest Avenue from the west bend to Edgewood Street with new aggregate base, asphalt pavement and concrete curb and gutter. The antiquated cast iron main that services the homes on the north side of Forest Avenue will be replaced in conjunction with the street reconstruction. The water main portion of this project is part of the water main replacement program to improve water quality and pressure in the neighborhood.

The existing four-inch cast iron water main that currently serves the properties on the north side of the street was installed in approximately 1919 and is old and undersized. It is located within the 10' wide alley that runs behind the homes that it serves. It provides low water quality and insufficient flows and, due to its location within the narrow alley and close proximity to the sanitary sewer that shares the alley, is difficult to maintain. The new eight-inch replacement main will be constructed under Forest Avenue, a standard location that will enable better access for its future maintenance and provide the appropriate separation distance from sewers.

Estimated project costs and funding are as follows:

Local Street Funds	\$ 17,835.03
CDBG	\$106,000.00
Street Construction Assessments	\$ 39,164.97
Water Funds	\$ 111,400.00
Total Project Cost	\$ 274,400.00

The established individual assessment information has been reviewed by the City Assessor and includes corner lot benefits where applicable. According to the City Code, the City Assessor determines if corner lots benefits are granted. Associated costs are shown on the attached assessment maps. If this project is ordered, the assessment roll can be spread over a period of time. The number of years is based on the highest individual assessment amount that produces the longest period of time allowed for payment. Based on a schedule of assessments adopted by resolution on July 21, 1998, and on the highest individual assessments for this project, the number of annual installment periods will be ten.

TRW:sms

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



Photo 1: Condition of existing pavement facing west on Forest Avenue from Edgewood Street



Photo 2: Condition of existing pavement facing west on Forest Avenue from mid-block



Photo 3: Condition of existing pavement facing east on Forest Avenue from west bend



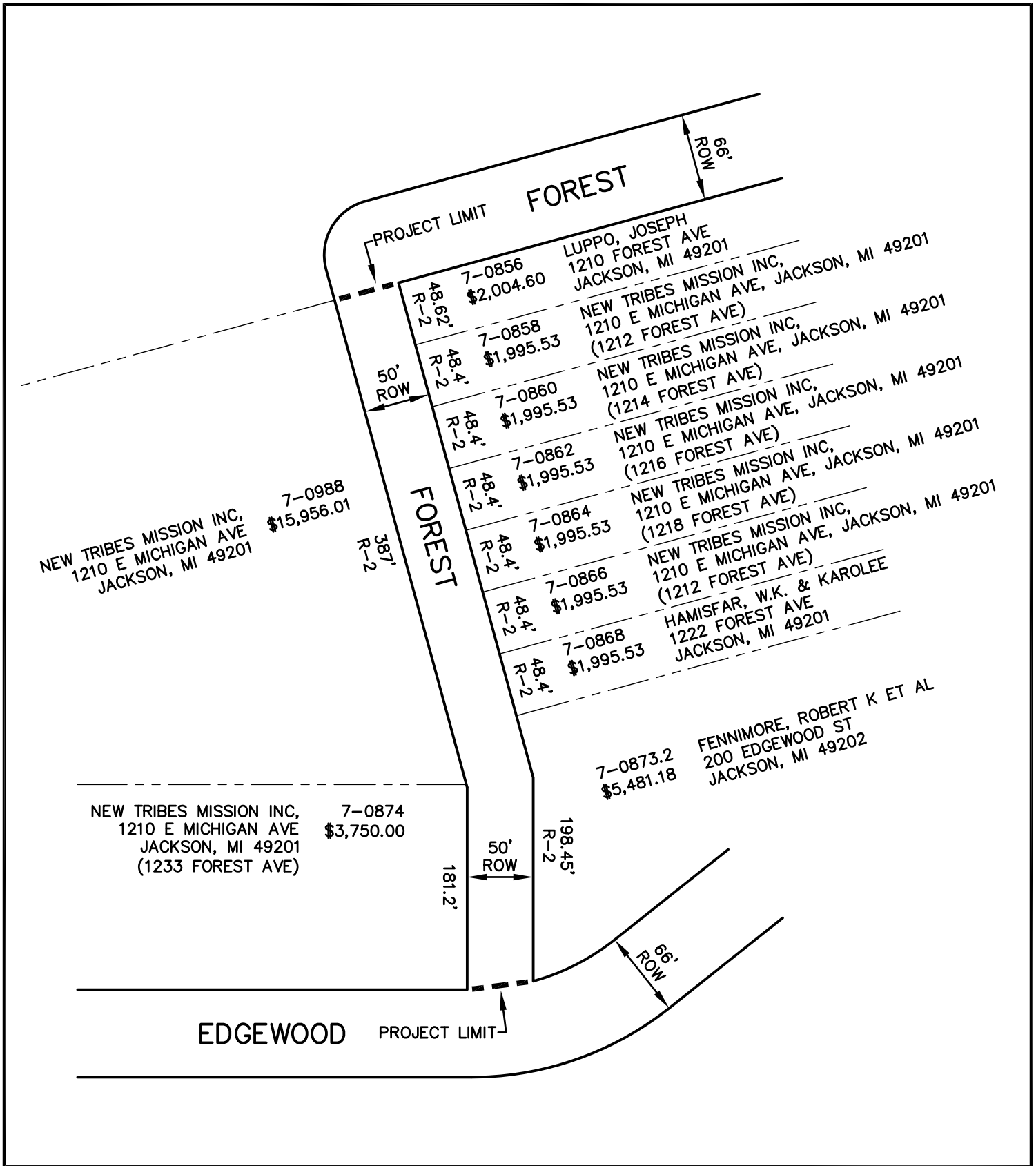
Photo 4: Condition of existing curb and gutter on south side of Forest Avenue at mid-block between west bend and Edgewood



Photo 5: Condition of existing curb and gutter on north side of Forest Avenue at west bend



Photo 6: Condition of existing curb and gutter on north side of Forest Avenue west of Edgewood Street



	SCALE: 1" = 100'	<b>ASSESSMENT MAP FOR FOREST AVENUE FROM EDGEWOOD STREET TO BEND PAGE 1 OF 1</b>
	DATE: 05/09/12	
	DRAWN BY: TRW	
	CITY OF JACKSON DEPARTMENT OF ENGINEERING	

May 16, 2012

To: City Council

Report # 3 from the City Affairs/Rules and Personnel Committee for the May 22, 2012 Meeting Agenda:

The City Affairs/Rules & Personnel Committee met on Tuesday, May 15, 2012, at 6:00 p.m.

All members were present and voting. Joe Cain and Roger Maufort spoke during Citizen Comments on the proposed Medical Marihuana Ordinances.

The Committee:

- 1) Scheduled a meeting on Tuesday, May 22, 2012, at 2:00 p.m. to discuss the proposed Medical Marihuana Ordinances.
- 2) Received the Appointed Officials' annual self-evaluations and evaluations completed by Councilmembers.
- 3) Scheduled evaluation interviews with Appointed Officials on Monday, May 21, 2012, at 2: 00 p.m.
- 4) Scheduled the 2<sup>nd</sup> Wednesday of each month at 2:00 p.m., starting in June, as the time for the City Affairs/Rules & Personnel Committee to meet. Meetings will be held in the 2<sup>nd</sup> floor Conference Room in City Hall.

**Committee members:**

**Laura Dwyer Schlecte**

**Daniel P. Greer**

**Carl L. Breeding, Chairperson**



**CITY CLERK'S OFFICE**  
Lynn Fessel, City Clerk

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**CITY COUNCIL MEETING**  
May 22, 2012

MEMO TO: Honorable Mayor and City Council Members  
FROM: Lynn Fessel, City Clerk *Lynn Fessel*  
SUBJECT: Public Hearing and Resolution for the Necessity of Street Repaving on Hibbard Street from Wildwood Avenue to the Norfolk Southern Railroad.

**MOTION: PUBLIC HEARING OF NECESSITY FOR STREET REPAVING ON HIBBARD STREET FROM WILDWOOD AVENUE TO THE NORFOLK SOUTHERN RAILROAD**

**1. RESOLUTION ORDERING THE REPAVING AND PREPARATION OF THE SPECIAL ASSESSMENT ROLL.**

The public hearing was established at the City Council's April 24<sup>th</sup> meeting for May 22<sup>nd</sup>, 2012. The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner notifying them of the public hearing, estimate of the proposed project and funding sources, along with an estimate of individual property assessments, which can be paid in six (6) annual installments.

Requested action is to adopt the resolution after the public hearing is held.

C: City Manager

**RESOLUTION**  
**STREET CONSTRUCTION**

BY THE CITY COUNCIL:

WHEREAS, under the authority granted by Ordinance No. 98-6 and 98-20, the City Council has reviewed the report regarding the necessity of street repaving on Hibbard Street from Wildwood Avenue to Norfolk Southern Railroad the following estimated costs, to wit:

<b>Local Street Fund</b>	<b>\$ 36,197.38</b>
<b>Street Paving (Assessments)</b>	<b>\$ 18,802.62</b>
<b>Sewer Fund</b>	<b>\$ 244,000.00</b>
<b>Water Fund</b>	<b>\$ 179,000.00</b>
<b>Total Project Cost</b>	<b>\$ 478,000.00</b>

WHEREAS, notice has been duly given that the City Council would hold a public hearing in the City of Jackson on Tuesday, the 22<sup>nd</sup> day of May, 2012 at 7:00 p.m. to hear any and all objections and suggestions by interested parties to said public improvement; and

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

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

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

\* \* \* \* \*

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

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 22<sup>nd</sup> day of May, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Jackson, Michigan, on this 23<sup>rd</sup> day of May, 2012.

\_\_\_\_\_  
Lynn Fessel, City Clerk



**CITY COUNCIL MEETING**  
**May 22, 2012**

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Matthew R. Heins  
Chief  
**SUBJECT:** Edward Byrne Memorial JAG Program

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**PUBLIC HEARING:**

- A. Public Hearing on the proposed use of the 2012 Edward Byrne Memorial Justice Assistance grant (JAG) funds through the U.S. Department of Justice, Bureau of Justice Assistance.**
- 1. Authorization for the City Manager to sign a Memorandum of Understanding with the County identifying the City as the grant fiscal agent and the entity eligible to utilize the allocated funds.**

The Jackson Police Department and the Jackson County Sheriff Department were notified the Jackson Police Department was eligible to receive FY 2012 Edward Byrne Memorial Justice Assistance Grant program funding in the amount of \$26,861. One of the JAG requirements is that a hearing be held allowing for citizen comment on the proposed use of the grant funds. Another requirement is the City and County sign a Memorandum of Understanding identifying the grant fiscal agent and the allocation of the funds. It was agreed the City will continue to be the fiscal agent for the grant.

The Jackson Police Department proposes to use the JAG funds, along with a credit obtained from trading in current weapons, to purchase new duty handguns and holsters for both sworn and reserve officers.

We are requesting this public hearing be held at the City Council meeting on May 22, 2012 and that the authorization to sign the Memorandum of Understanding be approved.

**Julius A. Giglio**

*City Attorney*

**Bethany M. Smith**

*Deputy City Attorney*

**Gilbert W. Carlson**

*Assistant City Attorney*

**OFFICE OF THE**



161 West Michigan Avenue

Jackson, MI 49201

(517) 788-4050

(517) 788-4023

Fax: (517) 788-4059

**CITY ATTORNEY**

**CITY COUNCIL MEETING**

May 22, 2012

**NEW BUSINESS**

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Julius A. Giglio

SUBJECT: Employment Retirement System; Annuity Withdrawal Amendment

DATE: May 15, 2012

**REQUESTED ACTION:** The requisite action is to approve the ordinance amendment and place it on the next regularly scheduled council meeting agenda for adoption.

Attached please find a proposed ordinance that amends the annuity withdrawal option contained in the City's Employee Retirement System Ordinance. The Pension Board requested that this change be made to clarify that if a member purchases military service credit and then opts for the annuity withdrawal, the annuity withdrawal will not include military service credit.

The requisite action is to approve the ordinance amendment and place it on the next regularly scheduled council meeting agenda for adoption.

If you have any questions regarding this matter, please contact me.

JAG/dn

Enc.

cc Lynn Fessel, Vice Chair, Board of Trustees, City of Jackson Retirement System

Laurence Shaffer, City Manager

Phil Hones, Finance Director

ORDINANCE 2012. \_\_

An Ordinance to amend Article VI of Chapter 2 of the City of Jackson Code of Ordinances to clarify annuity withdrawals for members who have purchased military service credit.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Section 2-513.2 of Article VI ("Retirement System"), Chapter 2 ("Administration"), of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

Sec. 2-513.2. Annuity withdrawal option.

- (a) Effective July 1, 2008, a member or vested former member in one (1) of the following categories may elect to withdraw his or her accumulated contributions and credited interest at the time of retirement:
- (1) A voluntary retirant who retires pursuant to section 2-509; or
  - (2) A vested former member retiring pursuant to section 2-511; or
  - (3) A retirant electing to participate in the Deferred Retirement Option Program (DROP) pursuant to section 2-509.2.

The annuity withdrawal election is not available to members who retire pursuant to section 2-519 or section 2-520 as a duty or non-duty disability retirant. The amount of annuity withdrawal shall not include any member contributions made for the purchase of military service credit under section 205-7.

- (b) An annuity withdrawal will be used to compute the actuarial reduction of the member's or vested former member's monthly retirement benefit from the retirement system. The annuity withdrawal amount may be distributed directly to the member or vested former member (subject to any taxes or penalties imposed by the Internal Revenue Service), a qualified Individual Retirement Account, a Section 457(h) account, or such other tax qualified plan as may be available at the time of election.
- (c) Participation in annuity withdrawal option by persons in benefit group MAPE is governed by the provision of the labor agreement between the city and the MAPE/Jackson Unit.

(Ord. No. 2008.6, § 1, 5-27-08; Ord. No. 2009.3, § 2, 3-10-09; Ord. No. 2011.16, § 1, 8-16-11)


Section 2. This Ordinance takes effect thirty (30) days from the date of adoption.



**CITY CLERK'S OFFICE**  
Lynn Fessel, City Clerk

---

**CITY COUNCIL MEETING**  
May 22, 2012

DATE: May 16, 2012  
MEMO TO: Honorable Mayor and City Councilmembers  
FROM: Lynn Fessel, City Clerk   
SUBJECT: Final Adoption of Ordinance No. 2012.10

**MOTION: FINAL ADOPTION OF ORDINANCE NO. 2012.10 TO AMEND SECTION 2-502, ARTICLE VI OF CHAPTER 2 OF THE CITY OF JACKSON CODE OF ORDINANCES TO DEFINE THE TERMS "INSURABLE INTEREST," "ELIGIBLE CHILD," AND "SURVIVING SPOUSE."**

Attached please find Ordinance No. 2012.10 approved by the Council at the May 15 meeting. Requested action is adoption of the Ordinance.

C: City Manager

ORDINANCE 2012. \_\_

An Ordinance to amend Section 2-502, Article VI of Chapter 2 of the City of Jackson Code of Ordinances to define the terms "insurable interest," "eligible child," and "surviving spouse."

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Section 2-502 of Article VI ("Retirement System"), Chapter 2 ("Administration"), of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

Sec. 2-502. Definitions.

The following words and phrases as used in this article shall have the meaning set forth in this section unless a different meaning is clearly required by the context:

*Accumulated contributions* means the sum of all amounts credited to a member's individual account in the reserve for employee contributions, including regular interest.

*Actuarial equivalent* means with respect to any regular benefit payable under the plan or any other benefit substituted at the discretion of the city, with the consent of the employee (or his beneficiary, if applicable); provided, however, that any substitute benefit shall have the same monetary value as the regular benefit on the date of determination, such values to be determined by the use of the actuarial tables last approved by the city.

*Beneficiary* means any person who is being paid or who has entitlement to future payment of a pension or other benefit by the retirement system for a reason other than the person's membership in the retirement system.

*Compensation* means the amount of money paid a member for personal service rendered the city while a member of the retirement system. Compensation shall include base salary or wages; overtime salary or wages; longevity pay; pay while absent from work on account of illness, holiday or vacation; workers' compensation benefits, except for medical expenses, during periods the city supplements workers' compensation payments; payments received in lieu of the city's cafeteria benefit plan. Compensation payments shall not include allowances for clothing, equipment, travel and similar items; reimbursement of expenses; the value of work equipment furnished by the city; termination or severance pay; payments in consideration of unused holiday and vacation time; payments in consideration of unused sick leave.

*Credited service* means the service credited a member as provided in this article.

*Eligible child* means an unmarried child of the member, vested former member, or retirant who, at the time of retirement, is:

a. Under 18 years of age;

- b. Over 18 years of age with a mental or physical disability that precludes engaging in any gainful occupation; or
- c. Over 18 years of age and regularly attending high school or an accredited institution of higher learning until becoming 25 years of age or no longer regularly attending school, whichever first occurs.

*Final average compensation* means one-fifth ( 1/5) of the aggregate amount of compensation paid a member during the period of five (5) consecutive years of the member's credited service in which the aggregate amount of compensation paid the member is greatest. The five (5) consecutive years of credited service shall be contained within the member's last ten (10) years of credited service. In case a member has less than five (5) years of credited service, his final average compensation shall be the average of his annual rates of compensation for his total years of credited service. As of July 1, 1998, final average compensation shall mean, for purposes of this retirement system, one-third ( 1/3) of the aggregate amount of compensation paid a member during a period of three (3) consecutive years of the member's credited service during his or her last ten (10) years of credited service in which the aggregate compensation paid the member is greatest.

*Final compensation* means the annual rate of compensation of a member on the date employment by the city last terminates.

*Insurable interest in the retirant's life* means that the person being named as a beneficiary under subsections 2-514(2) or (3) shall be either a surviving spouse or eligible child.

*Member* means any person who is a member of the retirement system.

*Pension* means an annual amount payable in equal monthly payments by the retirement system throughout the future life of a retirant or beneficiary, or for a temporary period, as provided in this article.

*Pension reserve* means the present value of all payments likely to be made on account of a pension. The present value shall be computed on the basis of such mortality and other tables of experience and annual compound interest as the actuary appointed by the board of trustees shall from time to time determine.

*Regular interest* means such rate of interest per annual, compounded annually, as the board shall from time to time adopt.

*Retirant* means any person who is being paid a pension by the retirement system on account of the person's membership in the retirement system.

*Retirement system* or system means the city employees retirement system restated and continued by this article.

*Service* means personal service rendered the city while a member of the retirement system.

Surviving spouse means a person to whom a member, vested former member, or retirant is legally married to at the time of his or her retirement.

*Vested former member* is a person who was a vested member, who terminated employment and is entitled to a deferred pension under section 2-511 and did not withdraw contributions under section 2.511(d).

*Worker's compensation* period means the period for which worker's compensation is paid a retirant or beneficiary on account of disability or death arising out of and in the course of employment by the city, as determined by the board of trustees. In no case shall a worker's compensation period include any period from and after attainment of age sixty-five (65) years. In the event periodic worker's compensation benefits are redeemed or a settlement of a worker's compensation claim is made, "worker's compensation period" means the period, if any, during which periodic worker's compensation benefits are paid plus the period obtained by dividing the redemption or settlement by the applicable worker's compensation periodic benefit, as determined by the board of trustees. Payments in consideration of medical expenses shall be disregarded in the determination of worker's compensation period.

Section 2. This Ordinance takes effect thirty (30) days from the date of adoption.



**CITY CLERK'S OFFICE**  
Lynn Fessel, City Clerk

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**CITY COUNCIL MEETING**  
May 22, 2012

DATE: May 16, 2012  
MEMO TO: Honorable Mayor and City Councilmembers  
FROM: Lynn Fessel, City Clerk *Lynn Fessel*  
SUBJECT: Final Adoption of Ordinance No. 2012.11

**MOTION: FINAL ADOPTION OF ORDINANCE NO. 2012.11 TO AMEND SECTION 1-18(D) OF CHAPTER 1 OF THE CITY OF JACKSON CODE OF ORDINANCES TO AMEND FINES AND PENALTIES TO BE CONSISTENT WITH STATE LAW.**

Attached please find Ordinance No. 2012.11 approved by the Council at the May 15 meeting. Requested action is adoption of the Ordinance.

C: City Manager

ORDINANCE 2012. \_\_

An Ordinance to amend Section 1-18(d) of Chapter 1 of the City of Jackson Code of Ordinances to amend fines and penalties to be consistent with State law.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Section 1-18(d) of Chapter 1 of Part II of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

(d) The penalty for a violation of section 18-56 (assault, or assault and battery); section 18-56.1(4) (domestic assault); section 18-81 (larceny); 18-83 (malicious destruction of property); subsection ~~15.15~~625(1)(a) of the Motor Vehicle Code as adopted by ~~of~~ section 25-28-26 of this Code (OWI-operating under influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor or a controlled substance); section 625(3) of the Motor Vehicle Code as adopted by section 25-26 of this Code (Impaired Driving); and subsection ~~15.62~~904 of the Motor Vehicle Code as adopted by ~~of~~ section 25-28-26 of this Code (DWLS-driving while license suspended) shall be a term of ninety-three (93) days in jail or a fine of five hundred dollars (\$500.00), or both, as determined by the court.- The penalty for a violation of section 625(1)(c) of the Motor Vehicle Code as adopted by Section 25-26 of this Code (0.17% or more blood alcohol content) shall be punishable by 1 or more of the following: community service for not more than 360 hours, imprisonment for not more than 180 days, or a fine of not less than \$200.00 or more than \$700.00. The penalty for a violation of 18-82 (trespass) shall be a term of thirty (30) days in jail or a fine of two hundred fifty dollars (\$250.00), or both, as determined by the court.

Section 2. This Ordinance takes effect thirty (30) days from the date of adoption.



**CITY CLERK'S OFFICE**  
Lynn Fessel, City Clerk

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**CITY COUNCIL MEETING**  
**May 22, 2012**

DATE: May 16, 2012  
MEMO TO: Honorable Mayor and City Councilmembers  
FROM: Lynn Fessel, City Clerk *Lynn*  
SUBJECT: Final Adoption of Ordinance No. 2012.12

**MOTION: FINAL ADOPTION OF ORDINANCE NO. 2012.12 TO AMEND SECTIONS 25-26 AND 25-29 OF ARTICLE II (VEHICLE AND TRAFFIC CODE) OF CHAPTER 25 OF THE CITY OF JACKSON CODE OF ORDINANCES TO AMEND FINES AND PENALTIES TO BE CONSISTENT WITH STATE LAW.**

Attached please find Ordinance No. 2012.12 approved by the Council at the May 15 meeting. Requested action is adoption of the Ordinance.

C: City Manager

ORDINANCE 2012. \_\_

An Ordinance to amend Sections 25-26 and 25-29 of Article II (Vehicle and Traffic Code) of Chapter 25 of the City of Jackson Code of Ordinances to amend fines and penalties to be consistent with State law.

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. That Sections 25-26 and 25-29 of Article II of Chapter 25 of the Code of Ordinances, City of Jackson, Michigan be amended to read as follows:

**Sec. 25-26. Code and amendments and revisions adopted.**

The Michigan Vehicle Code being PA 300 of 1949; MCL 257.1 to 257.923 and the Uniform Traffic Code for Cities, Townships, and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, 1969 PA 306, MCL 24.201 to 24.328 and made effective November 30, 2003 (Uniform Traffic Code), and as the Michigan Vehicle Code and Uniform Traffic Code may be amended from time to time, are hereby adopted by reference as the Vehicle and Traffic Code for the City of Jackson. This adoption includes, but is not limited to, section 625(1)(c) of the Motor Vehicle Code as allowed and provided by Public Act Number 7 of 2012, as amended. (Ord. No. 2004.3, § 1, 2-10-04)

**Sec. 25-27. References in code.**

All references within the Michigan Vehicle Code and the Uniform Traffic Code to "local authorities" or "governmental unit" shall mean the City of Jackson, Michigan.

**Sec. 25-27.1. Additions to code.**

The following sections are hereby added to the Vehicle and Traffic Code of the City of Jackson.

Sec. 25-27.2. Supplementary provisions.

**Sec. 25-28. Notice to be published.**

The city clerk shall publish this article in the manner required by law and shall publish at the same time a notice stating the purpose of the Michigan Vehicle Code and Uniform Traffic Code and the fact that a complete copy of the Michigan Vehicle Code and Uniform Traffic Code is available to the public for inspection at the office of the city clerk.

**Sec. 25-29. Penalties.**

The penalties provided by the Michigan Vehicle Code and Uniform Traffic Code for misdemeanors and civil infractions are hereby adopted by reference; provided however that the city may not enforce any provision of the Michigan Vehicle Code for which the maximum period of imprisonment is greater than ninety-three (93) days; unless otherwise provided or as allowed by state law.

Section 2. This Ordinance takes effect thirty (30) days from the date of adoption.



Downtown Development Authority (DDA)

## Memorandum

Date: May 16, 2012  
To: City Council  
From: Jonathan Greene, Executive Director  
Re: 2012-2013 Fiscal Year Budget

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The DDA Budget for Fiscal Year 2012-2013 is attached for your consideration. Per MCL 125.1678 section 28 "Budget; cost of handling and auditing funds," Downtown Development Authorities must have their budgets approved by the municipalities governing body (City Council).

The DDA Board began working on the budget in April 2012. It reflects the policy preferences and priorities for next year. The DDA arrived at this budget through careful consideration and input from staff and its committees. DDA Committees are comprised of both DDA Board members and the public. They, with the Board, are a true representation of our constituency and therefore represent a fair indication of the needs of Downtown Jackson and how the DDA can use its resources to positively affect the downtown. The budget, as presented, spends \$44,353 from our projected \$269,155 fund balance. The DDA Board has made the conscious decision to spend from its reserves to continue the façade improvement program, cover the costs of DDA sponsored events like the two DDA Days, and maintain 2 full time staff members.

Revenue	11/12 Budget (amended)	12/13 Budget (approved)
501 Property Taxes	\$ 85,000	85,000
502 State Shared Revenue		
503 Interest Income	\$ 2,200	2,200
504 Façade	\$ -	-
505 Contributions		
505.01 General	\$ 24,000	24,000
505.05 Cruise Nights	\$ 7,600	7,600
505.07 Christmas Parade	\$ 3,700	3,500
505.10 Misc. Event	\$ 10,000	10,000
505.11 Picnic In The Park	\$ 1,000	1,000
505.14 Eve On The Ave	\$ 10,234	10,000
505.15 Scarecrow Row	\$ -	-
505.16 Amphitheater Applications	\$ 100	50
505.17 Amphitheater Concert Series	\$ -	-
505.18 DDA Day Income	\$ -	-
505.26 Summer Planting	\$ 15,010	15,000
505.28 Gift Certificates	\$ 1,500	1,500
505.30 DDA Discount Cards	\$ -	-
505.31 Newsletter	\$ -	-
505.32 Farmers Market Income	\$ 15,821	12,500
505.33 Pride Program	\$ 5,000	3,500
506 Sponsorships	\$ -	-
532 Misc. Income	\$ 1,200	1,000
<b>Total Revenue</b>	<b>\$ 182,365</b>	<b>176,850</b>
<b>Expenditures</b>		
702 Executive Director Wages	\$ 55,120	57,325
706 Project Manager Wages	\$ -	-
707 Administrative Wages	\$ 22,800	33,072
708 Consultant and Professional Fees	\$ -	-
712 Executive Director Fringes	\$ 12,516	12,526
713 Administrative Fringes	\$ 4,721	6,380
716 Project Manager Fringes	\$ -	-
725 Accounting and Auditing	\$ 2,450	2,650
730 Office Supplies & Copying	\$ 2,500	2,500
732 Office Equipment	\$ 1,500	1,500
734 Bank Fees	\$ 100	-
738 Conference and Training	\$ 4,500	4,500
744 Memberships, Dues & Fees	\$ 1,800	1,800
748 Advertising & Promotion		
748.01 Newsletters	\$ 1,000	1,000
748.05 Misc. Advertising	\$ 2,500	2,500
756 Publications & Subscriptions	\$ 400	400
764 Telephone & Fax	\$ 400	400
785 Misc.	\$ 4,000	4,000
810 Event Expenses		
810.05 Cruise Nights	\$ 6,000	7,600
810.07 Christmas Parade	\$ 3,051	3,500
810.10 Misc. event	\$ 5,000	5,000
810.11 Picnic In The Park	\$ 829	1,000
810.14 Eve On The Ave	\$ 9,133	8,000

810.15 Scarecrow Row	\$	-			\$	-
810.17 Amphitheater Concert Series	\$	-			\$	-
810.18 DDA Day	\$	2,250			\$	2,250
810.19 Holiday DDA Day	\$	1,994			\$	2,250
810.26 Summer Planting	\$	10,550			\$	15,000
810.32 Farmers Market Expense	\$	8,000			\$	10,300
810.33 Pride Program	\$	1,800			\$	2,500
810.34 Marketing Campaign	\$	15,000			\$	-
Total Event Expenses						
811 Special Projects						
811.26 DDA Website	\$	500			\$	750
811.27 Façade Loan Program	\$	15,000			\$	30,000
811.28 Gift Certificates	\$	1,600			\$	1,000
811.32 Design Window Display	\$	500			\$	1,500
Total Special Projects						
Total Expenditures	\$	197,514			\$	221,203
Sub Revenue Over (Under) Expenditures	\$	(15,149)			\$	(44,353)
<b>Fund Balance Beginning of year</b>	\$	<b>284,304</b>			\$	<b>269,155</b>
<b>Contribution from Fund balance</b>	\$	<b>15,149</b>			\$	<b>44,353</b>
<b>Fund Balance End of Year</b>	\$	<b>269,155</b>			\$	<b>224,802</b>
<b>Total Revenue Over (Under) Expenditures</b>		<b>0</b>				<b>0</b>

CITY COUNCIL MEETING  
MAY 22, 2012

MEMO TO: Honorable Mayor and City Councilmembers

FROM: Parks and Recreation Commission


SUBJECT: Timothy Johnson, Eagle Scout Service Project

**MOTION Approval of the Parks and Recreation Commission recommendation to move ahead in support of Timothy Johnson's Eagle Scout Memorial Project for Fallen Officers and Firefighters who died protecting and serving the citizens of Jackson, Michigan. The monument would be located in the City of Jackson Blackman Park, located on the corner of S. Jackson and W. Michigan Avenues.**

At the meeting of Thursday, April 18, 2012 the Parks and Recreation Commission supported Timothy Johnson's request for a Memorial project. A motion was made by Mayor Martin Griffin to support. Councilperson Kim Jaquish second the Mayor's motion. Motion passed unanimously.

Slide 1

## Timothy D. Johnson Eagle Scout Service Project



The image shows a Boy Scout Eagle Scout Service Project medal, which is a silver eagle with wings spread, holding a banner that says "BE PREPARED". The medal is suspended from a ribbon with red, white, and blue stripes. To the right of the medal are two circular patches: the top one is the Boy Scouts of America logo, and the bottom one is a smaller patch with a similar design.

*Boy Scout Oath or Promise*  
On my honor, I will do my best  
To do my duty to God and my country  
and to obey the Scout Law;  
To help other people at all times;  
To keep myself physically strong,  
mentally awake and morally straight.

*Boy Scout Law*  
A Scout is:  
Trustworthy,  
Loyal,  
Helpful,  
Friendly,  
Courteous,  
Kind,  
Obedient,  
Cheerful,  
Thrifty,  
Brave,  
Clean,  
and Reverent


*Outdoor Code*  
As an American, I will do my best to:  
Be clean in my outdoor manners,  
Be careful with fire,  
Be considerate in the outdoors,  
and Be conservation minded.

*Boy Scout Motto*  
Be Prepared

*Boy Scout Slogan*  
Do a good turn daily!

Slide 2

## Introductions



A photograph of Timothy Daniel Johnson, a young man with short brown hair, wearing a Boy Scout uniform. He is standing in front of an American flag and a white wall. He has several patches on his uniform, including a Life Scout patch and a patch for Troop 417.



- My name is Timothy Daniel Johnson.
- I am 16 years old.
- I am a Sophomore at Vandercook Lake High School.
- I am a member of Troop 417, and a Brotherhood member of The order of The Arrow.
- I have been involved in scouts since 2<sup>nd</sup> grade.
- My current rank is Life Scout.
- I attended Deer Trails in 2009;  
(National Youth Leadership Training).
- I am the Senior Patrol Leader for my Troop.
- My Troop meets at Brookside Church on Francis St. in Vandercook.
- I live at home with both of my parents and my brother, Brandon, who is 11.
- I am a member of St. Johns United Church of Christ, confirmed by the Reverend Jay H. Cummings.
- I enjoy doing yard work, playing Football, and hanging out with friends and family in my free time.
- I want to be a Fireman some day.

Slide 3

## About the Project

When I set out to complete my Eagle Scout Project I knew it had to be:

- Something a little challenging; but not too difficult.
- Something that defines me now, and what I want to be or do.
- Something for others to appreciate.
- Something that will last.
- Something TO BE PROUD OF



Slide 4

It didn't take long before I realized what I want that project to be.

I want to build a memorial for fallen Police Officers and Firefighters that have died, protecting and serving the citizens of Jackson Michigan.

Slide 5



Slide 6

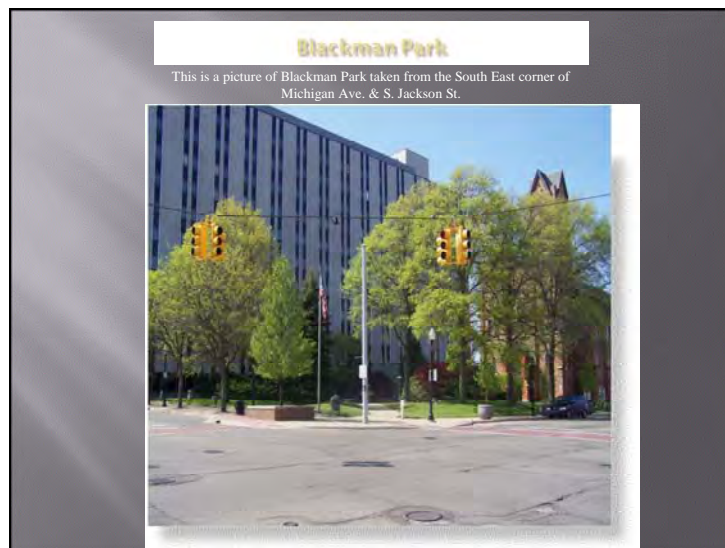
So far I have been able to determine that:  
9 Police Officers  
And  
23 Firemen  
Have died in the line of duty, or from injuries received while performing these duties, in Jackson Michigan.

These Memorial Monuments will be for those who have died while serving and protecting the citizens of Jackson Michigan only.  
(City, County, Townships and State Police)

Slide 7

I want these 2 Memorial Walls to go in  
Blackman Park in Downtown Jackson.

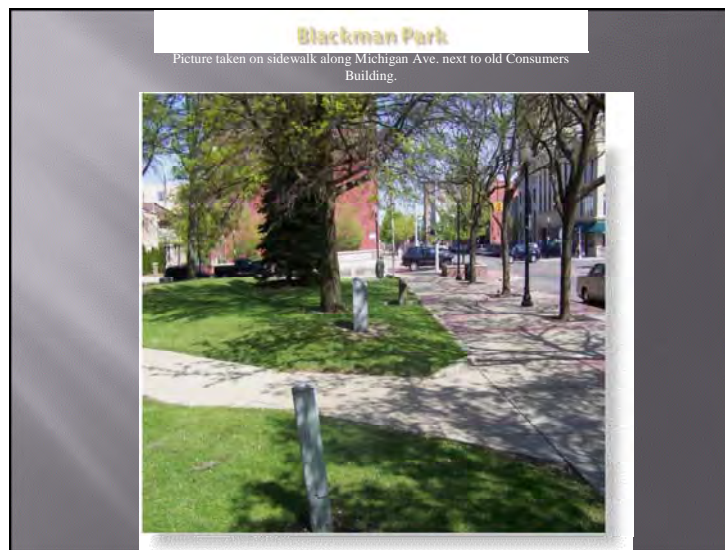
Slide 8



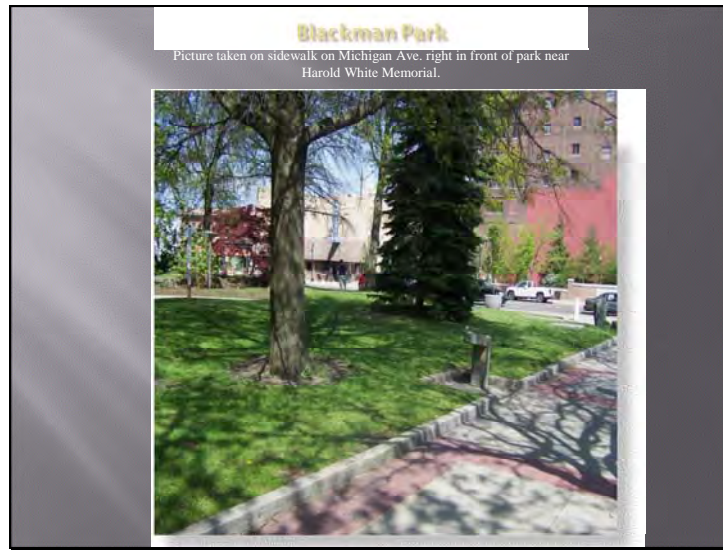
Slide 9



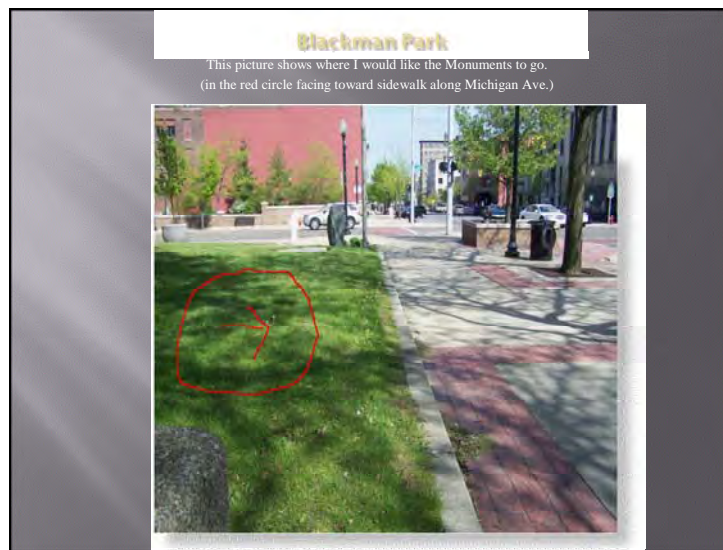
Slide 10



Slide 11




Slide 12



Slide 13

*Police Officer's Bronzed Plaque*  
This is the Bronzed Plaque with "A Police Officers Prayer"  
that will be on the top of the Police Officer's Memorial Wall




*A Police Officers Prayer*  
Lord I ask for Courage,  
Courage to face and conquer my own fears...  
Courage to take me where others will not  
go...  
I ask for Strength,  
Strength of body to protect others and  
Strength of spirit to lead others.  
I ask for dedication,  
Dedication to my job, to do it well  
Dedication to my community to keep it  
safe...  
Give me lord, Concern,  
For others who trust me and  
Compassion for those who need me...  
And Please Lord through it all, Be at my  
side!

--Author Unknown

Slide 14

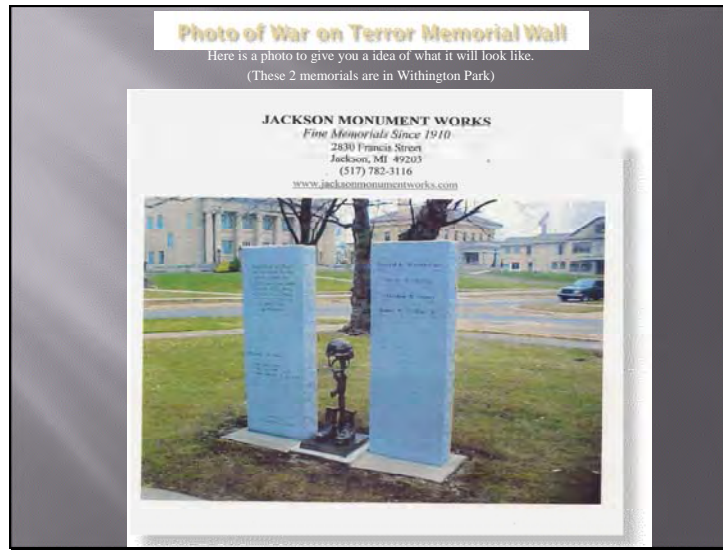
*Fireman's Bronzed Plaque*  
This is the Bronzed Plaque and "A Fireman's Prayer" that will  
go at the top of the Fire Fighter's Memorial Wall.



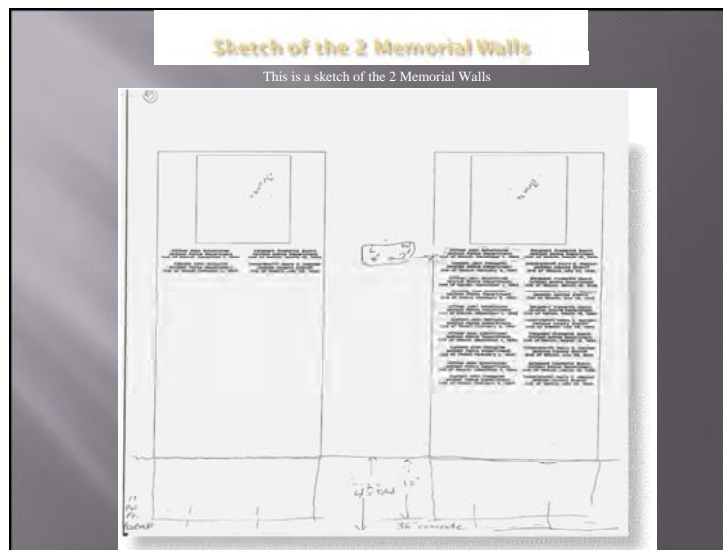
*A Fireman's Prayer*  
When I am called to duty, God, wherever  
flames may rage,  
Give me strength to save some life whatever be  
its age,  
Help me to embrace a child before it's too late,  
Or save an older person from a horror of that  
fate.  
Enable me to be alert and hear the weakest  
shout,  
And quickly and efficiently, to put the fire out.  
I want to fill my calling and to give the best in  
me,  
To guard my every neighbor and protect his  
property.  
And if according to my fate, I am to lose my  
life,  
Please bless with your protecting hand,  
My children and my wife.

--A.W. "Smokey" Linn

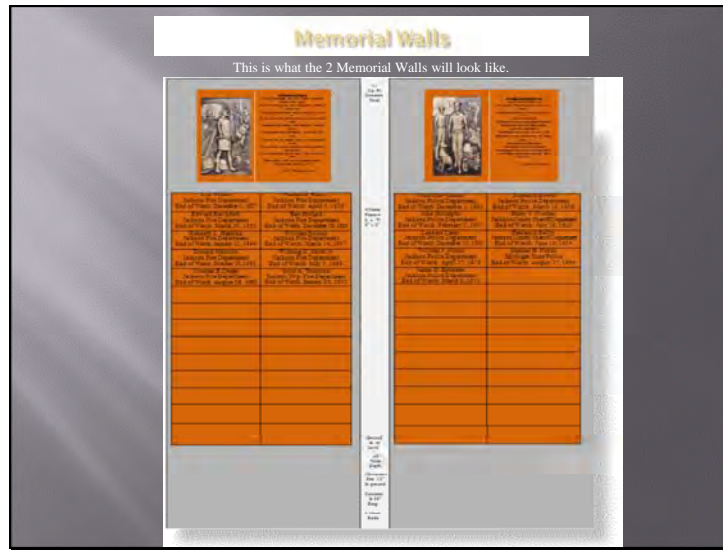
Slide 15



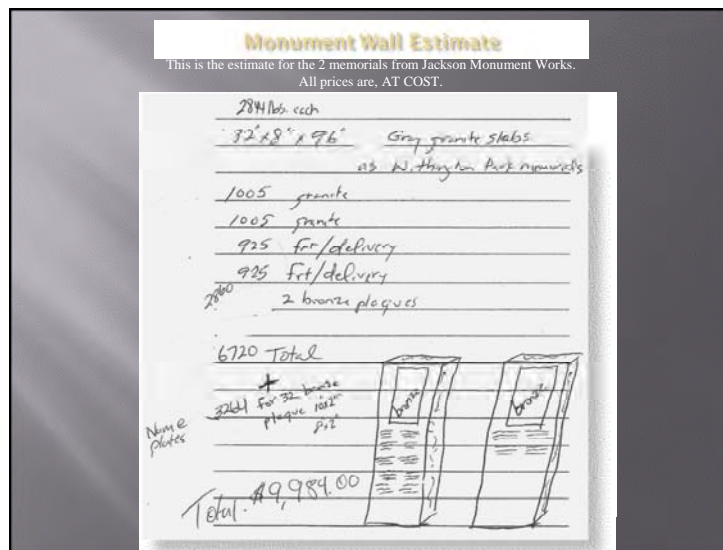
Slide 16



Slide 17



Slide 18



Slide 19

I am planning for the total cost of the project to be about \$10,000.000.

I am planning to raise all the money to complete the project myself through Donations and Fundraisers.

*NONE of the costs for the project will fall on The City, or Parks and Rec. Departments, unless they wish to help and or contribute.*

Slide 20

I will organize all of the work to raise the money for the project, and complete the work project itself as part of my Eagle Scout Service project.

Slide 21

These 2 Memorials will be made of a marble/granite material; and the plaques will be made of a bronzed metal so the memorials will be ALL weather resistant.

Once the Memorials are in the park, they will become a part of the park, and will be covered under the umbrella of the parks insurance, so if anything happens to them; the Insurance Policy will cover them.

Slide 22

The only maintenance, or upkeep to these Memorials, would be mowing, and weed trimming the grass around it; which is already being done.

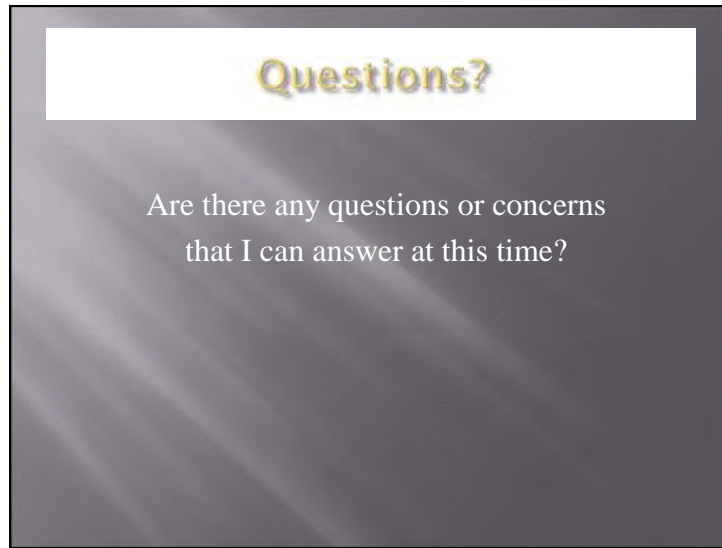
Slide 23

*THEREFORE THERE WILL BE NO  
ADDITIONAL COSTS OR WORK  
FOR THE CITY OR PARKS  
AND REC. DEPT.  
BY PUTTING THESE  
MEMORIALS  
IN THE PARK!!!!*

Slide 24

I want to have a Trust account set up for the future, after the Memorials are completed, that would cover the cost to add name plates to the Memorials if needed.

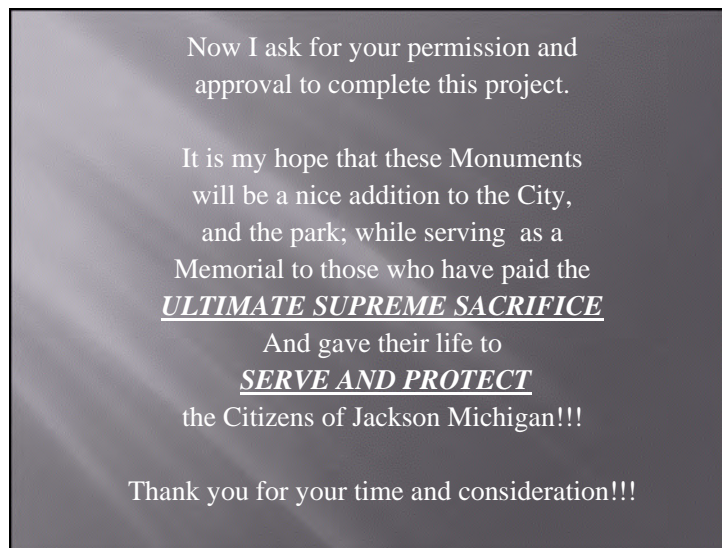
Slide 25



**Questions?**

Are there any questions or concerns  
that I can answer at this time?

Slide 26



Now I ask for your permission and  
approval to complete this project.

It is my hope that these Monuments  
will be a nice addition to the City,  
and the park; while serving as a  
Memorial to those who have paid the  
**ULTIMATE SUPREME SACRIFICE**  
And gave their life to  
**SERVE AND PROTECT**  
the Citizens of Jackson Michigan!!!

Thank you for your time and consideration!!!



# Department of Community Development

Building a Stronger Community

161 W. Michigan Avenue • Jackson, MI 49201-1303•

Facsimile (517) 780-4781

Administrative Services  
(517) 788-4060

Building Inspection  
(517) 788-4012

Rehabilitation Services & Information  
(517) 788-4070

## CITY COUNCIL MEETING

May 22, 2012

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, Deputy City Manager/Community Development Director  
**SUBJECT:** Award of Rehab Contract at 403 Homewild

### MOTION

**Approve the award of the rehabilitation contract for 403 Homewild to Turn-Key Home Builders.**

Rehab Specialist Kurt Fritz requested bids through the Purchasing Department for an owner occupied rehabilitation project at 403 Homewild. The Community Development Department has analyzed the bids submitted and arrived at a recommendation on bid award.

Three contractors attended the mandatory pre-bid walk through with all three contractors submitting completed bids. The resulting bid tabulations are attached for your review. The bid tabulation totals are higher because some items bid are not included in the final contract. The lowest acceptable bid is:

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
403 Homewild	Turn-Key Home Builders	\$30,707.00

The homeowner has prequalified to receive funding through a HOME rehab loan (\$19,936 code, \$10,771 lead). The contractor awarded this project is required to obtain a current installation floater on their general liability insurance policy. Pre- and post-rehab assessed values are not available from the City Assessor's office at this time.

cc: Shelly Allard, Purchasing Coordinator  
Dennis M. Diffenderfer, Rehab Coordinator  
Kim VanEvery, Loan Assistant  
Michelle L. Pultz-Orthaus, Records Management Coordinator

Bid Tabulation  
for  
Housing Rehabilitation  
at  
403 Homewild

				Turn Key Home Improvement 10655 Knockaderry Dr. Grand Ledge Mi 48837	EF Potter 2600 N. Hendershot Rd. Parma, MI 49269	Alpha & Omega Construction Co. 340 Burt Avenue Jackson, MI 49201
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price
1	Vinyl Siding	C	5,200.00	5,639.00	6,750.00	8,200.00
2	Vinyl Siding - LSWP	L	500.00	938.00	2,000.00	800.00
3	Soffit System	C	1,200.00	1,215.00	1,500.00	1,250.00
4	Soffit System - LSWP	L	200.00	188.00	1,000.00	300.00
5	Strip and Reroof Main Upper	C	3,000.00	2,109.00	2,800.00	4,500.00
6	Gutterwork	C	750.00	579.00	960.00	700.00
7	3 Double Hung Windows North	L	900.00	991.00	900.00	795.00
8	3 Double Hung Windows North - LSWP	L	150.00	125.00	150.00	225.00
9	Storm Door - 1 North	C	225.00	469.00	195.00	225.00
10	2 Double Hung Windows East	L	600.00	991.00	600.00	625.00
11	2 Double Hung Windows East - LSWP	L	100.00	125.00	100.00	150.00
12	1 Slider Window East	L	300.00	331.00	300.00	295.00
13	1 Slider Window East - LSWP	L	50.00	44.00	50.00	75.00
14	3 Cellar Windows	L	600.00	1,125.00	600.00	700.00
15	3 Cellar Windows - LSWP	L	150.00	125.00	300.00	150.00
16	3 Window Wells	C	375.00	844.00	195.00	288.00
17	Topsoil	C	200.00	313.00	600.00	300.00
18	Rescreen - 1 East	C	25.00	63.00	65.00	66.00
19	2 Double Hung Windows South	L	600.00	575.00	600.00	539.00
20	2 Double Hung Windows South - LSWP	L	100.00	88.00	100.00	148.00
21	1 Slider Window South	L	300.00	331.00	300.00	275.00
22	1 Slider Window South - LSWP	L	50.00	44.00	50.00	75.00
23	Stucco Chimney	C	400.00	1,063.00	450.00	575.00
24	Remove Chimney	CA	600.00	563.00	700.00	575.00
25	Strip and Reroof South Addition	C	1,500.00	788.00	1,050.00	2,000.00
26	Repair Framing South Roof	I	750.00	469.00	900.00	1,575.00
27	Storm Door - 1 West	C	225.00	469.00	195.00	225.00
28	2 Double Hung Windows West	L	600.00	650.00	600.00	544.00
29	1 Slider Window West	L	300.00	325.00	300.00	300.00
30	Door Closure West	C	250.00	288.00	230.00	175.00
31	Door Closure West - LSWP	L	50.00	125.00	100.00	50.00
32	Encapsulate Porch Beam	L	225.00	250.00	260.00	95.00
33	Steel Door North	C	450.00	500.00	400.00	650.00
34	Steel Door North - LSWP	L	50.00	125.00	195.00	75.00
35	Return Air Grate	C	85.00	75.00	160.00	125.00
36	Lockset Living Room Door	C	85.00	113.00	165.00	75.00
37	Pre Hung Doro to Stairway	L	185.00	185.00	125.00	275.00
38	Pre Hung Door to Stairway - LSWP	L	50.00	125.00	75.00	49.00
39	Underlayment - Kitchen Floor	C	200.00	219.00	230.00	345.00
40	Vinyl - Kitchen Floor	C	450.00	1,034.00	520.00	875.00
41	Encapsulate Wood Casings	L	125.00	281.00	260.00	75.00
42	Replace 2 Bathroom Doors	L	370.00	370.00	250.00	488.00
43	Replace 2 Bathroom Doors - LSWP	L	100.00	125.00	150.00	100.00
44	Replace Stair Heads and Risers	L	325.00	263.00	600.00	975.00
45	Replace Handrail	C	75.00	156.00	95.00	150.00
46	Replace 4 Bedroom Doors	L	940.00	740.00	125.00	1,100.00
47	Replace 4 Bedroom Doors - LSWP	L	200.00	125.00	75.00	215.00
48	Encapsulate Baseboards	L	225.00	313.00	195.00	225.00
49	Replace Cellar Door	L	185.00	185.00	125.00	250.00
50	Replace Cellar Door - LSWP	L	50.00	125.00	75.00	50.00
51	Drywall Cellar Stairway	C	250.00	563.00	195.00	288.00
52	Cellar Handrail	C	85.00	156.00	95.00	125.00

Bids are broken down to utilize/identify funding sources

L = Lead based paint hazard elimination work

C = Code requirement repair CA = Code Alternate

I = Incipient Item  
Prepared by Purchasing

Bid Tabulation  
for  
Housing Rehabilitation  
at  
403 Homewild

				Turn Key Home Improvement 10655 Knockaderry Dr. Grand Ledge Mi 48837	EF Potter 2600 N. Hendershot Rd. Parma, MI 49269	Alpha & Omega Construction Co. 340 Burt Avenue Jackson, MI 49201
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price
53	Wood Framing	C	650.00	813.00	260.00	688.00
54	Lead Clearance	L	600.00	438.00	600.00	1,000.00
55	Plumbing to Code	C	1400.00	1,125.00	1,500.00	1,100.00
56	Optional Plumbing Work	CA	1150.00	1,500.00	1,100.00	1,350.00
57	Electrical to Code	C	2135.00	2,500.00	3,987.00	4,300.00
	TOTAL		30,895.00	34,396.00	36,457.00	41,743.00
		L	9,180.00	10,771.00	11,160.00	11,018.00
		C	19215.00	21093.00	22597.00	27225.00
		I	750.00	469.00	900.00	1,575.00
		CA	1,750.00	2,063.00	1,800.00	1,925.00



# Department of Community Development

Building a Stronger Community

161 W. Michigan Avenue • Jackson, MI 49201-1303•

Facsimile (517) 780-4781

Administrative Services  
(517) 788-4060

Building Inspection  
(517) 788-4012

Rehabilitation Services & Information  
(517) 788-4070

## CITY COUNCIL MEETING

May 22, 2012

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Patrick H. Burtch, Deputy City Manager/Community Development Director  
**SUBJECT:** Award of Rehab Contract at 708 E Ganson

### MOTION

**Approve the award of the rehabilitation contract for 708 E Ganson to Synergy Construction.**

Rehab Specialist Kurt Fritz requested bids through the Purchasing Department for an owner occupied rehabilitation project at 708 E Ganson. The Community Development Department has analyzed the bids submitted and arrived at a recommendation on bid award.

Seven contractors attended the mandatory pre-bid walk through with five contractors submitting completed bids. The resulting bid tabulations are attached for your review. The bid tabulation totals are higher because some items bid are not included in the final contract amount. The lowest acceptable bid is:

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
708 E Ganson	Synergy Construction	\$26,185.00

The homeowner has prequalified to receive funding through a HOME rehab loan (\$16,935 code, \$9,250 lead). The contractor awarded this project is required to obtain a current installation floater on their general liability insurance policy. Pre- and post-rehab assessed values are not available from the City Assessor's office at this time.

cc: Shelly Allard, Purchasing Coordinator  
Dennis M. Diffenderfer, Rehab Coordinator  
Kim VanEvery, Loan Assistant  
Michelle L. Pultz-Orthaus, Records Management Coordinator

Bid Tabulation  
for  
Housing Rehabilitation  
at  
708 E. Ganson

Item #	Description	Code	Rehab Inspector Estimate	Synergy Construction Group	Concept Construction	Turn Key Home Improvement	Alpha & Omega Construction Co.	Harrison Builders LLC
				1800 Star Batt Dr. Rochester Hills, MI 48309	1619 Cascade Ct. Jackson, MI 49203	10655 Knockaderry Dr. Grand Ledge MI 48837	340 Burt Avenue Jackson, MI 49201	916 Homewild Jackson, MI 49201
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	10 Sq. roof replacement	C	4,200.00	2,500.00	4,025.00	4,320.00	5,500.00	6,000.00
2	Vinyl Siding	L	4,850.00	5,500.00	7,245.00	6,360.00	8,550.00	5,000.00
3	Vinyl Siding - LSWP	L	450.00	400.00	1,245.00	360.00	500.00	1,300.00
4	Soffit System	L	1,500.00	1,500.00	1,685.00	1,440.00	1,175.00	1,000.00
5	Soffit System - LSWP	L	250.00	100.00	350.00	360.00	275.00	1,000.00
6	Gutterwork	C	750.00	850.00	745.00	702.00	880.00	1,000.00
7	6 Storm Windows	C	1,050.00	1,200.00	985.00	1,284.00	945.00	400.00
8	6 Storm Windows - LSWP	L	150.00	300.00	125.00	144.00	225.00	420.00
9	1 Cellar Window	C	150.00	150.00	185.00	342.00	250.00	175.00
10	1 Cellar Window - LSWP	L	50.00	50.00	50.00	36.00	50.00	175.00
11	1 Window Well	C	100.00	75.00	85.00	420.00	75.00	100.00
12	Vinyl Slider Window	C	350.00	400.00	385.00	330.00	250.00	190.00
13	Vinyl Slider Window - LSWP	L	50.00	50.00	50.00	36.00	75.00	190.00
14	Tree Removals	C	200.00	50.00	365.00	600.00	135.00	350.00
15	Handrail at West	C	250.00	300.00	285.00	360.00	280.00	200.00
16	2 Storm Doors	C	500.00	250.00	460.00	816.00	449.00	480.00
17	1 Steel Door West	C	550.00	600.00	425.00	600.00	575.00	600.00
18	Window Closure	C	250.00	200.00	285.00	150.00	200.00	190.00
19	Window Closure - LSWP	L	50.00	50.00	100.00	36.00	75.00	190.00
20	Tuckpoint Chimney	C	200.00	250.00	845.00	450.00	180.00	800.00
21	2 Sq. EPDM Roof	C	800.00	1,000.00	770.00	840.00	1,000.00	1,200.00
22	Rescreen Patio Door	C	75.00	100.00	155.00	120.00	75.00	110.00
23	1 Steel Door North	C	550.00	600.00	425.00	600.00	575.00	600.00
24	1 Storm Door North	C	250.00	225.00	230.00	408.00	225.00	240.00
25	Raze Garage	C	2,000.00	2,800.00	2,945.00	4,200.00	1,975.00	1,750.00
26	Raze Garage - LSWP	L	400.00	200.00	300.00	120.00	500.00	1,750.00
27	Concrete Slab and Footing	GI	3,500.00	5,800.00	1,345.00	4,656.00	3,500.00	2,000.00
28	Lead Encapsulant - Threshold	L	50.00	150.00	25.00	180.00	75.00	50.00
29	Weather Strip Door	C	50.00	50.00	65.00	30.00	90.00	100.00
30	Repair Window	C	75.00	50.00	65.00	90.00	85.00	120.00
31	Lockset Patio Door	C	100.00	150.00	85.00	150.00	79.00	50.00
32	Window Caulking	C	10.00	10.00	30.00	120.00	65.00	20.00
33	Handrail Repair	C	150.00	250.00	165.00	120.00	180.00	140.00
34	Steel Door at Attic	C	550.00	400.00	385.00	600.00	475.00	550.00
35	Attic Handrail	C	150.00	150.00	170.00	150.00	188.00	100.00
36	Insulation	C	975.00	900.00	1,985.00	1,440.00	1,275.00	1,400.00
37	Cellar Stair Repairs	L	250.00	500.00	285.00	240.00	675.00	300.00
38	Cellar Stair Repairs - LSWP	L	75.00	100.00	75.00	300.00	125.00	300.00
39	1 Window Closure North	C	225.00	250.00	285.00	150.00	125.00	175.00
40	1 Window Closure North - LSWP	L	50.00	50.00	75.00	120.00	50.00	175.00

Bids are broken down to utilize/identify funding sources  
L = Lead based paint hazard elimination work

C = Code requirement repair

I = Incipient Item

Prepared by Purchasing

Bid Tabulation  
for  
Housing Rehabilitation  
at  
708 E. Ganson

				Synergy Construction Group 1800 Star Batt Dr. Rochester Hills, MI 48309	Concept Construction 1619 Cascade Ct. Jackson, MI 49203	Turn Key Home Improvement 10655 Knockaderry Dr. Grand Ledge MI 48837	Alpha & Omega Construction Co. 340 Burt Avenue Jackson, MI 49201	Harrison Builders LLC 916 Homewild Jackson, MI 49201
Item #	Description	Code	Rehab Inspector Estimate	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
41	2 Window Closures West	C	450.00	300.00	465.00	360.00	560.00	350.00
42	2 Window Clsoures West - LSWP	L	100.00	100.00	125.00	120.00	100.00	350.00
43	Lead Clearance	L	600.00	200.00	750.00	420.00	800.00	900.00
44	Mechanical Repairs	C	1,400.00	925.00	2,000.00	1,020.00	785.00	2,100.00
45	Plumbing to Code	C	600.00	450.00	360.00	780.00	775.00	1,000.00
46	Electrical to Code	C	2,045.00	1,500.00	3,493.00	2,400.00	3,975.00	3,668.00
	TOTAL		31,380.00	31,985.00	36,983.00	38,880.00	38,976.00	39,258.00
		L	8,875.00	9,250.00	12,485.00	10,272.00	13,250.00	13,100.00
		C	19,005.00	16,935.00	23,153.00	23,952.00	22,226.00	24,158.00
		GI	3,500.00	5,800.00	1,345.00	4,656.00	3,500.00	2,000.00

Bids are broken down to utilize/identify funding sources  
L = Lead based paint hazard elimination work

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# Department of Community Development

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## CITY COUNCIL MEETING

May 22, 2012

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Patrick H. Burtch, Deputy City Manager/Community Development Director

**SUBJECT:** Request Authority to Purchase Two (2) Properties to Rehabilitate and Resell to Qualified Homebuyers

### MOTION

- 1) Approve the resolution to amend the 2011 HOME budget to add an activity to acquire, rehabilitate, and then resell properties to income qualified homebuyers;
- 2) Approve the acquisition of 702 S Grinnell St and 810 W Washington Ave;
- 3) Authorize the City Attorney to make minor modifications to the closing documents;
- 4) Authorize the Deputy City Manager/Community Development Director or his designee to sign documents necessary to close the transactions.

The Jackson Overall Economic Stabilization Program established the need for strategic initiatives aimed at consolidating and enhancing the City's economic base. To that end, Community Development staff has reviewed the viability of homeowner rehabilitation in stabilizing residential neighborhoods. While staff recommends continuance of the owner-occupied rehabilitation program, especially in the City's target neighborhood near Allegiance Health Systems, it also recommends a new approach to providing housing rehabilitation.

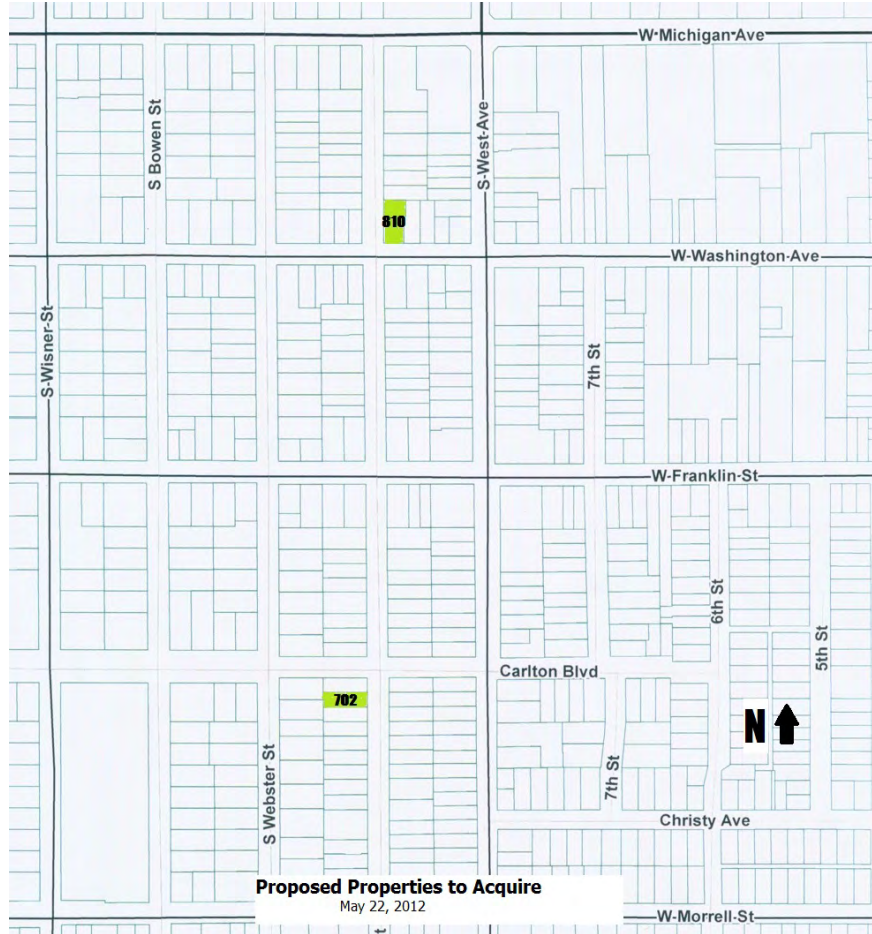
The current program of homeowner rehabilitation establishes a cap to the amount of assistance the City can offer in a 20 year deferred loan to the homeowner, thereby limiting the level of rehabilitation that can be conducted. However, establishing a homebuyer program where the City acquires modest single-family homes in need of minor to moderate repair will permit a higher level of rehabilitation to be completed, raising not only the home's value but also that of the neighborhood in which it is sited. This concept is similar to that of the New Neighbor Program established in 2002 and the federal Neighborhood Stabilization Program from the Housing and Economic Recovery Act of 2008. While those programs were well intended and on the right track, their complete success was impeded by poor choices made on initial housing quality and location.

Lessons learned during the previous program attempts include:

1. Do not consider only properties that can be purchased with the least amount of money.
2. Review the overall livability of the neighborhood in which the proposed acquisition is located.
3. Consider single-family homes that need minor to moderate rehabilitation in neighborhoods experiencing initial phases of decline, which after completion of the rehabilitation will bolster the neighboring properties.


Community Development staff first researched properties available in the CDBG target area west of Allegiance Health and, having found none suitable for the program, then considered properties outside the target area. In anticipation of Council's approval to move forward with an improved acquisition/rehabilitation/resale program, steps have already been taken to acquire three properties utilizing HOME grant funds. All purchase agreements have been accepted by the sellers but were made

contingent upon City Council's approval. Both properties are in close proximity to each other in the 4<sup>th</sup> Ward.



The proposed properties to acquire are as follows:

	<b>Address:</b> 702 S Grinnell St	<b>PIN:</b> 3-108300000
	<b>Listed for:</b> \$66,900	
	<b>Accepted Offer:</b> \$60,000	
	<b>Rehab Estimate:</b> \$70,000	

	<b>Address:</b> 810 W Washington Ave	<b>PIN:</b> 3-056900000
	<b>Listed for:</b> \$69,900	
	<b>Accepted Offer:</b> \$50,000	
	<b>Rehab Estimate:</b> \$60,000	

The acquisition and rehabilitation costs for these properties would be funded from the City's HOME grant, which can only be used for a very narrow scope of housing activities. As of March 31, 2012, the Community Development Rehabilitation Assistance Program (RAP) had a balance of approximately \$424,000, with an additional \$184,391 allocated toward RAP beginning July 1, 2012. It is recommended \$325,000 be rebudgeted toward the acquisition/rehabilitation/resale activity described above to ensure grant compliance requirements are met.

cc: Steve Maga  
Heather Soat  
Michelle L. Pultz-Orthaus

City of Jackson, Michigan  
 Resolution to Amend the 2009/2010 (Year 35), 2010/2011 (Year 36)  
 and 2011/2012 (Year 37) HOME Budgets

Whereas, the U.S. Department of Housing and Urban Development approved HOME Investments Partnership programs for fiscal years 2009/2010 (Year 35), 2010/2012 (Year 36) and 2011/2012 (Year 37); and

Whereas, the City Council previously allocated funds for eligible Homeowner Rehabilitation Assistance Program services; and

Whereas, the City Council desires to reallocate a portion of these funds to be made available for use by the City for eligible Acquisition, Rehabilitation and Resale activities.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Jackson hereby amends the subject budgets as follows:

<u>Account #</u>	<u>Account Description</u>	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Change</u>
<b>Entitlement Year 35 (2009/2010)</b>				
287-286-035-814.000	Rehab. Assistance Program	547,129	525,180	(21,949)
287-286-035-969.037	Contribution to Year 37	0	21,949	21,949
<b>Entitlement Year 36 (2010/2011)</b>				
287-286-036-814.000	Rehab. Assistance Program	216,614	0	(216,614)
287-286-036-969.037	Contribution to Year 37	0	216,216	216,614
<b>Entitlement Year 37 (2011/2012)</b>				
287-000-037-695.035	Contribution from Year 35	0	21,949	21,949
287-000-037-695.036	Contribution from Year 36	0	216,614	216,614
287-286-037-814.000	Rehab. Assistance Program	185,453	99,016	(86,437)
287-286-037-814.011	City Acq/Develop/Resale	0	325,000	325,000

\* \* \* \* \*

State of Michigan            }  
 County of Jackson         } ss  
 City of Jackson            }

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 22nd day of May, 2012.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 23rd day of May, 2012.

\_\_\_\_\_  
 Lynn Fessel

City Clerk



# Purchase Agreement

List Office: Good Earth Real Estate  
 List Agent: Pam Mogle  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Seller's Agent    Dual Agent    Transaction Coord.

Sell Office: Thinking Real Estate  
 Sell Agent: Marc Meyer  
 Phone: 517 740 2028 Fax: 517-780-3808  
 Email: mjmeyer@7803800.com  
 Buyer's Agent    Dual Agent    Transaction Coord.

- THIS OFFER MADE ON** 4/19/12
- BETWEEN** (Buyer) City of Jackson, a Municipal Corporation  
 Buyer Address: 161 W. Michigan Avenue  
 Marital/legal status: Municipal Corp  
 AND (Seller) Knibloe
- FOR THE PURCHASE OF** the property commonly known as 702 S. Grinnell or described as MLS # 20009616 located in the City/Township of City County of Jackson, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property.
- FOR THE SUM OF \$** 60,000 in the form of US dollars, by cash or certified funds. (No personal checks.)
- ALL BUILDINGS**, all buildings, fixtures, improvements and landscaping; and, where applicable: built-in appliances; carpeting (except area rugs); TV antenna; satellite dish and any accessories and complete rotor equipment; lighting fixtures and their shades; screen and storm windows and doors; stationary laundry tubs; water softener (unless rented), water heater, incinerator, heating and air conditioning equipment; water pump and pressure tank; fireplace doors, screens, grates, and gas logs; mechanical door openers and controls; security systems; awnings; mail box; pool equipment; landscaping; storage shed(s); and, gas, oil and mineral rights owned by Seller are included in the purchase price. Seller agrees to maintain the Property in its current condition and to keep all appliances and fixtures in working order until transfer of possession.  
 Additions: \_\_\_\_\_
- PERSONAL PROPERTY:** To be included in the purchase price as indicated on Multiple Listing Service data sheet. In addition to include items listed as follows: \_\_\_\_\_  See attached Addendum A
- TERMS** of purchase to be indicated below (Other unmarked terms of purchase do not apply):  
 **CASH:** The full purchase price upon the transfer of title for the property.  See attached Addendum \_\_\_\_\_  
 **NEW MORTGAGE with** \_\_\_\_\_: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_% of the purchase price at no more than \_\_\_\_\_% interest per annum. Buyer will supply to the Seller a loan commitment letter within 5 calendar days from acceptance contingent only on obtaining an acceptable appraisal, title work, or any mortgage required inspections.  
 Pre-approval letter attached as Addendum \_\_\_\_\_  
 Attached Tax Escrow Calculation Addendum \_\_\_\_\_
- LAND CONTRACT:** See Land Contract Addendum \_\_\_\_\_

Property Address: 702 S. Grinnell  
 Page 1 of 7

Seller initials ms Buyer initials \_\_\_\_\_  
 Seller initials mjs Buyer initials \_\_\_\_\_



# Purchase Agreement

- 8. **BANK APPRAISAL:** This purchase agreement is subject to bank appraisal equal to or greater than purchase price. Appraisal to be completed by a licensed appraisal from \_\_\_\_\_ Jackson County.
- 9. **SELLER CONCESSIONS:** Seller to contribute n/a % of the gross purchase price towards buyer's closing costs, pre-paids, escrows, home owners insurance, home inspection, or any other out-of-pocket expenses related to the purchase of this property and additional \_\_\_\_\_ % of the gross purchase price to be used as down payment assistance. These seller concessions do not exclude Buyer from asking for additional concessions as a result of any of the inspections in this agreement.
- 10. **COMMISSION REIMBURSEMENT:** Seller shall reimburse Buyer at closing an amount calculated as follows: 3.5% of the purchase price less the amount of commission paid by Listing Broker to Buyer's Broker, Thinking Real Estate. This amount represents reimbursement to Buyer of the additional amount which Buyer is required to pay to Buyer's Broker pursuant to the Buyer's Agency Agreement.
- 11. **FOR VALUABLE CONSIDERATION:** Buyer gives the Seller to and including \_\_\_\_\_ for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original, facsimile or scanned signature, will constitute a binding agreement between Buyer and Seller.  
Buyer shall deposit \$ 500 , as earnest money to be held by the Escrow Agent as part of the purchase price. **Earnest money must be deposited within 2 banking days after removal of inspection contingency per paragraph 21 of this agreement.** If Buyer defaults in the performance of this agreement, all deposits shall be forfeited and this agreement terminated. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. **(No verbal statement shall be recognized as binding.)** If a dispute then exists between the Seller and Buyer, Seller and Buyer agree that the Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties. Information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Multiple Listing Service. Parties waive any right to claim damage from the dissemination of such information.
- 12. **CLOSE** of sale shall be on or before \_\_\_\_\_ 5/31/12.
- 13. **POSSESSION** to be given no later than \_\_\_\_\_ At close after close of sale. This agreement is subject to Tenant's Rights, if any, with / without payment of rent of \$ \_\_\_\_\_ per day, including the day of closing through the day keys are delivered. Rent in the sum of \$ \_\_\_\_\_ will be withheld from Seller at closing and held by Escrow Agent. Within 7 days after delivery of keys by Seller, the funds will be distributed according to the terms of this purchase agreement. If possession is not given immediately after close of sale, Possession Agreement is attached as Addendum \_\_\_\_\_.
- 14. **FORM OF CONVEYANCE:** Seller shall convey and transfer, by Warranty Deed, Covenant Deed or Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy without standard exceptions (at no additional cost to either party) in the amount of the purchase price, and pay all county/state transfer tax. Buyer does / does not request a transfer valuation affidavit / land contract memo at the Buyer's expense. Buyer does / does not intend to use and occupy the Property as Buyer's primary residence. Buyer and Buyer's Agent to receive closing package and title insurance commitment 48 hours prior to closing. Buyer and Buyer's Lender require that the mortgage title policy be issued and mortgage closing be conducted by \_\_\_\_\_.

Property Address: 702 S. Grinnell  
Page 2 of 7

Seller initials [Signature] Buyer initials \_\_\_\_\_  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

15. **ADDITIONAL ADJUSTMENTS:** Rent, association fees, fuel oil and/or propane gas in tank, and fixed water and/or sewer bills, if any, are to be prorated to date of closing. \$ \_\_\_\_\_ -- \_\_\_\_\_ will be retained from Seller's proceeds by Escrow Agent to be applied to final billing for **METERED** water and sewer charges.

16. **HOME WARRANTY:**

\_\_\_ Home Warranty to be provided by American Home Shield at  Seller's /  Buyer's expense.

Buyer waives Home Warranty.

See attached Addendum \_\_\_\_\_.

17. **CONDOMINIUM ASSOCIATION:**  Seller /  **Not Applicable** to provide a copy of the current active condominium association documents, including but not limited to Rules & Regulations, Articles, Master Deed, Bylaws, etc. for Buyer's review and acceptance. This contingency to be removed within 10 days after receipt of documents.

18. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any.

**Proposal A Information:** The 1994 constitutional amendment, known as Proposal A, states the following: (1) Assessments cannot exceed 50 percent of true cash value, defined as the usual selling price of property. (2) The system of county and state equalization has not been changed or eliminated. (3) The taxable value of each parcel shall not increase more than the lesser of the Consumers Price Index or 5 percent, except that adjustments are made for additions and losses. (The Consumer Price Index for the period of October 1 to September 30 will be published annually by the State Tax Commission.) And (4) when the ownership of the property transfers, the taxes will be spread against 50 percent of the true cash value, as determined by the assessor in the year following the transfer. The County Board of commissioners will meet in April to adopt county equalized values for each class of real and personal property in each assessing unit in the county. In May, the State Tax Commission will adopt state equalized values for each class of real and personal property in each county of in the state. "Taxable value" is the value against which taxes will be spread starting in 1995. "Capped value" is the maximum amount to which the taxable value of each parcel could be increase in any given year. Taxable Value multiplied by Millage Rate equals Property Tax Bill. Questions and Answers at: [www.michigan.gov/documents/2856\\_11014\\_7.pdf](http://www.michigan.gov/documents/2856_11014_7.pdf)

19. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the  Seller /  Buyer. (If the buyer elects to assume existing special assessments and is obtaining a mortgage, buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

20. **INSPECTIONS/REPORTS:** Seller to make property in a condition where as all reports/inspections noted in this purchase agreement can be completed, including but not limited to: turning on power; de-winterizing property; gas/LP to buildings; water pump/tank operational; HVAC (appropriate for season) systems turned on; hot water tank on and operational; gas fireplaces

Property Address: 702 S. Grinnell  
Page 3 of 7

Seller initials mgp Buyer initials \_\_\_\_\_  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

turned on; proper access to attic; basement/crawl spaces; access to electrical service box with all breakers/fuses in "ON" position; etc. If any of the reports/inspections required by this purchase agreement are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. If negotiations fail, either party may declare this Agreement to be null and void and Buyer shall receive a full refund of the earnest money in full termination of this Agreement.

Neither Brokers, **Thinking Real Estate** / \_\_\_\_\_ **Good Earth Real Estate** \_\_\_\_\_ nor any of the respective real estate sales agents possess the expertise necessary to assess structural and mechanical matters, determine environmental risk or the presence of environmental contamination, nor many of the other matters herein set fourth which may be material to the decision to purchase or to the amount of the purchase price.

Inspections are readily available for reasonable fees by trained professionals. The Buyer(s) and/or inspector(s) hired by the Buyer(s) are permitted to fully inspect subject property. Inspections of the physical condition of subject property by a professional with Buyer's approval of the condition of the property, as disclosed by the inspection, are an important safeguard. Buyer is advised to hire professional inspectors to inspect the property. If Broker supplies Buyer and/or Seller with the names of any professional inspectors, lenders, title companies, or insurance companies, such suggestions do not constitute a recommendation or endorsement of any such individual, entity or company by the Broker. Buyer and/or Seller may investigate several persons or companies and use the information obtained to make selections for the required services.

## 21. MECHANICAL, ELECTRICAL AND STRUCTURAL INSPECTION:

\_\_\_ This Purchase Agreement is contingent upon an inspection by inspector of Buyer's choice, at Buyer's expense, to ascertain current condition of the property within ten (10) calendar days of written notification that the property is in proper condition for inspection as described in Paragraph 20 of this agreement after acceptance of this offer. This contingency shall be deemed waived unless the Buyer, based on the results of the inspection, objects in writing within the time period permitted for the inspection. NOTE: the intention of the inspection(s) is not to create a list of repairs for the Seller to correct. It is the Seller's position that the negotiated price fairly reflects the present "AS-IS" condition of the property.

\_\_\_ Buyer waives inspection.

## 22. WELL AND SEPTIC INSPECTIONS: Connected to community water Connected to community sewer

Seller /  Buyer to furnish a written report stating that the water is potable.


Seller /  Buyer to furnish a written report that the well system is in good working order.

Seller /  Buyer to furnish a written report stating that the septic system is in good working order.

## 23. PEST INSPECTION: Seller / Buyer / Waived shall furnish at his expense an inspection by Aardvark Pest Control for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 7 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles or carpenter ants. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

## 24. RADON TESTING: Seller / Buyer / Waived shall furnish at his expense an inspection by a qualified radon testing company for the presence of radon. Seller to pay for mitigation if required to achieve satisfactory results of radon levels.

Property Address: 702 S. Grinnell  
Page 4 of 7

  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

25. **DISCLOSURE STATEMENT ACKNOWLEDGMENT:** Buyer  does /  does not acknowledge receipt of Seller's Disclosure Statement in compliance with the Michigan Seller Disclosure Act.  Seller Disclosure attached as Addendum \_\_\_\_\_.

26. **LEAD BASED PAINT:** Buyer  does /  does not acknowledge that prior to signing this Purchase Agreement, Buyer has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by **Seller**.

Lead-Based Disclosure attached as Addendum \_\_\_\_\_.

\_\_\_\_ Buyer shall have a \_\_\_\_ day opportunity after the date of this Agreement to conduct an inspection of the property for presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

\_\_\_\_ No lead-based paint disclosure form is required because the property was built in 1978 or later.

27. **SURVEY/MORTGAGE REPORT/PROPERTY IMPROVEMENT REPORT:**

**Property Surveys Information:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

\_\_\_\_ **Mortgage Report** - Buyer shall provide, at Buyer's expense, a current mortgage report certified to Buyer's **lender only if required by lender**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established.

\_\_\_\_ **Property Improvement Report** - Buyer shall furnish at Buyer's expense a current property improvement report certified to the **Buyer**. This report shall identify any buildings and improvements on the property as described with **no** boundary lines established. (This document can be utilized in situations where the lender does **not** require a mortgage certificate.)


\_\_\_\_ **Boundary (Stake) Survey** -  Seller /  Buyer shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

Buyer waives stake survey, mortgage report and property improvement report.

28. **INVESTIGATING SCHOOLS:** If the quality or suitability of school facilities is material to the Buyer, the Buyer should obtain information directly from the appropriate school district.

29. **ZONING, BUILDING, OTHER USE RESTRICTIONS:** It is the Buyer's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Buyers intended use of the property.

Property Address: 702 S. Grinnell  
Page 5 of 7

  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



## Purchase Agreement

30. **FLOODING, BUILDINGS AND OTHER USE RESTRICTIONS:** Buyer(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Buyer is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage.
31. **POTENTIAL HAZARDOUS SUBSTANCES:** There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for substantial damages and/or clean-up costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. Accordingly, it is prudent for each party to a real estate transaction to seek legal and technical counsel from professionals experienced in such matters so that each may be better apprized of the respective rights and responsibilities in regard to environmental contamination, hazardous wastes disposed of on the property, or property that now has or had underground storage tanks. The term "hazardous wastes or substances" as used in this agreement may include, but is not limited to, petroleum based products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB, mold or mold contaminated materials and other chemical products.
32. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this Agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this Agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.
33. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, and 3) Property complies with or is not affected by the Land Division Act, as amended.
34. **FACILITATIVE MEDIATION:** In the event of any controversy between the parties, including the parties' real estate agents and brokers, they agree that, prior to or promptly following initiation of, litigation or other dispute resolution proceeding, they will participate in good faith in facilitative mediation using a mediator qualified under MCR 2.411. The cost of the mediator shall be borne equally by the parties involved in the controversy.
35. **ADDITIONAL PROVISIONS:**  
Subject to City Council approval of purchase.

Property Address: 702 S. Grinnell  
Page 6 of 7

  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

36. **SEE ALSO ADDENDUMS MARKED:** A, B, C. The parties agree that a) there are not additional written or oral agreements or understandings, b) the Agreement shall not be amended or modified unless both parties do so in writing, c) this Agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, and e) this Agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provide for herein.

37. **EXECUTION OF CONTRACT:** Execution of a facsimile or scanned/mailed counterpart of this contract shall be deemed execution of the original contract. Facsimile or scanned/mailed transmission of an executed copy of this contract shall be treated the same as hand delivery.

38. \_\_\_\_\_ *Marc Meyer* \_\_\_\_\_  
 WITNESS BUYER BUYER  
Marc Meyer \_\_\_\_\_  
 Print Witness Name Print Buyer's Legal Name Print Buyer's Legal Name

39. **SELLER'S ACCEPTANCE:** \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 The above is hereby accepted \_\_\_\_\_ and Seller gives the  
 Buyer until \_\_\_\_\_, to accept any changes. Receipt of a copy of this agreement is acknowledged by Seller.

\_\_\_\_\_ *[Signature]* \_\_\_\_\_  
 WITNESS SELLER SELLER  
 \_\_\_\_\_  
 Print Witness Name Print Seller's Legal Name Print Seller's Legal Name

40. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES:** \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance was subject to changes, Buyer agrees to accept changes; all other terms and condition remain unchanged.

\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 WITNESS BUYER BUYER

Property Address: 702 S. Grinnell  
 Page 7 of 7

Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_  
 Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

List Office: Thinking Real Estate  
 List Agent: Marc Meyer  
 Phone: 517 740 2028 Fax: 780 3808  
 Email: mjmeyer@7803800.com  
 Seller's Agent  Dual Agent  Transaction Coord.

Sell Office: Thinking Real Estate  
 Sell Agent: Marc Meyer  
 Phone: 517 740 2028 Fax: 517-780-3808  
 Email: mjmeyer@7803800.com  
 Buyer's Agent  Dual Agent  Transaction Coord.

- THIS OFFER MADE ON** 4/2/12.
- BETWEEN** (Buyer) City of Jackson, A municipal Corporation  
 Buyer Address: 161 W. Michigan Jackson 49201  
 Marital/legal status: A Municipal Corporation  
 AND (Seller) Cooper.
- FOR THE PURCHASE OF** the property commonly known as 810 W. Washington St. or described as MUS# 20007226 located in the City/Township of Jackson, County of JACKSON, State of Michigan; subject to all existing restrictions, easements, rights-of-way, zoning laws, the lien of taxes not yet due and payable at the time of closing, and land use regulations affecting the use of the property.
- FOR THE SUM OF \$** 50,000. - in the form of US dollars, by cash or certified funds. (No personal checks.)
- ALL BUILDINGS**, all buildings, fixtures, improvements and landscaping; and, where applicable: built-in appliances; carpeting (except area rugs); TV antenna; satellite dish and any accessories and complete rotor equipment; lighting fixtures and their shades; screen and storm windows and doors; stationary laundry tubs; water softener (unless rented), water heater, incinerator, heating and air conditioning equipment; water pump and pressure tank; fireplace doors, screens, grates, and gas logs; mechanical door openers and controls; security systems; awnings; mail box; pool equipment; landscaping; storage shed(s); and, gas, oil and mineral rights owned by Seller are included in the purchase price. Seller agrees to maintain the Property in its current condition and to keep all appliances and fixtures in working order until transfer of possession.  
 Additions: \_\_\_\_\_
- PERSONAL PROPERTY:** To be included in the purchase price as indicated on Multiple Listing Service data sheet. In addition to include items listed as follows: \_\_\_\_\_  See attached Addendum A.
- TERMS** of purchase to be indicated below (Other unmarked terms of purchase do not apply):  
 **CASH:** The full purchase price upon the transfer of title for the property.  See attached Addendum \_\_\_\_\_  
 **NEW MORTGAGE** with \_\_\_\_\_: The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a \_\_\_\_\_ type mortgage for no less than \_\_\_\_\_ years, with a minimum down payment of \_\_\_\_\_% of the purchase price at no more than \_\_\_\_\_% interest per annum. Buyer will supply to the Seller a loan commitment letter within 5 calendar days from acceptance contingent only on obtaining an acceptable appraisal, title work, or any mortgage required inspections.  
 Pre-approval letter attached as Addendum \_\_\_\_\_  
 **LAND CONTRACT:** See Land Contract Addendum \_\_\_\_\_  Attached Tax Escrow Calculation Addendum J.P.

Property Address: 810 W. Washington  
 Page 1 of 7

Seller initials ms Buyer initials J.P.  
 Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

- 8. **BANK APPRAISAL:** This purchase agreement is subject to bank appraisal equal to or greater than purchase price. Appraisal to be completed by a licensed appraisal from \_\_\_\_\_ Jackson County \_\_\_\_\_.
- 9. **SELLER CONCESSIONS:** Seller to contribute \_\_\_\_\_% of the gross purchase price towards buyer's closing costs, pre-paids, escrows, home owners insurance, home inspection, or any other out-of-pocket expenses related to the purchase of this property and additional \_\_\_\_\_% of the gross purchase price to be used as down payment assistance. These seller concessions do not exclude Buyer from asking for additional concessions as a result of any of the inspections in this agreement.
- 10. **COMMISSION REIMBURSEMENT:** Seller shall reimburse Buyer at closing an amount calculated as follows: 3.5% of the purchase price less the amount of commission paid by Listing Broker to Buyer's Broker, Thinking Real Estate. This amount represents reimbursement to Buyer of the additional amount which Buyer is required to pay to Buyer's Broker pursuant to the Buyer's Agency Agreement.
- 11. **FOR VALUABLE CONSIDERATION:** Buyer gives the Seller to and including 4/6/12 5pm for written acceptance of this agreement and agrees that this agreement, when accepted by Seller via original, facsimile or scanned signature, will constitute a binding agreement between Buyer and Seller.  
Buyer shall deposit \$ 1000 upon Accept, as earnest money to be held by the Escrow Agent as part of the purchase price. **Earnest money must be deposited within 2 banking days after removal of inspection contingency per paragraph 21 of this agreement.** If Buyer defaults in the performance of this agreement, all deposits shall be forfeited and this agreement terminated. If the Seller defaults in the performance of this agreement, Buyer may receive an immediate refund of all earnest money in full termination of this agreement or may pursue specific performance of this agreement. **(No verbal statement shall be recognized as binding.)** If a dispute then exists between the Seller and Buyer, Seller and Buyer agree that the Escrow Agent shall not release the Earnest Money Deposit without the written consent of both parties. Information concerning the sale of property shall be reported for statistical and comparison purposes to the Jackson Multiple Listing Service. Parties waive any right to claim damage from the dissemination of such information.
- 12. **CLOSE** of sale shall be on or before 5/15/12.
- 13. **POSSESSION** to be given no later than AT close after close of sale. This agreement is subject to Tenant's Rights, if any, with / without payment of rent of \$ \_\_\_\_\_ per day, including the day of closing through the day keys are delivered. Rent in the sum of \$ \_\_\_\_\_ will be withheld from Seller at closing and held by Escrow Agent. Within 7 days after delivery of keys by Seller, the funds will be distributed according to the terms of this purchase agreement. If possession is not given immediately after close of sale, Possession Agreement is attached as Addendum \_\_\_\_\_.
- 14. **FORM OF CONVEYANCE:** Seller shall convey and transfer, by Warranty Deed, Covenant Deed or Land Contract, a marketable record title to the property and improvements as evidenced by Owner's Title Insurance Policy without standard exceptions (at no additional cost to either party) in the amount of the purchase price, and pay all county/state transfer tax. Buyer does / does not request a transfer valuation affidavit / land contract memo at the Buyer's expense. Buyer does / does not intend to use and occupy the Property as Buyer's primary residence. Buyer and Buyer's Agent to receive closing package and title insurance commitment 48 hours prior to closing. Buyer and Buyer's Lender require that the mortgage title policy be issued and mortgage closing be conducted by \_\_\_\_\_.

Property Address: 810 W. Washington  
Page 2 of 7

Seller initials mgk Buyer initials A.G.  
Seller initials \_\_\_\_\_ Buyer initials AC



# Purchase Agreement

15. **ADDITIONAL ADJUSTMENTS:** Rent, association fees, fuel oil and/or propane gas in tank, and fixed water and/or sewer bills, if any, are to be prorated to date of closing. \$ \_\_\_\_\_ will be retained from Seller's proceeds by Escrow Agent to be applied to final billing for **METERED** water and sewer charges.

16. **HOME WARRANTY:**

\_\_\_ Home Warranty to be provided by American Home Shield at  Seller's /  Buyer's expense.

Buyer waives Home Warranty.

See attached Addendum \_\_\_\_\_.

17. **CONDOMINIUM ASSOCIATION:**  Seller /  **Not Applicable** to provide a copy of the current active condominium association documents, including but not limited to Rules & Regulations, Articles, Master Deed, Bylaws, etc. for Buyer's review and acceptance. This contingency to be removed within 10 days after receipt of documents.

18. **TAXES** are to be treated as if they cover the CALENDAR YEAR in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the SELLER. Taxes which are first billed in the year of closing shall be prorated so that SELLER shall pay taxes from the first of the year to closing date and BUYER shall pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the closing date, the current taxable value, homestead status and millage rate shall be used for proration purposes, plus collection fee, if any.

**Proposal A Information:** The 1994 constitutional amendment, known as Proposal A, states the following: (1) Assessments cannot exceed 50 percent of true cash value, defined as the usual selling price of property. (2) The system of county and state equalization has not been changed or eliminated. (3) The taxable value of each parcel shall not increase more than the lesser of the Consumers Price Index or 5 percent, except that adjustments are made for additions and losses. (The Consumer Price Index for the period of October 1 to September 30 will be published annually by the State Tax Commission.) And (4) when the ownership of the property transfers, the taxes will be spread against 50 percent of the true cash value, as determined by the assessor in the year following the transfer. The County Board of commissioners will meet in April to adopt county equalized values for each class of real and personal property in each assessing unit in the county. In May, the State Tax Commission will adopt state equalized values for each class of real and personal property in each county of in the state. "Taxable value" is the value against which taxes will be spread starting in 1995. "Capped value" is the maximum amount to which the taxable value of each parcel could be increase in any given year. Taxable Value multiplied by Millage Rate equals Property Tax Bill. Questions and Answers at: [www.michigan.gov/documents/2856\\_11014\\_7.pdf](http://www.michigan.gov/documents/2856_11014_7.pdf)

19. **ASSESSMENTS:** Seller shall pay all installments of special assessments due as of the closing date. Installments of existing special assessments due after the closing date shall be paid by the  Seller /  Buyer. (If the buyer elects to assume existing special assessments and is obtaining a mortgage, buyer should confirm with lender that the assessment can be assumed). Assessments levied after the closing date to be paid by Buyer. **Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Buyer in this Agreement. Any exceptions shall be disclosed to Buyer in writing.**

20. **INSPECTIONS/REPORTS:** Seller to make property in a condition where as all reports/inspections noted in this purchase agreement can be completed, including but not limited to: turning on power; de-winterizing property; gas/LP to buildings; water pump/tank operational; HVAC (appropriate for season) systems turned on; hot water tank on and operational; gas fireplaces

Property Address: 810 W. Washington  
Page 3 of 7

Seller initials MS  
Seller initials \_\_\_\_\_

Buyer initials J.F.  
Buyer initials \_\_\_\_\_



# Purchase Agreement

turned on; proper access to attic; basement/crawl spaces; access to electrical service box with all breakers/fuses in "ON" position; etc. If any of the reports/inspections required by this purchase agreement are found deficient, the Seller and the Buyer agree to negotiate in good faith the cost of the correction. If negotiations fail, either party may declare this Agreement to be null and void and Buyer shall receive a full refund of the earnest money in full termination of this Agreement.

Neither Brokers, **Thinking Real Estate** / Good Earth Real Estate nor any of the respective real estate sales agents possess the expertise necessary to assess structural and mechanical matters, determine environmental risk or the presence of environmental contamination, nor many of the other matters herein set fourth which may be material to the decision to purchase or to the amount of the purchase price.

Inspections are readily available for reasonable fees by trained professionals. The Buyer(s) and/or inspector(s) hired by the Buyer(s) are permitted to fully inspect subject property. Inspections of the physical condition of subject property by a professional with Buyer's approval of the condition of the property, as disclosed by the inspection, are an important safeguard. Buyer is advised to hire professional inspectors to inspect the property. If Broker supplies Buyer and/or Seller with the names of any professional inspectors, lenders, title companies, or insurance companies, such suggestions do not constitute a recommendation or endorsement of any such individual, entity or company by the Broker. Buyer and/or Seller may investigate several persons or companies and use the information obtained to make selections for the required services.

## 21. MECHANICAL, ELECTRICAL AND STRUCTURAL INSPECTION:

This Purchase Agreement is contingent upon an inspection by inspector of Buyer's choice, at Buyer's expense, to ascertain current condition of the property within ten (10) calendar days of written notification that the property is in proper condition for inspection as described in Paragraph 20 of this agreement after acceptance of this offer. This contingency shall be deemed waived unless the Buyer, based on the results of the inspection, objects in writing within the time period permitted for the inspection. NOTE: the intention of the inspection(s) is not to create a list of repairs for the Seller to correct. It is the Seller's position that the negotiated price fairly reflects the present "AS-IS" condition of the property.

Buyer waives inspection.

## 22. WELL AND SEPTIC INSPECTIONS: Connected to community water Connected to community sewer

Seller /  Buyer to furnish a written report stating that the water is potable.

Seller /  Buyer to furnish a written report that the well system is in good working order.

Seller /  Buyer to furnish a written report stating that the septic system is in good working order.

## 23. PEST INSPECTION: Seller / Buyer / Waived shall furnish at his expense an inspection by Aardvark Pest Control for termites, powder post beetles, carpenter ants and carpenter bees. If active infestation is found, or evidence of previous untreated termite infestation, it shall be the option of the Seller, within 7 days from inspection, to contract to treat and to contract to repair any ruined material resulting from termites, powder post beetles or carpenter ants. If the Seller does not contract to treat and repair, this agreement may be declared null and void by the Buyer.

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Property Address: 810 W. Washington  
Page 4 of 7

Seller initials mgp  
Seller initials \_\_\_\_\_

Buyer initials A.B.  
Buyer initials \_\_\_\_\_



# Purchase Agreement

- 25. **DISCLOSURE STATEMENT ACKNOWLEDGMENT:** Buyer  does /  does not acknowledge receipt of Seller's Disclosure Statement in compliance with the Michigan Seller Disclosure Act.  Seller Disclosure attached as Addendum \_\_\_\_\_.
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Lead-Based Disclosure attached as Addendum \_\_\_\_\_.

\_\_\_ Buyer shall have a \_\_\_ day opportunity after the date of this Agreement to conduct an inspection of the property for presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

\_\_\_ No lead-based paint disclosure form is required because the property was built in 1978 or later.

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**Property Surveys Information:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

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\_\_\_ **Boundary (Stake) Survey** -  Seller /  Buyer shall furnish at their expense a current report identifying any buildings, encroachments and improvements within the boundaries of the described property. This survey shall show all boundaries and property shall be staked at all corners.

Buyer waives stake survey, mortgage report and property improvement report.

28. **INVESTIGATING SCHOOLS:** If the quality or suitability of school facilities is material to the Buyer, the Buyer should obtain information directly from the appropriate school district.

29. **ZONING, BUILDING, OTHER USE RESTRICTIONS:** It is the Buyer's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Buyers intended use of the property.

Property Address: 810 W. Washington  
Page 5 of 7

Seller initials mgj Buyer initials A.S.P.  
Seller initials \_\_\_\_\_ Buyer initials \_\_\_\_\_



# Purchase Agreement

- 30. **FLOODING, BUILDINGS AND OTHER USE RESTRICTIONS:** Buyer(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Buyer is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage.
- 31. **POTENTIAL HAZARDOUS SUBSTANCES:** There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for substantial damages and/or clean-up costs occasioned by environmental contamination, regardless of fault and regardless of when in time the contamination may have occurred. Accordingly, it is prudent for each party to a real estate transaction to seek legal and technical counsel from professionals experienced in such matters so that each may be better apprized of the respective rights and responsibilities in regard to environmental contamination, hazardous wastes disposed of on the property, or property that now has or had underground storage tanks. The term "hazardous wastes or substances" as used in this agreement may include, but is not limited to, petroleum based products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB, mold or mold contaminated materials and other chemical products.
- 32. **CONDITION OF PROPERTY:** BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT SAME IN ITS "AS IS" CONDITION AND SELLER AGREES NOT TO ADVERSELY ALTER THE PRESENT CONDITION. If said premises are damaged by fire or other casualty prior to closing, Buyer may elect to revoke this Agreement and be reimbursed for all earnest money hereunder, or conclude the sale on the payment to Buyer of such insurance proceeds necessary to repair the property to its condition at the time of this Agreement's acceptance. Buyer shall assume all risk of loss or damage not caused by acts of negligence of the Seller from date of closing. **WALK THROUGH INSPECTION:** Although the Buyer has the right to a walk-through inspection prior to closing, the sole purpose is to determine if it is in the same condition as when the Purchase Agreement was executed, and the included personal property remains on the premises.
- 33. **SELLER/BUYER HAS BEEN ADVISED TO SEEK LEGAL COUNSEL TO INSURE THAT:** 1) the details of the Purchase Agreement are being adhered to, 2) title is marketable, and 3) Property complies with or is not affected by the Land Division Act, as amended.
- 34. **FACILITATIVE MEDIATION:** In the event of any controversy between the parties, including the parties' real estate agents and brokers, they agree that, prior to or promptly following initiation of, litigation or other dispute resolution proceeding, they will participate in good faith in facilitative mediation using a mediator qualified under MCR 2.411. The cost of the mediator shall be borne equally by the parties involved in the controversy.
- 35. **ADDITIONAL PROVISIONS:**

*Subject to city Council approval of purchase*

Property Address: 810 W. Washington  
Page 6 of 7

Seller initials <u>mg</u>	Buyer initials <u>A.L.</u>
Seller initials _____	Buyer initials <u>MC</u>



# Purchase Agreement

36. **SEE ALSO ADDENDUMS MARKED:** A. The parties agree that a) there are not additional written or oral agreements or understandings, b) the Agreement shall not be amended or modified unless both parties do so in writing, c) this Agreement shall be governed and construed in accordance with the laws of the State of Michigan, d) invalidation of one or more terms shall not affect the validity of the remaining terms, and e) this Agreement shall survive the closing, the delivery of deeds, instruments or contracts and shall not merge into any such documents of conveyance provide for herein.

37. **EXECUTION OF CONTRACT:** Execution of a facsimile or scanned/mailed counterpart of this contract shall be deemed execution of the original contract. Facsimile or scanned/mailed transmission of an executed copy of this contract shall be treated the same as hand delivery.

38. <u>Marc Meyer</u> WITNESS	<u>Marty Siff</u> BUYER	_____ BUYER
<u>Marc Meyer</u> Print Witness Name	<u>Patrick Burtch</u> Print Buyer's Legal Name <u>City of Jackson</u>	_____ Print Buyer's Legal Name

39. **SELLER'S ACCEPTANCE:** \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 The above is hereby accepted \_\_\_\_\_ and Seller gives the Buyer until \_\_\_\_\_, to accept any changes. Receipt of a copy of this agreement is acknowledged by Seller.

<u>Marty Siff</u> WITNESS	<u>Arthur Cooper</u> SELLER	<u>Father Cooper</u> SELLER
_____ Print Witness Name	_____ Print Seller's Legal Name	_____ Print Seller's Legal Name

40. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES:** \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Receipt is acknowledged by Buyer of the Seller's acceptance of offer. If acceptance was subject to changes, Buyer agrees to accept changes; all other terms and condition remain unchanged.

_____ WITNESS	_____ BUYER	_____ BUYER
Property Address: <u>810 W. Washington</u> Page 7 of 7	Seller initials _____ Seller initials _____	Buyer initials _____ Buyer initials _____



# Disclosure Regarding Real Estate Agency Relationships

### Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

### Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

### Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

### Licensee Disclosure (check as appropriate)

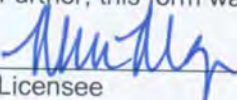
I hereby disclose that the agency status of the licensee named below is:

- Seller's agent if I get an Exclusive Right to Sell Agreement signed.
- Seller's agent - limited service agreement
- Buyer's agent if I get a Buyer's Agency Agreement signed.
- Buyer's agent - limited service agreement
- Dual agent.
- Transaction coordinator (a licensee who is not acting as an agent of either the seller or the buyer).
- None of the above if I do not get a contract with the potential buyer/seller named below.

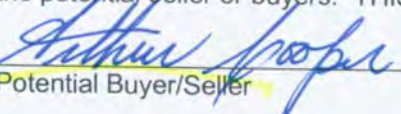
### Affiliated Licensee Disclosure (check one)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

 \_\_\_\_\_ 4/2/12 \_\_\_\_\_  
 Licensee Date Licensee Date

**Acknowledgment:** By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential seller or buyers. THIS IS NOT A CONTRACT.

 \_\_\_\_\_ 04-12-12 \_\_\_\_\_  
 Potential Buyer/Seller Date Potential Buyer/Seller Date



## Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560, 102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559, 104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules and regulations of this state and any applicable federal statutes or regulations.
  - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
  - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the clients permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
  - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in a manner agreed upon in the service provision agreement.
  - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
  - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
  - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
  - (e) For a broker or association broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

### **Seller's Agents**

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

### **Buyer's Agents**

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to the benefit of the buyer.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.